

Board of Education Work Session

June 24, 2013 7:00 PM

Board Room, Central Services Building
765 Main St
Springfield, NE 68059

Agenda

- I. Meeting Roll Call
- II. Notice of Open Meetings Act - Posted
- III. Public Comment
- IV. Items for Discussion (Discussion Only)
 - IV.A. Learning Community Study on District Boundaries and Common Levy
 - IV.B. Possible Facility Projects
 - IV.C. Policy- 6271- Travel for All Students In and Out of State
 - IV.D. Policy- 4131- Tutor/Agents
 - IV.E. Board Self- Evaluation Review
 - IV.F. Food Service Management Contract with Taher, Inc.
- V. Action Items
 - V.A. Superintendent Evaluation
- VI. Future Planning
- VII. Adjourn

ONE HUNDRED THIRD LEGISLATURE

FIRST SESSION

LEGISLATIVE RESOLUTION 268

Introduced by Smith, 14.

PURPOSE: The purpose of this resolution is to study the issues surrounding new residential and commercial development in our state's urban areas. This study shall include, but not be limited to, an examination of the following:

(1) How school district boundary lines impact the creation and location of new residential and commercial developments;

(2) How school district boundary lines enhance or restrict the growth of municipalities and economic development; and

(3) Any other related topics the study committee deems appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE ONE HUNDRED THIRD LEGISLATURE OF NEBRASKA, FIRST SESSION:

1. That the Education Committee and the Urban Affairs Committee of the Legislature shall be designated to conduct an interim study to carry out the purposes of this resolution.

2. That the committees shall upon the conclusion of the study make a report of their findings, together with their recommendations, to the Legislative Council or Legislature.

Instruction

6271- Travel for All Students In and Out of State

The Board recognizes the educational importance of field trips for academics and activities. Field trips ordinarily will be confined to the Omaha/Lincoln area. The Board further recognizes that activity including travel may provide worthwhile learning experiences for more mature students. The Principal or Superintendent will approve any field trips involving students within a 250 mile radius. The Board of Education will approve of any trips requiring travel outside of 250 miles.

The district may pay, or assist in paying, or not pay for trips outside of the state. Fundraising may be required for certain groups to travel for state and national competitions.

Charter busses may be used for activities when deemed appropriate by administrators and are recommended for late night or extended travel. All other transportation will be arranged through the bus company providing district transportation or district vehicles.

When deemed appropriate by administration, students may transport themselves within the metro area if they are a licensed insured driver and have parent permission. Whenever students travel on district secured transportation, there shall be adult supervision and the transportation carrier must follow the regulations in the Nebraska Administrative Code.

Cost of Travel

The cost of travel shall be kept as low as reasonably possible without compromising the safety of the students and chaperones involved. Schools shall adhere to the Student Fees Policy regarding waiver of student fees for any school sponsored activity. When a fee is required for travel, a written parent permission form and written costs of the trip must be provided to the students and parents.

Travel Conditions

Travel shall not be approved if unsafe conditions exist. If unsafe conditions arise after travel has been approved, travel shall be cancelled or changed accordingly. Prior to trip departure, the Principal and the Superintendent reserve the right to cancel a trip if conditions warrant such action. Unsafe conditions include, but are not limited to, adverse weather conditions, outbreaks of serious communicable diseases, and actual or threatened violence or terrorism. Should a trip be cancelled due to safety concerns, the school and/or district will not reimburse travelers for unrecoverable lost fees. The district encourages travelers to secure cancellation insurance, at the individual's expense.

Emergencies and Accidents

In case of an emergency occurring during the activity and/or trip, the sponsor is authorized to make those adjustments necessary to insure the safety and well-being of students and will report the emergency to the appropriate administrator as soon as possible after the safety and security of students has been secured. In non-emergency situations, contact with the appropriate administrator shall be made prior to making any decisions or adjustments of the travel itinerary. In the event of a serious illness or injury, 911 should be called and the parent notified of the situation. If there is only (1) coach or sponsor, the highest priority of supervision will determine whether a coach or sponsor will accompany the student(s) to the hospital. The appropriate administrator will be made aware of the situation.

Student Conduct

The rules and regulations of the building and the Springfield Platteview Community Schools regarding students and student conduct shall be in effect from the time of departure until the time of return. In the case of a serious violation, the sponsor shall immediately notify the appropriate administrator. The parent(s)/ guardian shall be contacted and one of the following responses will be required: (1) the parent/ guardian will be required to pick up the student; (2) the student will be sent home by the public carrier with a chaperone (if needed) at the parent(s)/ guardian expense; or (3) student will be kept with the group under adult supervision and may lose the privileges associated with the reason for travel.

Approval

All requests for travel must be approved by a principal or activities director. All requests for travel outside of the 250 mile radius of the district, must have principal approval and be submitted to the Board of Education for approval. Board approval must be granted for out of state travel prior to final acceptance of any invitations to perform or compete and/or finalizing any travel arrangements. Any contracts associated with this travel, must be signed by the principal or activities director, not the coach or sponsor.

Chaperones

Every effort must be made to find teacher or parent chaperones. Volunteers who are not a teacher or a parent, must have a volunteer form on file and be screened by the central office before chaperoning an overnight trip.

At least (1) certified employee of the district is to accompany any student group during a field trip or overnight stay. A minimum of one additional adult chaperone is required per every 12 students. Based on the location of the trip, the number of chaperones may be increased. Certified employees are on duty during the entire time of the travel and activity. The coach or sponsor shall provide the principal or activities director a travel itinerary including daily activities, travel arrangements, costs, lodging arrangements, and any additional requests by the administrator. Students need to be supervised at all times. Volunteer chaperones will report any behavior problems immediately to the certified staff member on duty. Certified staff members will discuss the specific responsibilities with the volunteer chaperones and provide written guidelines.

Transportation

School Vans

The use of school vans are normally limited to a 250 mile radius from the district office. Activities requesting a van for greater distances will require approval of the Board of Education. A request for van use must be made at least three weeks prior to the trip on 250 mile or more mile trips.

Private Vehicles

Use of a sponsor's vehicle for trips is prohibited, unless in a dire or an emergency situation with administrator approval.

Activities where the use of a private vehicle is the only option feasible may be used only if the following requirements are met:

1. The private vehicle must be a motor vehicle designed to carry no more than (8) passengers (including the driver) with functional seatbelts for each person.
2. No more passengers (including the driver) may be transported in the private vehicle than the vehicle was designed to carry.
3. Any person requesting to transport students in a private vehicle must receive prior written permission from the principal or activities director and a parent or legal guardian of the students being transported.
4. No employee may transport any student without written consent from the principal or activities director and parent/ legal guardian of the student.
5. The principal or activities director shall ensure that the driver holds a valid driver's license and bodily injury and liability protection insurance.
6. The principal or activities director must retain a photocopy of the driver's license and insurance documentation.
7. No (15) passenger vans shall be used to transport students or staff.
8. Completion of the District Driver's Certification Form and filing with the District's Business Office prior to transporting any students.

Overnight Travel

Activities involving overnight travel shall be scheduled to avoid any absences from regularly scheduled classes if at all possible. Most out of state travel will need to be paid through fundraising efforts. Out of state travel will be limited to the United States.

K-8 Travel

K-8 overnight travel is not recommended as part of the K-8 educational program. The district does allow travel for the 6th grade Outdoor Education program and Destination Imagination state and national contests. Additional K-8 overnight activities and travel out of state may be granted for a student or group of students that qualify for a state or national competition by placing in a local competition that is sanctioned by the district. K-8 students participating in approved competitions requiring overnight travel must be

accompanied by a legal parent or guardian or sign a waiver releasing the district of any liabilities associated with the student's well-being. The Board of Education may approve additional travel if a request is made.

9-12 Travel

9-12 students may be granted to travel out of state only for individual or group competitions in which they have qualified for a state or national competition by placing in a local competition that is sanctioned by the district. NSAA sponsored activities or competitions are restricted to in-state only, except during extended school breaks.

Non-School Sponsored Trips

Non-school sponsored trips are defined as any travel involving district employees acting as independent contractors/agents which involve students on a volunteer, self-supporting basis. These trips are not part of the curriculum and are not related to approved in any way by the Springfield Platteview Community School administration or Board of Education.

The district assumes no legal or financial liability for such trips. Total responsibility for privately planned trips or tours rests with the individual(s) and agency supporting them.

To safeguard the district from liability, the following procedure shall be followed and enforced:

1. The promotion and advertisement of the activity shall conform to district policies and guidelines for public participation in the school district. Use of the district building or name/logo or school name/logo for the promotion or advertisement of the non-school sponsored activity or trip is prohibited.
2. All materials developed to advertise the activity trip shall clearly inform parents that the activity is not sponsored by Springfield Platteview Community Schools.
3. There shall be no relationship between involvement in the activity and course grades or credit.

Date of Adoption: _____

Personnel - Certificated Employees Agents/Tutors

A teacher may not provide private tutoring or professional services in exchange for compensation from a source other than the District without advance approval of the Superintendent:

- A. In a facility owned or under the control of the District; or
- C. During the employee's duty hours

Professional employees who accept engagement to provide private tutoring or professional services are to make clear that the services are not being provided on behalf of the District to the extent the recipient of the services may in any way otherwise be caused to believe the services are provided through the District.



Board of Education Self-Assessment BA.1 (Narrative)

Role of the Board:

The role of the board is to ensure the school district is responsive to the values, beliefs, and priorities of the community. The board fulfills this role by performing five major responsibilities:

➤ **Vision**

Of all the roles and responsibilities of governing boards, none is more central to the purpose of local school governance than ensuring that a long-term vision is established for the school district. The vision reflects the consensus of the community, the board, and the district staff as to what students need in order to achieve their highest potential. The vision should set a direction for the school district, driving every aspect of the district.

➤ **Leadership**

The board is responsible for establishing and maintaining an organizational structure that supports the district's vision and empowers the staff. Although the board does not implement policies or programs, board members are responsible for:

- Hiring and evaluating the superintendent and setting policy for hiring other personnel;
- Overseeing the development, review, update of and adopting policy;
- Setting a direction for and adopting curriculum;
- Establishing budget priorities, adopting the budget and overseeing facility issues; and
- Providing direction for and accepting collective bargaining agreements.

Authority is granted to the board as a whole, not each member individually. Board members fulfill their responsibilities by working together as a governance team with the superintendent to make decisions that will best serve the students of the district.

➤ **Support**

The board through their behavior and actions; have a responsibility to support the superintendent and staff as they carry out the direction of the board. This involves:

- Acting with a professional demeanor that models the district's beliefs and vision;
- Making decisions and providing resources that support mutually agreed upon priorities and goals;
- Upholding district policies the board has approved;
- Ensuring a positive personnel climate exists; and
- Being knowledgeable regarding the vision of the district and the ability to articulate the vision/goals to the public.

➤ **Accountability**

The board is accountable to the public for the performance of the school district. The board monitors progress toward accomplishing the district's vision and communicates that progress to stakeholders. In order to ensure personnel, program, and fiscal accountability, boards are responsible to:

- Evaluate the superintendent and set policy for the evaluation of personnel;
- Develop, review, and update policy;
- Monitor student achievement and curriculum/instruction effectiveness and adopt curriculum changes as necessary;
- Monitor and adjust district finances.

➤ **Community**

Board members have a responsibility to involve the community in meaningful ways in setting a direction for the district and to communicate clear information about district policies, educational programs, fiscal condition, and progress on goals adopted to achieve the vision. As the only locally elected officials chosen solely to represent the interests of children, board members also have a responsibility to speak out on behalf of the children. Boards are advocates for education, the students, and the

school district's educational programs. Board members build support for public education in the local community, and at the state, and national levels.

The assessment process sets an example for the district, communicates expectations, sets a professional standard, and should be carried out in a positive and objective manner. Therefore,

- all board members should participate, complete the board self-assessment, and return to the board president to compile the results
- the board should conduct a work session / board retreat to discuss the self-assessment summary
- the board should develop goals to support the work of the board, address areas for improvement, and define a timeline to guide the process
- the board should develop a final written consensus reflecting the assessment process and the areas board members disagree that progress is being made. The written document should include the board goals and a timeline for completion.
- the board should adopt the goals and communicate with staff and community
- the board should include the goals in the annual board calendar on a monthly/bi-monthly schedule to monitor and track progress of the identified goals

Board Assessment 1 is a narrative assessment. The rating scale is as follows:

Please respond to the statements using the following narrative rating scale:

Met
Progressing
Not Met

I. BOARD QUALITIES	Met	Progressing	Not Met
a. The board displays a sincere and unselfish interest in public education which develops and contributes to the growth of students.			
b. The board possesses an understanding of the educational needs of the community.			
c. The board weighs all decisions in terms of what is best for the students of the school district.			
d. The board is visible in the community.			
e. The board is independent and open-minded and respects the decisions of individual board members and administrators.			
f. The board strives to improve board skills.			
g. The board participates in education workshops and conferences at the local and state level to grow their knowledge and understanding of educational issues.			

Please provide comments to support narrative ratings of progressing or not met:

II. BOARD MEETINGS	Met	Progressing	Not Met
a. The board conducts all board meetings in a business-like manner, following accepted parliamentary procedures and rules.			
b. The board devotes time to matters pertaining to policy, planning, and evaluation and refrains from discussion pertaining to administrative matters.			
c. The board conducts all meetings in accordance with the Open Meetings Law and provides an opportunity for the public to address the board.			
d. The board has procedures as agreed upon between the board and the superintendent for developing the agenda and the distribution of materials to board members in advance of meetings.			
e. All board members make a sincere effort to be informed on all agenda items prior to board meetings.			
f. All board members treat its own members, the staff and the public with respect during meetings.			

Please provide comments to support narrative ratings of progressing or not met:

III. BOARD/SUPERINTENDENT RELATIONS	Met	Progressing	Not Met
a. The board establishes the conditions of the superintendent's employment and regularly provides fair and honest performance evaluations based on agreed-upon criteria.			
b. The board recognizes the superintendent as the chief executive officer and seeks his/her recommendations on all pertinent matters.			
c. The board doesn't infringe on the superintendent's area of administration and follows procedures as agreed upon by the board and superintendent in communicating with staff.			
d. The board refrains from public criticism of the superintendent/staff.			
e. The board encourages the superintendent to participate in professional association and activities.			

Please provide comments to support narrative ratings of progressing or not met:

IV. POLICY AND PLANNING	Met	Progressing	Not Met
a. The board understands their role as a policy-making body.			
b. The board continuously develops, reviews and updates district policies to support the vision/mission and goals of the district.			
c. The board annually develops, reviews, and/or updates the district long-range plan.			

Please provide comments to support narrative ratings of progressing or not met:

V. FINANCIAL MANAGEMENT	Met	Progressing	Not Met
a. The board understands the basic principles of school finance, including state, federal, and local sources of revenue.			
b. The board adopts a process and timeline for the preparation of the budget.			
c. The board ensures that the budget reflects the district's goals and priorities.			
d. The board monitors the financial status of the school district.			

Please provide comments to support narrative ratings of progressing or not met:

VII. BOARD/COMMUNITY RELATIONS	Met	Progressing	Not Met
a. The board refrains from committing to a position on an issue before all relevant facts are presented.			
b. The board provides, through policy, a procedure by which the board deals with complaints from the public.			
c. The board advocates district positions on educational issues with legislators and other political leaders.			
d. The board has an established procedure for disseminating information on crisis situations and controversial issues.			

Please provide comments to support narrative ratings of progressing or not met:

Phase I: Identify the strengths of the board

- ✓ Each board member should create their own list. In a round-robin fashion each member will share their list one item at a time and the board chair and/or facilitator will compile a list for the group to view.

Phase II: Identify areas of improvement for the board

- ✓ Complete Phase II in the same fashion as Phase I

Phase III: Identify performance goals the board would consider as priorities in the next year

- ✓ Complete Phase III in the same fashion as Phase I and II
- ✓ Review the compiled list for comparable issues and combine the items with the approval of the board
- ✓ Once a list has been agreed upon, have each board member vote for their top three priorities
- ✓ Compile a final list of three priorities based on popular vote
- ✓ As a collective group, identify performance objectives (i.e., the objectives provide a means to measure achievement) required to accomplish the identified goal

Note: It is important the board recognize the difference between district goals and goals set by the board to measure board governance/performance.

**CHILD NUTRITION PROGRAMS
FOOD SERVICE MANAGEMENT COMPANY**

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS SCHOOL FOOD AUTHORITY

REQUEST FOR PROPOSAL

AND

CONTRACT

FIXED FEE

**Nutrition Services
Nebraska Department of Education
301 Centennial Mall South
P.O. Box 94987
Lincoln, NE 68509-4987**

Website <http://www.education.ne.gov>

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I. INTRODUCTION

This document contains a Request for Proposal for providing food service management services for Springfield Platteview Community Schools 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 offeror and the School Food Authority.

The Nebraska Department of Education (NDE) is not and will not be a party to any contract between a SFA and a food service management company (FSMC). The SFA has full responsibility for ensuring that the terms of the contract are fulfilled. The Nebraska Department of Education has no involvement with the enforcement of this contract; however, payment can be denied for all meals received/purchased under an invalid contract. The Nebraska Department of Education must approve the contract prior to payment for any meals claimed for reimbursement.

II. REQUEST FOR PROPOSAL / INSTRUCTIONS

A. Legal Notice

Notice is hereby given that Springfield Platteview Community Schools SFA, 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

1. **Proposals will be received until 2 PM on April 29 for supplying Springfield Platteview Community Schools SFA with food service management services during the school year of 2013 - 2014, with options for renewal of the contract for four additional terms of one year each.**
2. SFA will consider: Fixed Per Meal Fee Proposal
3. **Sealed proposals are** subject to all the conditions and specifications attached hereto and will be received in the office of **SFA Springfield Platteview Community Schools, 14801 S. 108th St., Springfield, NE 68059** and shall be marked on the

envelope "**Food Service Management Proposal, Springfield Platteview Community Schools**" with the bidder's return address marked on the envelope.

4. In accepting proposals, **SFA Springfield Platteview Community Schools** 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 required to adequately respond to this **Request for Proposal** may be obtained from SFA's business office **telephone 402-592-1300** *Additional information must be provided to all offerers.*
6. Offerers must submit a complete response to this Request for Proposal (RFP), including all certifications, in order to provide 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.
9. In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (866) 632-9992 (voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (Spanish). USDA is an equal opportunity employer.

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) Competitive sealed proposals allow discussions with competing offerers and adjustments to the initial proposal.
 - b) Comparative judgmental evaluations may be made when selecting among acceptable proposals for award of contract.
2. As provided herein, under state regulations and SFA's policy, discussions may be conducted with responsible offerers who submit proposals determined to be reasonably susceptible to be selected for award, for the purpose of clarification, to assure full understanding of all terms and conditions of the response to this RFP and Contract's requirements.
3. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerers.
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

The SFA will use the following timeline to select a food service management company: (describe)

<u>Date/Time</u>	<u>Task</u>
<u>February 27, 2013</u>	Advertise and notify prospective FSMC's of the RFP
<u>April 10, 10:30 AM</u>	Pre-proposal Conference, Visitation
<u>April 29, 2013</u>	Deadline for Proposals, Proposal Opening, 2 PM
<u>May 13, 2013</u>	Potential Award of Contract by Board of Education

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

1. Date April 10
2. Time 10:30 AM
3. Location: District Office, 14801 S. 108th St., Springfield, NE
4. Attendance is *required*. **Note:** If SFA makes attendance by offerers mandatory, then SFA may not waive requirement.

E. Proposal Submission and Award

1. SFA must use the prototype FSMC Request for Proposal and Contract to be approved. A SFA not completing the required procurement procedures cannot be approved for participation in the USDA reimbursement programs.
2. Two copies of Competitive Sealed Proposals are to be submitted to:

Name of Agency:	<u>Springfield Platteview Community Schools</u>
Mailing Address:	<u>14801 S. 108th St.</u>
Physical Address:	<u>Same</u>
City:	<u>Springfield</u>
State/Zip:	<u>NE/ 68059</u>
3. Public opening will be at
 - a. Time 2 PM
 - b. Date April 29
 - c. Location: Springfield Platteview Community Schools District Office
 - d. Proposals will not be accepted after this time.
 - e. Proposal is to be submitted in a sealed envelope marked "Food Service Management Proposal."
4. SFA reserves the right to accept any proposal which it deems 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.
5. To be considered, each offeror must submit a complete response to this solicitation.

- 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 Offeror modifies, revises, or changes the RFP and/or Contract in any manner, SFA may reject the offer as non-responsive.
 - c. Section O offers SFA the opportunity to include any additional services that SFA may need, such as the specifics of a marketing program and salad bars.
 - d. The FSMC may propose/clarify items that would not result in a material change to the original RFP/Contract.
6. Award will be made only to a qualified and responsible offeror whose proposal is responsive to this solicitation.
- a. A responsible offeror is one who's financial, technical, and other resources indicate an ability to perform the services required.
 - b. Offeror shall submit for consideration such records of work and further evidence as may be required by the SFA's Board.
 - 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 offeror along with the sealed proposal, and shall include the information and format as follows:
 - i. Offeror must be incorporated or licensed to do business in the State of Nebraska.
 - ii. Annual reports or financial statements for the past fiscal year, certified by a licensed public accountant, must be included in the pre-qualification data.
 - iii. Information that offeror is doing business with like school systems and is familiar with the regulations pertaining to operations in such environments, if applicable.
 - iv. Information that offeror is presently operating a comparable, successful school lunch and breakfast program in a public school setting, if applicable.
7. Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the offeror's own risk, and he or she cannot secure relief on plea of error.
8. The SFA is not liable for any cost incurred by the offeror in submitting a proposal. **Paying the FSMC from Child Nutrition Program (CNP) funds is prohibited until the Contract is signed.**
9. If additional information is requested, please contact Brett Richards, Superintendent at brichards@springfieldplatteview.org. Any additional information provided to one offeror will be available to all.

10. Award Criteria:

- a. Proposals will be evaluated by a SFA committee based on the offers as set out above 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 other manner associated with a FSMC, that FSMC will be precluded from participating in the RFP and subsequent contract.
- d. Each area of the award criteria must be addressed in detail in the Proposal.

11. Weight Criteria

- a. SFA must determine in advance what percentage (total of 100 points which equals 100%) each category below will be given when comparing proposals.
- b. SFA may insert additional categories if needed.
- 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.

(20) points Service Capability Plan (Identifies proposed food service team such as Food Service Director and demonstrates FSMC's ability to provide services as stated in the RFP/Contract)

(10) points Experience, References

(10) points Doing business with like school systems and familiarity with regulations pertaining to such operations/References

(10) points Financial Condition/Stability, Business Practices

(10) points Accounting and Reporting Systems

(10) points Personnel Management

(10) points Innovation

(5) points Promotion of the School Food Service Program

(5) points Involvement of Students, Staff, and Patrons

(10) points Cost

(100) points 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, offeror 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 here 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.

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III. STANDARD TERMS AND CONDITIONS

A. Definitions

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

1. "Accounting Periods" means *each month*.
2. "Allowable Cost" means costs that are allowable under Office of Management and Budget (OMB) Circulars A-87 and A-122, if applicable, and their Attachments, 7 CFR Part 210, and 7 CFR Parts 3015, 3016, and 3019.
3. "Applicable Credit" means the meaning established in OMB Circulars A-87, C (4), and A-122, Attachment A, A (5), respectively.
4. "Charge" means any charge for an Allowable Cost that is:
 - i. Incurred by FSMC in providing the goods and services that are identified in SFA's Food Service Budget;
 - ii. Not provided for in the General and Administrative Expense Fee; and
 - iii. 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. "NDE" means the Nebraska Department of Education.
8. "NDHS" means the Nebraska Department of Human Services (Food Distribution).
9. "Direct Cost" means any Allowable Cost that is:
 - i. incurred by FSMC in providing the goods and services that are identified in SFA's Food Service Budget; and
 - ii. 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, 2013**.

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. "General and Administrative Expense Fee" means FSMC's fee for those services provided at SFA's Food Service Locations, which shall include all of the following:

Personnel /Labor Relations Services

Legal Department Services,

Purchasing and Quality Control,

Technical Research,

Cost Incurred in Hiring & Relocating FSMC Management Personnel,

Dietetic Services (Administrative/ Nutritional),

Test Kitchens,

Accounting and Accounting Procedures,

Tax Administration,

Technical Supervision,

Supervisory Personnel

Regular Inspections or Audit Personnel,

Teaching and Training Programs,

General Regional Support,

General National Headquarters Support,

Design Services,

Menu Development,

Information Technology and Support,

Payroll Documentation / Administrative Cost,

Sanitation,

Personnel Advice

Expenses included in the General and Administrative Fees may not be charged in any other expense. Any travel related to these expenses must be covered by the General and Administrative Expense. General And Administrative Expense Fee

does not include any costs billed to SFA as Charges or Direct Costs. Only actual, net, documented costs may be charged to SFA for any charges outside the General and Administrative Expense Fee.

14. "SFA" or "School Food Authority" means the school food authority as defined in 7CFR § 210.2.
15. "SFA's Food Service Budget" means the Food Service Budget for the Current School Year, which is attached to this Contract as "Exhibit C" and fully incorporated herein.
16. "SFA's Food Service Facilities" means the areas, improvements, personal property and facilities made available by SFA to FSMC for the provision of the food services as more fully described herein.
17. "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), Fresh Fruit and Vegetable Program (FFVP), and Catering, Adult meals, and ala carte food service.
18. "SFA's Food Service Location(s)" means the schools or other locations where Program meals are served to SFA's schoolchildren.
19. "Meal Equivalent" a statistical tool used to convert all meals and cash sales to a reimbursable student lunch.
20. "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.
21. "Program(s)" or "Child Nutrition Program (CNP) (s)" means the USDA Child Nutrition Programs in which SFA participates.
22. "Program Funds" means all funds that are required to be deposited into the Non-profit School Food Service Account.
23. "Proposal" means Food Service Management Company's response to the RFP and Contract.
24. "Retroactive Incentive Fee" means an additional fee paid as an incentive to the FSMC to improve SFA's food service operation, the amount of which depends on FSMC's performance during the current school year, and related to a benchmark

number mutually agreed upon by SFA and FSMC. Retroactive Incentive Fee may only apply to meals served in SFA's food service operation during the current school year.

25. "RFP" means SFA's Request for Proposal and Contract, and all of its attachments.

26. "Services" means the services and responsibilities of FSMC as described in this Contract, including any additional services described in Section O of this Contract.

27. "Summer Food Service Program (SFSP)" means either the Summer Food Service Program or the Seamless Summer Option identified herein below, and in which SFA participates.

28. "USDA" means United States Department of Agriculture, Food and Nutrition Service.

29. Healthy Hunger-Free Kids Act of 2010.

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 on July 1, 2013, and terminating on June 30, 2014**, and may be renewed for up to four additional terms of one year each upon mutual agreement between SFA and FSMC, given all terms and conditions have been met.
- 2) During the term of this Contract, FSMC shall operate SFA's Food Service Program in conformance with SFA's agreement with the Nebraska Department of Education's Nutrition Services (NDE).
- 3) FSMC shall have the exclusive right to operate the programs checked below at the sites specified by SFA in the Schedule of Food Service Locations and Services Provided, which is attached to this Contract as "Exhibit A" and fully incorporated herein.
- 4) Check only the programs SFA operates. *If SFA plans to operate other programs in the future, SFA should check the box marked "other" to identify the programs and year SFA reasonably foresees it may operate the program.*
- 5) If a program is added later (i.e., a breakfast program) which is beyond the scope or original intent of this RFP/Contract or if the new program is added and constitutes a material change the contract must be rebid.
- 6) The program(s) listed here should agree with those listed in Exhibit A.

National School Lunch Program (NSLP)

School Breakfast Program (SBP)
A la Carte
Adult Meals
Catering

7) 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 NDE for the programs listed in Section B, Paragraph 2, 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, which are 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, NDE and USDA to complete required monitoring activities and must make said records available to SFA, NDE, 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 NDE 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) and OMB Circulars, and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "Exhibit G" and fully incorporated herein by reference. The FSMC will assist in the implementation and adherence of all rules resulting in the Healthier Hunger-Free Kids Act of 2010.
- 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.

8) SFA shall be responsible for:

- a) Signature authority for the application/contract, free and reduced price policy statement, and Programs indicated in Section B, Paragraph 2, 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) Determination of eligibility for free or reduced-price meals and free milk, if applicable.
- 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 NDE and USDA regarding the Child Nutrition Programs.
- i) Establishing with Superintendent all selling prices (Board of Education approval required), 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))
- 9) 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.
- 10) 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.
- 11) 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 be in compliance with the USDA Competitive Food Rule.
- 12) Any change to the scope of services to be provided by FSMC that is beyond the scope or original intent of this RFP/Contract.
- 13)** 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.
- 14) 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.

- 15) FSMC shall obtain and post all licenses and permits that it is required to hold under federal, state or local law.
- 16) 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.
- 17) Fresh Fruit and Vegetable Program (FFVP): 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. The Fresh Fruit and Vegetable Program is a cost reimbursable grant. 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. Refer to Appendix B – Fresh Fruit and Vegetable Program

C. Food Service

- 1) FSMC shall serve meals on such days and at such times as requested by the SFA.
 - a) SFA shall retain control of the quality, extent, and general nature of the food service.
 - b) FSMC shall offer free, reduced-price, and full-price reimbursable meals to all eligible children participating in SFA's Food Service Programs indicated in Section B, Paragraph 2 herein.
 - c) In order for FSMC to offer a la carte food service, the FSMC must offer free, reduced-price, and full-price reimbursable meals to all eligible children.
- 2) FSMC shall provide meals and service that meets the Healthy Hunger Free Kids Act of 2010. Section 202, as published in the Federal Register Volume 77 No. 17 January 26, 2012.
- 3) **FSMC shall:**
 - a) Promote maximum participation in the Programs.
 - b) Provide specified types of service in the schools/sites listed in Exhibit A.

- c) Sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
- d) Make substitutions in the food components of the meal pattern for
 - i) students with disabilities when their disability restricts their diet as stated in the students' Individual Educational Plans (IEPs) or 504 Plans or medical statement
- e) Nondisabled students who are unable to consume regular lunch because of medical or other special dietary needs.
 - i) Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by USDA. Such statement shall be signed by a medical doctor or a recognized medical authority.
- f) Milk Substitutes for Non-Disabled Students
 - 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.
 - 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)
- g) There will be no additional charge to the student for such substitutions.

D. Use of Advisory Group/Menus

- 1) SFA shall establish and the FSMC shall participate in the formation, establishment, and periodic meetings of SFA advisory board composed of students, teachers, and parents to assist in menu planning. Minutes including attendance at these meeting will be documented and filed. (Reference 7 CFR § 210.16(a)(8))
- 2) The SFA must include a 21-day cycle menu for breakfast and lunch with food specifications attached to this RFP/Contract.
- 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 the food specifications contained in Exhibit E: Food Specifications, attached to this Contract and fully incorporated herein, and that meet Child Nutrition Program requirements.
 - b) Must follow the 21-day menu cycle and Meal Specifications developed by SFA for the NSLP, the SBP, the After School Care Snack Program, and the SFSP.
 - c) May not change or vary the menus after the first menu cycle for the NSLP, SBP, After School Care Snack Program, SFSP or the a la carte items without written approval of SFA.
 - d) Requests for any changes or variances for substitutions to SFA menu of lower quality food items shall be justified and documented in writing.
 - e) Must maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation available to SFA, NDE and USDA for review upon request. (7 CFR 210.16(b)(1))
 - f) Must comply with SFA's local wellness policy.
 - g) Must comply with all state and local laws that affect school meal preparation and/or service.
- 5) Additionally, SFA and FSMC shall agree to Meal Specifications for each meal and a la carte items included in the 21-day Cycle Menus, which are attached to this Contract as "Exhibit B" and fully incorporated herein and that meet all local, state and federal Child Nutrition Program requirements.

E. Purchases

1. If FSMC is procuring goods or services that are being charged to SFA under a cost-reimbursable contract or under Section O of this Contract:
 - a) FSMC may not serve as a vendor.
 - b) SFA shall ensure that FSMC:
 - i) fully discloses all discounts, rebates, Applicable Credits, allowances, and incentives received by the FSMC and
 - ii) Returns to the SFA the full amount of the discount, rebate, or Applicable Credit that is received based on the purchases made on behalf of SFA. .
 - iii) Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates and other Applicable Credits accruing to or

received by the FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.

a) FSMC must:

- i) determine its allowable costs be made in compliance with the applicable Department and Programs regulations and OMB cost circulars
 - ii) separately identify, for each cost submitted for payment to the SFA, the amount of an Allowable Cost and the amount that is unallowable
 - iii) exclude all unallowable costs from its billing documents
 - iv) certify that
 - (1) only allowable costs are submitted for payment and
 - (2) records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.
 - v) Identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to SFA for payment and individually identify the amount as a discount, rebate, or if other applicable credits, the nature of the credit
1. The method by which FSMC shall report discounts, rebates and other Applicable Credits allocable to the Contract that are not reported before the conclusion of the contract is **Not Applicable –Fixed Price Contract**
 2. All discounts, rebates, allowances, and incentives must be returned to SFA by **Not Applicable –Fixed Price Contract**
 3. Whether SFA conducts its own procurement or whether FSMC procures products on behalf of SFA, FSMC may not require any additional liability coverage, beyond that which SFA would require under procurements not involving FSMC.
 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.
 5. FSMC will buy the beginning inventory, exclusive of USDA Foods, from SFA

F. USDA Foods

1. SFA shall:
 - a) Retain title to all USDA Foods.
 - b) Ensure that FSMC has credited it 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. FSMC may substitute commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in SFA's Food Service Program.
- d) Is prohibited from entering into any processing contracts utilizing USDA Foods on behalf of the 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))
- e) Shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.
- f) 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

- g) Is prohibited from cashing out USDA Foods and providing a credit to SFA for USDA Foods. (7 CFR § 250.13)
 - h) 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.
 - i) Shall allow SFA and/or any state or federal representative or auditor, including the Comptroller General and USDA, or their duly authorized representatives, to perform onsite reviews of FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods. (7 CFR § 250.53(a)(10))
 - j) 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. The manner in which FSMC shall account for the value of USDA Foods is (7CFR § 250.51): Fixed-meal rate: FSMC must subtract from SFA's monthly bill/invoice the market value of all USDA Foods received for use in SFA's food service. The market value is based on the value in USDA's Commodity Ordering System at the time the USDA Foods are received by SFA.
4. In a Fixed-meal rate contract, the 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 of all USDA donated USDA Foods received for use in SFA's food service. Market value shall be the value in USDA's Commodity Ordering 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.
2. SFA must 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. This must agree with the information reported in the List of Charts and Other Attachments, Chart 4, which is attached to this Contract as "Exhibit D" and fully incorporated herein and the Schedule of FSMC Employees, which is attached to this Contract as "Exhibit H" and fully incorporated herein.

Employees retained by: FSMC (See Exhibit H.)

3. If SFA is transitioning employees to FSMC payroll, each position to be transitioned and date of anticipated transition shall be identified in Section O, *Optional Requirements to Be Included* herein
4. For any employees retained by FSMC, SFA shall provide in Exhibit H a list of each FSMC food service position and the minimum qualifications acceptable to SFA for each position.
5. Any food service position not identified in the above-stated Exhibits 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.
6. 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) SFA shall not pay cost of transferring SFA employees to FSMC payroll.

7. If SFA is sharing FSMC employees with other SFA's, SFA shall identify in Chart 9 of the "List of Charts and Other Attachments," which is attached to this Contract as "Exhibit D" and fully incorporated herein:
 - a) each SFA with whom the FSMC employee is to be shared and
 - b) state 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.
8. SFA shall have final approval regarding the hiring of Food Service Manager.
9. 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.

10. Staffing patterns, except for the Food Service Director, shall be mutually agreed upon.
11. 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.
12. To the extent and in the manner required by state law and the SFA, the FSMC shall perform a security (background) check on any FSMC employee that will be working at SFA.

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. At the commencement, termination or expiration of this Contract, FSMC and SFA shall 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.
 - a) FSMC and SFA shall mutually agree on the usability of such supplies and equipment and,
 - b) 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.
 - c) FSMC and SFA will sign a summary of the beginning inventory at the commencement and at the expiration or termination of this Contract and keep a copy of each on file with this Contract.

4. At the commencement and at the expiration or termination of this Contract, FSMC and SFA shall jointly undertake a beginning and closing inventory of all food and supplies.
 - a) USDA Foods shall also be inventoried by a separate inventory.
 - b) FSMC and SFA shall determine whether any portion of the beginning inventory is not suitable for SFA's continued use. Such inventory, when completed, shall become a part of this Contract by incorporation.
 - c) 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:
 - i) use of food, USDA Foods and related supplies in SFA's Food Service Program **for which SFA had not previously received a credit;**
 - ii) normal wear and tear;
 - iii) theft, fire or other casualty loss beyond the control of FSMC and not arising from the negligence of FSMC or its agents.
 - d) The value of the inventories, except for USDA Foods inventories, shall be determined by invoice cost.
 - e) The value of USDA Foods inventories shall be the market value, which is the value in USDA's Commodity Ordering System at the time the USDA Foods are received by SFA. **FSMC shall be compensated for any increases in such inventory not accounted for by commodity inventory increases for which FSMC had not previously provided SFA a credit.**

5. **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 as specified by SFA.
 - b) Maintain adequate storage procedures, inventory and control of USDA Foods in conformance with SFA's agreement with the USDA Foods NE office.
 - c) Provide SFA with keys for all food service areas secured with locks.
 - d) Not remove any food preparation and serving equipment owned by SFA from SFA's premises.
 - e) Comply with all SFA building rules and regulations.

- f) surrender to SFA all of SFA's equipment and furnishings used in SFA's Food Service Program 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.

6. SFA

- a) Will replace expendable equipment and replace, repair and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of FSMC.
- b) Shall provide FSMC with local telephone service.
- c) Shall provide water, gas and electric service for the food service program.
- d) Shall 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.
- e) Shall 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.
- f) Shall not be responsible for loss or damage to equipment owned by FSMC and located on SFA premises.
- g) On the termination or expiration of this Contract, shall conduct a physical inventory of all equipment, food and supplies owned by SFA.
- h) 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 Nebraska 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 Nebraska 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 the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265).

2. SFA shall

- a) maintain applicable health certification and
- 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.

3. **Insert FSMC or SFA to indicate responsibility for the described services:**

- a) FSMC shall be responsible for cleaning food service equipment, kitchen floors, hoods and grease filters.
- b) FSMC shall be responsible for the maintenance and expense of insect and pest control in all food service production and storage areas. FSMC will notify SFA of any problems in this area.
- c) SFA shall be responsible for removal of trash and garbage resulting from the food service program in compliance with SFA's schedule for waste disposal.
- d) FSMC shall be responsible for all regular food service related building maintenance, with the exception of normal clean up.
- e) FSMC shall clean the kitchen and SFA shall clean dining room areas. (See Exhibit D, Chart 2, Designation of Program Expenses)
- f) SFA shall provide regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors.

- g) SFA shall place garbage and trash in containers in designated areas as specified by SFA.
 - h) FSMC shall operate and care for all equipment and food service areas in a clean, safe and healthy condition in accordance with the standards acceptable to SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
 - i) FSMC shall routinely clean grease traps, ductwork, plenum chambers and roof fans.
 - j) SFA shall provide extermination services as needed.
4. Any cleaning or sanitation that is not specifically assigned herein shall be the responsibility of SFA.

J. Financial Terms

- 1. The SFA expects that this will be a no loss food service program.
- 2. 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. 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.

3. Computation of Meal Equivalency Rate

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 NDE)

Lunch Rate:	
Current Year Federal Free Rate of Reimbursement:	\$ <u>2.86</u>
Current Year State Match Reimbursement Rate:	\$ <u>0.02</u>
Current Year Value of USDA Entitlement USDA Foods:	\$ <u>0.2275</u>
Current Year Value of USDA Bonus USDA Foods (If Applicable):	\$ <u>0.00</u>
Total Meal Equivalent Rate:	\$ <u>3.1075</u>

4. Payment Terms/Method

- a) . (Competitive Sealed Proposals) 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. 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	
Fixed Price Per Meal/Meal Equivalent	Breakfast :\$
	Lunch: \$
	Snack: \$
	A la Carte: \$

- b) The fixed price 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 measured from January –December of the renewal year and published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home(CPI). See Exhibit N.
- 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 must be submitted to SFA by April 1 of each year.
- 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, After School Care Snack Program and Summer Program meals served to children shall be determined by actual count. 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.
1. Payment Terms/Method: FSMC shall invoice SFA within 7 days after the end of each Accounting Period for the total amount of SFA's financial obligation for that Accounting Period.

2. No interest or finance charges that may accrue under this Contract may be paid from SFA's Nonprofit School Food Service Account.
3. **FSMC must:**
 - a) 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.
 - b) Indemnify and hold SFA harmless for all claims arising from payment of such taxes and fees.
4. SFA shall not be responsible for any expenditure incurred by FSMC before execution of this Contract and approval by NDE-Nutrition Services.

K. Books and Records

1. **FSMC shall:**
 - a) maintain such records (supported by invoices, receipts, or other evidence) as 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 **5th** day of the month determined by SFA & FSMC following the month in which services were rendered.
 - ii) Participation records, including claim information by eligibility category, shall be submitted no later than the **5th day of the month determined by the SFA & FSMC** following the month in which services were rendered.
 - iii) SFA shall perform edit checks on the participation records provided by the FSMC prior to the 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) These records shall be kept in an orderly fashion according to expense categories.
 - d) Provide SFA with a year-end statement.
 - e) SFA and FSMC must provide all documents as necessary for the independent auditor to conduct SFA's single audit.
 - f) FSMC shall make its books 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) The books and records shall be made available for audit, examination, excerpts, and transcriptions by SFA and/or any state or federal representatives and auditors.
 - h) If audit findings regarding FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR §210.9(b)(17), 7 CFR §3016.36(i)(10), and 7 CFR §3019.48(d))
 - i) Authorized representatives of SFA, NDE-Nutrition Service, USDA Foods Nebraska office, 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 then 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 NDE 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 Nebraska. 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 \$ 5,000,000 Combined Single Limit.

- c) Workers' Compensation—Statutory; Employer's Liability with a combined single limit of \$2,500,000.
- d) Excess Umbrella Liability with a combined single limit of \$0.00.
- 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 Nebraska 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 NDE-Nutrition Services 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. Optional Requirements to Be Included

The scope of this Contract shall include these additional services.

- 1. Information Technology Systems.
 - a. 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.
- 2. SFA Transition Employee Positions and Dates of Transition.
 FSMC shall interview interested current employees of SFA and transition to FSMC's payroll any hired employee, give anticipated date of transition, and manner in which transition shall occur.

Q. Certifications

FSMC shall execute and comply with the following Certifications:

- 1. Debarment Certification, which is attached to this Contract as Exhibit J and fully incorporated herein;
- 2. Anti-collusion Affidavit, which is attached to this Contract as Exhibit K and fully incorporated herein;
- 3. Certification Regarding Lobbying, which is attached to this Contract as Exhibit L and fully incorporated herein; and
- 4. Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Contract as Exhibit M and fully incorporated herein.

R. Miscellaneous

- 1. Emergency Notifications.
 - a. SFA shall notify FSMC 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 of any delay in the beginning of the school day 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 Nebraska 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 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. SFA's RFP. No modification or amendment to this Contract shall become valid unless it is made in writing, signed by the parties, and approved by NDE.
- 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. Both SFA and FSMC agree that no child who participates in the NSLP, SBP, SMP, ASSP, FFVP, CACFP, SFSP-SSO, or SFSP will be discriminated against on the basis of race, color, national origin, age, sex, or disability.

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: _____

To FSMC: _____

Copy to: _____

b. If such notice is sent by mail or courier service, 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. NDE review. This Contract is not effective until it is approved, in writing, by NDE.

(THIS SPACE INTENTIONALLY LEFT BLANK)

AGREEMENT

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

Offeror 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.

ATTEST:

SCHOOL FOOD AUTHORITY:

Springfield Platteview Community Schools
Name of SFA

Signature of Authorized Representative

Brett A. Richards
Typed Name of Authorized Representative

Superintendent
Title

Date Signed

ATTEST:

FOOD SERVICE MANAGEMENT
COMPANY:

Name of FSMC

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

Exhibit A: SCHEDULE OF FOOD SERVICE LOCATIONS AND SERVICES PROVIDED

Platteview High School: Breakfast 7:30-8:10 AM, Lunch 11:30 AM-12:51 PM.

School Breakfast Program (SBP), National School Lunch Program (NSLP), A la Carte Adult Meals, and Catering.

Platteview Central Junior High: Breakfast at PHS, Lunch 11:30 AM- 12:51 PM

School Breakfast Program (SBP), National School Lunch Program (NSLP), A la Carte, and Adult Meals.

Springfield Elementary School: Breakfast 7:45-8:10 AM, Lunch 11:15 AM-12:51 PM

School Breakfast Program (SBP), National School Lunch Program (NSLP), and Adult Meals.

Westmont Elementary School: Breakfast 7:45-8:10 AM, Lunch 11:15 AM-12:51 PM

School Breakfast Program (SBP), National School Lunch Program (NSLP), and Adult Meals.

Exhibit B: MENU CYCLE FOR NATIONAL SCHOOL LUNCH PROGRAM

Attach a sample 21-day cycle lunch menu prepared by the SFA. Nutrition Services –NDE will work with you to ensure all meal pattern requirements have been met. This menu must be followed the first 21-day of the new school year – minor changes can be made with approval from the SFA and NDE.

2012- 2013 School Year

School Level: High School

Exhibit B: MENU CYCLE FOR A LA CARTE PROGRAM

Attach a sample 21-day cycle a la carte menu prepared by the SFA or FSMC, with approval of NDE-Nutrition Services. This menu must be used for the first 21-day cycle of the new school year.

2012- 2013 School Year

School Level: High School Junior High/Middle Elementary

Exhibit B: MENU CYCLE FOR SCHOOL BREAKFAST PROGRAM

Attach a sample 21-day cycle breakfast menu prepared by the SFA. Nutrition Services – NDE will work with you to ensure all meal pattern requirements have been met. This menu must be followed the first 21-day of the new school year – minor changes can be made with approval from the SFA and NDE.

2012 - 2013 School Year

School Level: High School/ Junior High

Exhibit C: FOOD SERVICE BUDGET – FIXED-MEAL RATE

SFA 2011-12 School Year (August 2011- June 2012)	
Revenues	
Lunch, Breakfast, Milk Sales	\$188,485.20
Ala Carte and Adult Meal Sales	\$100,593.25
Rebates	\$0.00
Interest Earned	\$11.61
Subsidies/ Loans	\$0.00
Other Revenues (e.g. catering)	\$9,983.43
Other- Ala carte (schools)	\$623.50
Program Reimbursements (Federal)	\$110,541.03
State Funds	\$1098.83
Grants	\$1.00
	<i>Total Cash</i> \$414,799.37
Expenditures	
Personnel Services	\$195,668.90
Employee Services	\$5,681.50
Purchased Services	\$140.00
Internal Services	\$201.35
Staff Breakfast	\$2,106.78
Materials and Supplies	\$5,316.65
Food Products	\$201,165.93
Capital Outlay	\$5,122.85
Other Uses of Funds	\$0.00
	Total Expenses 417,409.23
USDA Foods (See Below)	
USDA Foods Used (<i>Contact NE-USDA Foods office for annual SFA usage am't</i>)	\$
USDA Foods Delivery	\$
USDA Foods Processing	\$
Total Revenues – Total Expenses = Surplus / Subsidy	\$2,609.86
FSMC Guaranteed Return	\$10,000.00
SFA Employee Responsible for submission of this budget data:	
Name: Brett Richards	Telephone: 402-592-1300

US Foods	
2012	
Original Entitlement:	\$22,782.44
Carry-over (only for 2012)	\$ 1540.61
DoD Favors allocation:	<u>\$(4,000.00)</u>
Total Entitlement:	\$20,323.05
Total Used:	<u>\$(18,772.66)</u>
Total Unused:	\$ 1,550.39
2013	
Original Entitlement:	\$23,614.05
DoD Favors allocation:	<u>\$(3,000.00)</u>
Total Entitlement:	\$20,614.05
Total Used (thru March 2013)	\$(14,666.75)
Adj.-Credit 4cs not rec'd:	<u>\$ 35.44</u>
Total Unused:	\$ 5,982.74
Name: Brett Richards	Telephone: 402-502-1300

**Exhibit D: LIST OF CHARTS AND OTHER ATTACHMENTS
[SFA shall provide to all vendors with RFP/Contract]**

Chart 1: Enrollment Chart (By Campus)

Chart 2: Designation of Program Expenses

1. The SFA deemed the following Program Expense schedule to be a necessary part of this bid specification as an indicator of who will have responsibility for the cost.
2. Costs that are not provided for under the standard contract terms and conditions, but are necessary for the effective on-site operation of the food service program and are directly incurred for the SFA's operation, must be assigned by the SFA and included in the RFP.
3. The column selected by the SFA for each expense represents whether the SFA or FSMC is ULTIMATELY responsible for that cost.

DESCRIPTION	FSMC	SFA	N/A
FOOD:			
Food Purchases	X		
Commodity Processing Charges	X		
Processing and Payment of Invoices	X		
LABOR:			
FSMC EMPLOYEES:			
Salaries/Wages	X		
Fringe Benefits and Insurance	X		

Retirement	X		
Payroll Taxes	X		
Workers' Compensation	X		
Unemployment Compensation	X		
SFA EMPLOYEES:			
Salaries/Wages			X
Fringe Benefits and Insurance			X
Retirement			X
Payroll Taxes			X
Workers' Compensation			X
Unemployment Compensation			X
OTHER EXPENSES:		FSMC	SFA N/A
**Paper/Disposable Supplies	X		
Cleaning/Janitorial Supplies			X
**Tickets/Tokens	X		
China/Silverware/Glassware:	X		
Initial Inventory			X
Replacement during Operation	X		
Telephone:			
Local – internet			X
Long Distance			X
Uniforms	X		
**Linens			X
Laundry			X
Trash Removal:			
From Kitchen			X
From Dining Area			X
From Premises			X
Pest Control			X
Equipment Replacement:			
Nonexpendable			X
Expendable	X		
Equipment Repair			
**Vehicle Rental (Include Explanation in RFP)			X
**Vehicle Maintenance			X
**Courier Service (i.e., Bank Deposits, School Deliveries)	X		
**Storage Costs:			

Food		X	
Supplies		X	
**Office Supplies	X		
**Printing		X	
**Promotional Materials	X		
**Cellular Phones (See optional requirements)	X		
**Mileage (See optional requirements)	X		
**Lodging (See optional requirements)	X		
**Per Diem (See optional requirements)	X		
**Taxes	X		
Sales	X		
Other	X		
**License Fees	X		
Other (Add other expenses charged to food service. <i>Overhead expenses incurred by FSMC cannot be included</i>)	X		
Cleaning responsibilities:			
Food Preparation Areas & Equipment	X		
Serving Areas	X		
Kitchen Areas	X		
Dining Room Floors		X	
Periodic Waxing and Buffing		X	
Daily Routine Cleaning of Dining Room Tables & Chairs		X	
Thorough Cleaning of Dining Room Tables & Chairs		X	
Cafeteria Walls		X	
Kitchen Walls		X	
Light Fixtures		X	
Windows		X	
Window Coverings		X	
Restrooms for Food Service Employees		X	
Grease Traps	X		
Hoods	X		
Grease Filters	X		
Duct Work	X		
Exhaust Fans	X		
Other: (List Below)			

- Chart 3: Projected Enrollment by Campus – Projected new campuses and dates of anticipated opening must be included
- Chart 4: Staffing (Identifying whether each position is SFA or FSMC personnel):
- A - Cafeteria Staffing (Elementary)- All FSMC
 - B - Cafeteria Staffing (Secondary)- All FSMC
- Chart 5: Participation Data for free, reduced-price and paid meals:
- Meal Prices and Costs per Meal
- **Secondary Breakfast= \$1.75; Secondary Lunch= \$2.60**
 - **Elementary Breakfast= \$1.50; Elementary lunch= \$2.35**
- Chart 6: Chart/copies of Reimbursement Claims for Current and Prior School Years
- Identify:**
1. The percentage of time FSMC employee will work at each SFA-FSMC Choice.
- Chart 7: School Calendar for 2013-14.

Exhibit E: FOOD SPECIFICATIONS

1. All Food Specifications must meet requirements of the United States Department of Agriculture (“USDA”) *Food Buying Guide* (“FBG”).
2. All USDA-donated USDA Foods offered to the SFA and made available to FSMC are acceptable and should be utilized in as large a quantity as may be efficiently utilized.
3. Breads, bread alternates, and grains must be made from whole-grain or enriched meal or flour; whole grain rich products must contain at least 51% whole grains by weight or have a whole grain listed as the first ingredient label. The remaining grains in the product must be enriched.
 - a. At least half of the grains offered must be whole grain-rich as of 2012-2013.
 - b. By July 2014 all grains offered must be whole grain-rich
4. All meat and poultry must have been inspected by USDA and must be free from off color or odor.
 - a. Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.
 - b. For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
 - c. Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators* from USDA.
 - d. All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef, pork and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
5. All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading required for USDC Grade A product or product packed under federal inspection (PUFI) by the USDC.
6. All cheese should be firm, compact and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; and have a pleasing flavor; demonstrate satisfactory melting; and contain proper moisture and salt content.

7. Fresh fruits and vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Fruits must at a minimum meet the food distributors' second quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
8. All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and canned fruits (standard) must meet the second quality level.
9. Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
10. Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
11. If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
12. Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
13. Fluid milk as a beverage. Must be low fat % or less and flavored must be fat free.

Exhibit F: METHODOLOGY FOR ALLOCATED COSTS

Indicate methodology for allocating costs. **NOTE: ALLOCATED COSTS MAY NOT BE INCLUDED IN THE GENERAL AND ADMINISTRATIVE EXPENSE FEE.**

Exhibit G: 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, and Environmental Protection Agency (EPA) regulations (40 CFR Part 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 Part 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.
1. FSMC has signed the
 - a. Anti-Collusion Affidavit, Exhibit I, 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 H, which is attached herein and is incorporated by reference and made a part of this Contract. (Reference 7 CFR § 3017.)
 - c. Lobbying Certification, Exhibit J, 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 K.

Exhibit H: SCHEDULE OF FSMC EMPLOYEES

- All positions will allow for current SFA employees to interview first for FSMC for the 2013-14 school year.
- The below is minimum requirements for staff in the food service program and is what our current staffing is for each school (except for junior high where we only have two staffers).

SUPERVISOR	SUP./CASHIER
HS DIPLOMA OR EQUIVALENT PREVIOUS EXPERIENCE WORKING WITH PREPARATION OF FOOD FOR LARGE GROUPS.	
Elementary Buildings	
HS DIPLOMA OR EQUIVALENT	KITCHEN AIDE
HS DIPLOMA OR EQUIVALENT	KITCHEN AIDE
HS DIPLOMA OR EQUIVALENT PREVIOUS EXPERIENCE WORKING WITH PREPARATION OF FOOD FOR LARGE GROUPS.	COOK
Middle School	
HS DIPLOMA OR EQUIVALENT	KITCHEN AIDE
HS DIPLOMA OR EQUIVALENT	KITCHEN AIDE
HS DIPLOMA OR EQUIVALENT PREVIOUS EXPERIENCE WORKING WITH PREPARATION OF FOOD FOR LARGE GROUPS.	COOK
High School	
HS DIPLOMA OR EQUIVALENT	CASHIER/TICKET SCANNER
HS DIPLOMA OR EQUIVALENT	KITCHEN AIDE
HS DIPLOMA OR EQUIVALENT	COOK
HS DIPLOMA OR EQUIVALENT	KITCHEN AIDE
HS DIPLOMA OR EQUIVALENT	KITCHEN AIDE

Exhibit J: SUSPENSION AND DEBARMENT CERTIFICATION

U. S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility,
And Voluntary Exclusion-Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Signature

Date

Exhibit J (Continued)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from that covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Exhibit K: ANTI-COLLUSION AFFIDAVIT

ANTI-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Signed _____

Subscribed and sworn before me this ___ day of _____, 20__.

Notary Public (or Clerk or Judge) _____

My commission expires _____

Exhibit L: PROCUREMENT: CERTIFICATION REGARDING LOBBYING

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

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

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Exhibit M: DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1362

0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial offering</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="padding-left: 100px;">Tier _____, if known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address Of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p> <p style="text-align: center;">(Attach continuation sheet(s) if necessary)</p>	<p>b. Individuals Performing Services (Incl. Address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____</p> <p style="padding-left: 100px;">value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:</p> <p style="text-align: center;">(Attach continuation sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>		
<p>Federal Use Only: Reproduction of:</p>		<p style="text-align: right;">Authorized for Local</p> <p style="text-align: right;">Standard Form – LLL</p>

Exhibit M: Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities PROCUREMENT

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

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

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants, & contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., **Request for Proposal** (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action. (b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ADDENDUM
SCHOOL FOOD SERVICE AGREEMENT
2013/14

The following is additional language to the Agreement for Management of a School Food Service Program dated July 1, 2013 between **TAHER, INC.**, a Minnesota corporation, with its principal place of business at 5570 Smetana Drive, Minnetonka, MN 55343 (called “CONTRACTOR”) and **SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS**, 14801 S. 108th St., Springfield, NE 68059 (called “SPONSOR”).

THE PARTIES AGREE AS FOLLOWS:

1. Personnel Matters.

- A. Solicitation; Hiring. During the term of this Agreement and for a period of two years following its termination, neither SPONSOR nor its successors or assigns, shall employ, or seek to employ, any supervisory or management person (Chef, Food Service Director, District Manager) employed by CONTRACTOR who participated in providing the Food Service under this Agreement. SPONSOR acknowledges and agrees that the CONTRACTOR’S employees have acquired special knowledge, information, skills and contacts as a result of being employed with and trained by CONTRACTOR. If SPONSOR hires, makes any agreement with, or permits employment of, any such employee, within the restricted period of time, SPONSOR agrees that CONTRACTOR shall suffer damages and SPONSOR shall pay CONTRACTOR a liquidated sum equal to two and one half times the annual compensation for each such person hired. This paragraph shall survive the termination of the Agreement.

- B. New Employee Work Eligibility Verification. Pursuant to Nebraska Revised Statute § 4-114 the Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 W.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. The Contractor is further required and hereby agrees to include this same provision in every contract with subcontractors which will be physically performing services within the state of Nebraska in conjunction with the contractors’ contract with the District.

Pursuant to Nebraska Revised Statute § 4-108, if the Contractor is an individual or sole proprietorship, then the following also applies:

- 1) The Contractor must complete the United States Citizenship Attestation Form, available on the Nebraska Department of Administrative Services website at www.das.state.ne.us.
- 2) If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- 3) The Contractor understands and agrees that lawful presence in the United States is required and the contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. State. § 4-108.

2. CONTRACTOR'S Compensation.

- A. General Compensation Structure. The gross receipts from CONTRACTOR's operation of the Food Service shall be retained by SPONSOR, including all cash, credits, reimbursements and commodity payments. Commodities received by the SPONSOR will be turned over to the CONTRACTOR for use only in SPONSOR's school lunch program. The CONTRACTOR shall provide a report that identifies contents of each deposit by the type of sale to SPONSOR at the close of each month. The SPONSOR shall maintain control of the school lunch account, has overall financial responsibility for the food service and shall pay the CONTRACTOR from the gross receipts deposited in the SPONSOR's food service bank account.
- B. Definitions. The following definitions shall be used in this Agreement:
 - 1) Billing Rates: CONTRACTOR shall provide the Food services on a basis whereby CONTRACTOR shall be reimbursed a Meal Fee per Meal Type. The fee charged by the Contractor during the 2013/2014 school year will be as follows: $\$2.82 + \$0.22 = \$3.04$ for student lunches, 1.45 for student breakfasts, \$.78 for snacks, and \$3.01 for Ala Carte Equivalents.
 - 2) Equivalent. The term "Meal Equivalent" shall mean the total of the sales for a la carte items, milk, and miscellaneous items in the operation of the food service divided by the equivalent rate of \$3.1075 per meal.
 - 3) Costs of Business. The term "Costs of Business" shall mean the sum of all costs, charges, and expenses incurred by CONTRACTOR in connection with its operation of the Food Service including, but not limited to the following items:
 - a) CONTRACTOR'S direct cost of labor for the operation of the Food Service, including wages and overtime, salaries, bonuses, retirement plans, vacation, sick pay and severance pay; group benefits such as health insurance and

pension; worker's compensation and unemployment compensation insurance; payroll taxes, employee meals, travel expenses and other directly related labor costs;

- b) CONTRACTOR'S cost of food, beverages, merchandise, materials, expendables and supplies purchased by it for the operation of the Food Service, excluding donated commodities but including applicable taxes and delivery charges, less all applicable discounts and rebates that will be subtracted on the original invoice;
- c) CONTRACTOR'S costs of all other operating expenses incurred by it with respect to its operation of the Food Service including, but not limited to: costs of licenses, permits, maintenance and rental expenses, rent, security costs and cash losses or disappearances incurred by CONTRACTOR on SPONSOR'S Premises not involving CONTRACTOR'S employees or agents, information systems, software, armored car services, promotions or proprietary materials, decorations, necessary overnight delivery, general liability insurance based on the average manual rates for such insurance in the geographic area of SPONSOR'S Premises, other insurance maintained pursuant to the Agreement, out-of-pocket travel and related expenses for training of employees assigned to the Food Service operation, including the costs of an on-site trainer temporarily assigned to SPONSOR'S Premises, sales and use taxes; and any other services related to the operation of the Food Service; and
- d) Any tax plus penalties, which any government determines is payable by CONTRACTOR in the operation of the Food Service;

C. Assumptions. Financial terms of this Agreement are based upon the following assumptions (the "Assumptions"), based on information supplied by SPONSOR:

- 1) That all relevant federal, state and local statutes, rules and regulations relating to school lunch and breakfast programs in effect as of the date hereof shall remain consistent throughout the term of this Agreement;
- 2) That SPONSOR will comply with all federal and state requirements, rules and regulations pertaining to school lunch and breakfast programs and that SPONSOR will obtain all available school lunch and breakfast reimbursements;
- 3) That the quantity, quality and variety of donated commodities throughout the term of this Agreement will be a minimum of \$.2275 per reimbursable meal served;

- 4) That the hours of service of meals, service requirements, type or number of facilities selling food and beverages on SPONSOR's Premises will remain consistent throughout the year;
- 5) That the federal reimbursement rate will be a minimum of \$2.86 for each free lunch, \$2.46 for each reduced price lunch and \$.27 for each paid lunch; \$1.55 for each free breakfast, \$1.25 for each reduced breakfast, and \$.27 for each paid breakfast;
- 6) That the prices charged for school lunches will be \$2.45 for elementary students, \$2.70 for secondary students; \$1.50 for elementary student breakfast and \$1.75 for secondary breakfast; and that these charges will remain constant through the term of this Agreement;
- 7) That SPONSOR's enrollment will be at or above what is specified in the request for proposal throughout the term of this Agreement;
- 8) That there will be at least 178 days of Food Service operation for lunch and 151 days for breakfast. If there is a significant deviation in the days of service, there may need to be a recalculation of the budgeted return; and
- 9) That there occur no fires, floods, wars, riots, strikes, labor unrest, weather, or other events or acts beyond CONTRACTOR's control, which adversely affect the cost of CONTRACTOR's performance of this Agreement.

D. Inventory. Prior to the start of initial operation of the Food Service, SPONSOR and CONTRACTOR will take a beginning inventory of all usable food, supplies and donated commodities on SPONSOR's Premises. CONTRACTOR shall use such inventory which it determines, in its reasonable discretion, is usable in the Food Service at a value determined by invoice cost. On termination of this Agreement, SPONSOR and CONTRACTOR will take another inventory of the usable food, supplies and donated commodities on hand at that time. If, in using the same valuation method used in the initial inventory, it is found that the value of ending inventory is greater than the value of beginning inventory, the difference shall be added to CONTRACTOR's Costs of Business, and if the value of the ending inventory is less, the difference shall be subtracted from CONTRACTOR's Cost of Business. All inventory shall remain on SPONSOR's Premises.

E. Budget. Prior to May 1 of each year, CONTRACTOR shall submit a budget for the upcoming school year pursuant to the Assumptions. The approved budget is attached as Exhibit A. The variance of actual occurrences during the upcoming school year from the Assumptions shall be at the risk of SPONSOR. If any of the Assumptions shall

prove to be inaccurate, the budget and all other financial terms of this Agreement, including those contained in paragraph 10F, shall be adjusted in proportion to the actual occurrences.

F. SPONSOR's Net Return; Unanticipated Profits. Provided that actual occurrences do not vary from the Assumptions, CONTRACTOR's budget provides for a net return to the SPONSOR on the Food Service based on the approved meals prices and budget for the school year ("Target Net Return"). If SPONSOR's Target Net Return is less than such amount for reasons other than a variance from the Assumptions due to causes beyond the control of CONTRACTOR, CONTRACTOR's Fees otherwise payable under this Agreement shall be reduced by 100% of the amount of the deficiency. Any and all guaranteed returns must remain in the SPONSOR's nonprofit food service fund.

3. Budget. Prior to May 1 of each year, CONTRACTOR shall submit a budget with billing rates for the upcoming school year pursuant to the Assumptions. The variance of actual occurrences during the upcoming school year from the Assumptions shall be at the risk of SPONSOR. If any of the Assumptions or details as presented in the RFP shall prove to be inaccurate, the budget and all other financial terms of this Agreement shall be adjusted in proportion to the actual occurrences.

4. Payment; Deposit. CONTRACTOR shall account to SPONSOR on a calendar month basis over ten (10) months beginning on the first month of the school year. Prior to the end of the following month, CONTRACTOR shall submit to SPONSOR an itemized monthly invoice. Invoices are payable within ten (10) days of receipt, with past due amounts subject to a monthly service charge of 1.5% per month (or maximum legal rate if lesser) and collection costs (including reasonable attorneys' fees) as incurred. Any interest payments due CONTRACTOR for non-payment shall not be paid to CONTRACTOR out of the nonprofit lunch fund, but rather SPONSOR'S general fund. Before the school year begins, CONTRACTOR shall submit an invoice to SPONSOR equal to one month's meal counts. On the final invoice for the school year, CONTRACTOR shall credit SPONSOR for payment of said invoice and any net credit balance shall be paid to SPONSOR.

5. Indemnity.

A. CONTRACTOR's Obligation. CONTRACTOR shall indemnify and hold SPONSOR harmless from and against all claims, liability, losses, costs, expenses including reasonable attorney's fees, and damages arising out of production, preparation, sales and delivery of food products by CONTRACTOR or out of CONTRACTOR's use of delivery vehicles; provided, however, that SPONSOR shall give CONTRACTOR and its insurers the opportunity to defend, litigate and settle such claims and SPONSOR shall cooperate in such defense.

- B. SPONSOR's Obligation. SPONSOR shall indemnify and hold CONTRACTOR harmless from and against all claims, liability, losses, costs, expenses including reasonable attorney's fees, and damages arising out of any personnel action taken by SPONSOR or by CONTRACTOR at SPONSOR's direction or out of injury or death of persons or damage to property, except those described in paragraph 14A above, if such claims are covered by insurance maintained by or for the benefit of SPONSOR. SPONSOR shall also indemnify and hold CONTRACTOR harmless from and against any liability or assessment, including related interest and penalties, arising from tax assessment on the Food Service operation other than CONTRACTOR's employee taxes and city, state or federal income taxes, and shall pay expenses, including reasonable attorney's fees, incurred by CONTRACTOR in enforcement of the indemnity.
- C. Mutual Obligations. Each party shall indemnify and hold the other harmless from and against any claims, liability, losses, costs, expenses including reasonable attorney's fees, and damages arising out of any injury (whether to body, property, or personal or business character or reputation) sustained by any person or to any person or to property by reason of any act, neglect, default, or omission of it or any of its agents, employees, or other representatives, and it shall pay all sums to be paid or discharged in case of an action for any such damages or injuries. If either party is sued in any court for damages by reason of any of the acts of the other party referred to herein, such other party shall defend said action, or cause same to be defended, at its own expense and shall pay and discharge any judgment that may be rendered in any such action. If such other party fails to or neglects to so defend the said action, the party sued may defend the same and any expenses, including reasonable attorneys' fees, which it may pay or incur in defending said action and the amount of any judgment which it may be required to pay shall be promptly reimbursed by the other party upon demand. Nothing herein is intended to nor shall it relieve either party from liability for its own acts, omissions, or negligence.
- D. Survival. Information specified in Section 6 shall survive termination of the Agreement.

6. Insurance.

- A. CONTRACTOR's Obligation. CONTRACTOR shall maintain, as a direct cost of operation, Worker's Compensation insurance as required by law; General Liability, including products liability, insurance with limits of \$1,000,000 for injury or death of any one person, \$4,000,000 for injury or death of two or more persons in any one occurrence; and \$500,000 for property damage for each occurrence; and Automobile Liability insurance with limits of \$1,000,000 for injury or death to any one person, \$3,000,000 for injury or death of two or more persons in any one occurrence; and \$500,000 property damage for each occurrence. At SPONSOR's request, CONTRACTOR shall deliver to SPONSOR certificates evidencing such insurance.

B. SPONSOR's Obligation. SPONSOR shall maintain fire and extended coverage insurance on SPONSOR's Premises, the equipment and the utensils for their full insurable value. SPONSOR shall endeavor to secure an appropriate clause in or an endorsement upon, each fire or extended coverage or rent insurance policy obtained by it covering SPONSOR's Premises and the equipment, fixtures, and other personal property located thereon, pursuant to which the respective insurance companies waive subrogation or permit the insured, prior to any loss, to agree with a third party to waive any claim it might have against such third party. The waiver of subrogation or permission for waiver of any claim shall extend to CONTRACTOR and its employees and agents. At CONTRACTOR's request, SPONSOR shall obtain and deliver to CONTRACTOR certificates evidencing such insurance.

7. **Force Majeure.** CONTRACTOR shall not be responsible for any delay or failure to perform its obligations under this Agreement resulting from fires, floods, wars, riots, strikes, weather, or other events or acts beyond its control, provided, however, in the event of strike or other work stoppage which interferes with the operation of the Food Service, CONTRACTOR shall, upon SPONSOR'S request, take all reasonable steps to continue to provide Food Service, subject to reimbursement by SPONSOR.

8. **Renewal.** This Agreement is renewable each year for four (4) additional one-year terms, at the SPONSOR'S discretion and by mutual agreement. The contract may be terminated at the option of either party upon written notice of non-renewal given to the other party at least sixty (60) days prior to the start of the school year. By May 1st of each year, the CONTRACTOR shall indicate its desire to renew this Agreement by submitting to SPONSOR a budget for the operation of the Food Service for the upcoming school year. The budget shall contain all of the detail of the budget attached to the Food Service Agreement and shall set out any amendments of the Assumptions on which CONTRACTOR has relied in preparing the new budget. Financial terms for each renewal will be negotiated annually by reference to increase in the Consumer Price Index for Food and Beverages Away from Home in the Midwest Region for the same period.

9. **Termination.** This Agreement shall be terminated as follows:

A. **For Cause.** If either party breaches a material provision of this Agreement, the non-breaching party may give the breaching party notice of such breach. If the breach is remedied within ten days, in the case of failure to make payment when due, or within sixty days in the case of any other breach, the notice shall be null and void. If such breach is not remedied within the time specified, the party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. These rights of termination are not exclusive, but are in addition to any other rights available to a party at law or in equity.

B. **Without Cause**. Either party may terminate this Agreement at any time without cause upon sixty days written notice to the other party.

Upon termination of this Agreement, CONTRACTOR shall be compensated as provided herein for its performance of this Agreement through the date of termination and CONTRACTOR shall surrender SPONSOR'S Premises, equipment and utensils in the same condition as received by CONTRACTOR, reasonable wear and tear excepted.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first above written.

SCHOOL FOOD AUTHORITY:

By: _____

Title: _____

Date: _____

FOOD SERVICE MANAGEMENT COMPANY:

By: _____

T i t l e : _____

-

Date: _____

APPROVED BY STATE AGENCY:

By: _____

Title: _____

Date: _____



**Board of Education
Future Planning
June 24, 2013**

1. 6/26/13- NASB Open Meetings Law Workshop: Lincoln, NE 6:30- 9:00 PM
2. 7/8/13- Regular Board Meeting: 6 PM- Site, 6:30 PM- Finance, 7 PM- Board Mtg.
3. 7/12/13- Foundation Dinner/ Auction, Millard Social Hall, 6 PM
4. 7/21/13- Board Retreat 8:30 AM
5. 7/22/13- Board Work Session 7 PM
6. 7/23/13- NASB School Finance Workshop, Lincoln, NE 5:30-8:45 PM
7. 8/9/13- All Teachers Report
8. 8/15/13- 1st Day of School