

Food Service Management Company (FSMC)

Request for Proposal

Cost-Reimbursable

School District/Public Entity Name: Washoe County School District (WCSD)

Solicitation Number: RFP ##90-P-01-25-AS

Solicitation Release Date: January 23, 2025

Solicitation Due Date: March 7, 2025

Solicitation Due Time: 2:00 P.M. Pacific Time (local WCSD time)

Submittal Location: 14101 Old Virginia Road, Room 0
Reno, NV 89521

Mandatory Pre-Proposal Conference Date: February 12, 2025

Pre-Proposal Conference Time: 9:00 A.M. Pacific Time (local WCSD time)

Pre-Proposal Conference Location: WCSD Nutrition Services Center
585 Spice Islands Court
Sparks, NV 89431

Question Deadline: February 19, 2025

All Questions must be submitted by email to solicitations@washoeschools.net no later than 4:30 P.M. Pacific Time (local WCSD time).

Description of Procurement:

Washoe County School District is soliciting proposals from qualified Food Service Management Companies (FSMC) to provide its food service program with management, training and development of food services staff, quality control, operational and technical support and financial management of the program. The FSMC will also be responsible for updating the district on any USDA changes that would affect WCSD's food service program.

Competitive sealed proposals for the materials or services specified will be received by WCSD at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read.

Proposals must be in the actual possession of WCSD on or prior to the time and date, and at the submittal location indicated above. **Late proposals or proposals delivered to a WCSD site other than the one cited above will be rejected and will not be considered.**

Proposals must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All proposals must be completed in ink or typewritten. Additional instructions for preparing a proposal are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Procurement Officer.

OFFERORS ARE RESPONSIBLE FOR READING THE ENTIRE SOLICITATION

Procurement Officer: Andrea Sullivan, Director of Procurement and Contracts

Procurement Officer Email Address: solicitations@washoeschools.net

OFFER AND AWARD

RFP #90-P-01-25-AS

The Undersigned hereby offers and agrees to furnish the services, food, and supplies in compliance with all the terms, conditions, specifications and amendments in the solicitation. Unsigned offers will not be accepted.

Company Name

Name of Person Authorized to Sign Offer

Street Address

Title of Authorized Person

City State Zip Code

Signature of Authorized Person Date of Offer

Telephone Number: _____

Email Address: _____

Offeror's Nevada (Sales) Use Tax License Number: _____

Offeror's Federal Employer Identification Number: _____

Acknowledgement of Amendment(s):
(Offeror acknowledges receipt of amendment(s) to the Solicitation for Offers and related documents numbered and dated

Amendment Number/Date

Amendment Number/Date

ACCEPTANCE OF OFFER AND AWARD

Solicitation Number: _____

Your Offer, dated _____, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by Washoe County School District

Signature

Date

Washoe County School District

State Agency Approval Use
DO NOT OFFER AWARD UNTIL STATE AGENCY APPROVAL

Date Received: _____

Action Required: ☐ Yes ☐ No

Comments: _____

State Agency Reviewer Signature

Date Approved

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

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

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

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
Program.Intake@usda.gov

This institution is an equal opportunity provider.

SECTION 1: DEFINITIONS OF TERMS

Purpose: The purpose of this Request for Proposal is to enter into a contract with qualified FSMC to provide Food Service Management for **Washoe County School District**. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. "ASCS" means After School Care Snack
- B. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.
- C. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- D. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- E. "Contractor" means any person who has a contract with **Washoe County School District (WCSD)**
- F. "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
- G. "CN" means Child Nutrition
- H. "DF" means Donated Food
- I. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- J. "Fixed-Fee" means an agreed upon amount that is fixed at the inception of the Contract
- K. "FNS" means Food Nutrition Services
- L. "FSMC" means Food Service Management Company
- M. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received
- N. "NDA" means Nevada Department of Agriculture
- O. "NSLP" means National School Lunch Program
- P. "Offer" means bid, proposal or quotation.
- Q. "Offeror" means a vendor who responds to a Solicitation.
- R. "Procurement Officer" means the person duly authorized by the School District/Public Entity to enter into and administer Contracts, direct contract changes and make written determinations with respect to the Contract or their designee
- S. "Responsible Offeror" means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest Proposal
- T. "Responsive Offeror" means the Offeror who submits a Proposal that conforms in all material respects to this Request For Proposals, Instruction to Offerors and the Plans and Specifications which are incorporated herein by this reference
- U. "SBP" means School Breakfast Program
- V. "SFA" means School Food Authority and refers to **Washoe County School District** that executes the contract
- W. "Solicitation" means an Invitation for Bid (IFB), a Request for Proposal (RFP), or a Request for Quotation (RFQ)

- X. "Solicitation Amendment (or Addendum)" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- Y. "SMP" means Special Milk Program
- Z. "SFSP" means Summer Food Service Program (Seamless/Simplified)
- AA. "Sponsor" means the same as "School Food Authority", but also includes non-profit ownership's participating in the educational system of the State, public or non-profit residential childcare institution (RCCI) which operates principally for the care of children
- BB. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- CC. "USDA" means United States Department of Agriculture

SECTION 2: SCOPE OF WORK

BACKGROUND

Washoe County School District (WCSD) hereby referred to as a school food authority (SFA) seeks to contract with a Food Service Management Company (FSMC) to operate the following food services: National School Lunch Program (NSLP), School Breakfast Program (SBP), Seamless Summer Option (SSO), Summer Food Service Program (SFSP) (currently with the Food Bank of Northern Nevada), Child Adult Care Food Program (currently through Kids Café, Head Start, and UNR Deans Future Scholars), NSLP After School Care Snack (ASCS), Fresh Fruits and Vegetable Program (FFVP), and vending meals to other non-WCSD schools (Hillside ES). This Request for Proposal (RFP) is intended to provide a basis for selection for a FSMC. The selected FSMC will be responsible for the management of the food services staff, quality, control, training and development of staff, extensive operational and technical support as well as financial management of the program. The FSMC is also expected to inform WCSD of any changes in USDA requirements. In submitting a proposal, the FSMC agrees that it will perform the work described in their RFP offer and Agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal, state, city and/or county regulatory body or governmental agency. By reading and accepting this pre-qualification outline, the interested FSMC acknowledges that the SFA has no obligation to contract, unless, in its sole opinion, it is in its best interest to do so. The SFA may request of the FSMC additional food service programs per the terms of the RFP.

The SFA employs 397 persons and provides food service to approximately 59,413 children at 103 school sites. The food service prepares approximately 3,123,853 breakfasts, 4,964,021 lunches, 45,000 snacks, and 475,165 equivalent meals annually. The SFA was awarded FFVP grant for SY 24/25 in the amount of \$554,700. Washoe County School District will be opening one (1) new Career and Technical high school in August 2025 and has plans to replace several existing schools and possibly close others within the coming five (5) years. Additional SFA information can be found within Attachments A-X.

A. The SFA will adhere to the following Code of Federal Regulations (CFR) in the oversight of the food service program:

- (1) Adhere to the procurement standards specified in §210.21 when contracting with the food service management company; [7 CFR §210.16(a)(1)]
- (2) Ensure that the food service operation is in conformance with the school food authority's agreement under the Program; [7 CFR §210.16 (a)(2)]
- (3) Monitor the food service operation through periodic on-site visits; [7 CFR §210.16 (a)(3)]
- (4) Retain control of the quality, extent, and general nature of its food service, and the prices to be charged the children for meals; [7 CFR §210.16 (a)(4)]
- (5) Retain signature authority on the State agency-school food authority agreement, free and reduced-price policy statement and claims; [7 CFR §210.16 (a)(5)]
- (6) Ensure that all federally donated foods received by the school food authority and made available to the food service management company accrue only to the benefit of the school food authority's nonprofit school food service and are fully utilized therein; [7 CFR §210.16 (a)(6)]
- (7) Maintain applicable health certification and assure that all State and local regulations are being met by a food service management company preparing or serving meals at a school food authority facility; [7 CFR §210.16 (a)(7)]
- (8) Establish an advisory board composed of parents, teachers, and students to assist in menu planning; [7 CFR §210.16 (a)(8)]
- (9) Obtain written approval of invitations for bids and requests for proposals before their issuance by the State agency. The school food authority must incorporate all State agency required changes to its solicitation documents before issuing those documents [7 CFR §210.16 (a)(9)]
- (10) Ensure that the State agency has reviewed and approved the contract terms and that the school food authority has incorporated all State agency required changes into the contract or amendment before any contract or amendment to an

existing food service management company contract is executed. Any changes made by the school food authority or a food service management company to a State agency pre-approved prototype contract or State agency approved contract term must be approved in writing by the State agency before the contract is executed. When requested, the school food authority must submit all procurement documents, including responses submitted by potential contractors, to the State agency, by the due date established by the State agency. [7 CFR §210.16 (a)(10)]

(11) Shall administer the application process for all free and reduced-price meals and shall establish and notify parents and guardians of program criteria for eligible students. The SFA shall be responsible for verifying applications for Free and Reduced-Price Meals as required by USDA regulations. The SFA will ensure that no child is discriminated against on the basis of race, color, national origin, age sex or disability. Both the SFA and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced-price meals. [7 CFR§245.6]

(12) Every school year, the SFA with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, SFA shall: ensure that the school implements corrective action; and, within 45 days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the State agency under 7CFR§210.7(c) of this part and that the counting system, as implemented, yields the actual number of reimbursable free, reduced price and paid lunches, respectively, served for each day of operation. [7 CFR§210.8(a)(1)]

METHOD OF APPROACH AND IMPLEMENTATION PLAN

The SFA participates in the NSLP, SBP, ASCS, SFSP, and surplus USDA Foods are available for use in the selected program(s), and it is the intent of the SFA that such items will be included in menus to the greatest extent possible.

1. Food Purchase Specifications.

- A. Whether the SFA conducts its own procurement, or if the FSMC procures products on behalf of SFA, the FSMC may not require any additional liability coverage, regardless of dollar value, beyond that which SFA would require under procurements not involving FSMC.
- B. The FSMC bills the SFA for all items when purchased. The FSMC will act as the purchasing agent and will be responsible for purchasing all food items and supplies, required for the Child Nutrition Program (CNP). Food quality must meet or exceed the requirements specified in the Child Nutrition Program Food Buying Guide (<https://foodbuyingguide.fns.usda.gov/>). The FSMC will purchase quality products at the lowest possible cost utilizing existing contracts in place by the FSMC at the corporate level. All purchases generated by the FSMC upon District approval, must adhere to the federal CNP procurement regulations in 2 CFR 200 and 7 CFR 210.21 and will adhere to Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. Purchases made in accordance with the Buy American provision must still follow the applicable procurement rules calling for free and open competition. The FSMC shall purchase all food and non-food at the lowest price possible consistent with maintaining quality standards and service. The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality and price for the SFA's food service program. Specifications shall cover items such a grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time. 210.16(c)(3).
- C. Per USDA guidance, the procurement plan must outline the specific procedures per 2CFR Part 200 for program operators 2CFR 318 (a). Specifically, the plan must follow the types of procurement available: micro purchase, small purchase, and formal procurement methods. The plan must prohibit the acquisition of unnecessary or duplicative items per 2CFR 218(d). The plan must also ensure all solicitations incorporate a clear and accurate description for the material, product, or service to be procured. It must not be duly restrictive as to limit competition; it must also take steps to assure that small minority and women's business are used when possible.
- D. Per 2CFR Part 200.3189(c)(1) the non-Federal entity must maintain written standard of conduct covering conflicts of interest and to govern the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. The code of conduct must also provide for disciplinary action for violations by officers, employees, or agents (2CFR 200.318 (c)1).

- E. The FSMC must submit a comprehensive plan on how the FSMC will provide input to purchase food for the menus that will keep costs low and quality high. In the plan, the FSMC must describe the methodology it will use to document the market value of the USDA Foods or commodities used on the invoice. The FSMC must state the estimated food costs on Attachment 7.6. The FSMC shall provide a sample invoice in the offer that will meet all the information listed in the Special Terms and Conditions that pertain to USDA requirements.

Beef	USDA inspected	Fresh fruits	US Fancy
Poultry	USDA inspected	Canned fruits	US Fancy
Variety meats	High quality	Canned vegetables	US Fancy
Dairy products	Grade A	Frozen fruits	High quality
Eggs	Fresh Grade A	All other items	High quality
Fish	Government Inspected		

- F. Free and reduced-price lunches are provided to pupils who qualify, as determined by the USDA guidelines. Occasionally, special food services are requested for functions other than the regular lunch periods. Interested FSMCs should include in the offer a provision for accommodating such special requests. Washoe County School District may provide catering services and the successful FSMC is expected to manage this program as well.
- G. Successive menus must offer the same level of quality, variety and nutritional value as the first 21-day proposed menu. WCSD requires the FSMC provide a variety of fruits and vegetables. Each lunch should include two (2) fresh fruits and one (1) canned fruit offered per day. Of the two (2) fresh fruits offered, one (1) shall be something other than apple, banana, or orange. The FSMC shall ensure compliance with the SFA's Agreement with the Nevada Department of Agriculture (NDA).

2. Menu Plan.

- A. Include a copy of a 21-day or 42-day (if applicable) cycle menu developed in accordance with the meal pattern requirements specified in 7CFR§210.16(b)(1). This menu will be used as a basis for projecting costs. The FSMC must adhere to the FSMC developed menu for the first 21-days of meal service. The menu shall meet the requirements stated in Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Changes thereafter may be made with the approval of the SFA. 7CFR§210.16(b)(1).
- B. The FSMC shall provide a reimbursable lunch and breakfast meal pattern which meets the nutrition standards stated in section 201 of the Healthy, Hunger-Free Kids Act of 2010 (Pub. L. 111-296, HHFKA) amended Section 4(b) of the NSLA, 42 USC 1753(b). In addition, provide a reimbursable supper, lunch and snack following meal patterns for programs: SFSP, 7 CFR 225.16 and CACFP, 7 CFR 226.20 when applicable.
- C. FSMC may not change or vary the menus after the first menu cycle for the NSLP, SBP, ASCS, SFSP or the a la carte items without written approval of SFA. SFA shall approve the menus no later than two weeks prior to service. (Reference 7CFR§210.16) Any changes or variances requested by FSMC for substitutions to SFA menu of lower quality food items shall be justified and documented in writing. FSMC 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, NDA and USDA for review upon request. (7CFR§210.16(b)(1))
The FSMC has the option to select the NSLP meal pattern for all Child Nutrition Programs (NSLP, SFSP, and CACFP). The FSMC must select which meal pattern requirements it will choose outside of NSLP when applicable.
The options for program meal patterns to follow: SFSP, 7 CFR 225.16 and CACFP 7 CFR 226.20.
- D. The FSMC will use strategies to keep costs low and quality high to prepare and serve a variety of high quality, wholesome, and nutritious foods and beverages for students, faculty, staff, employees, and others as chosen by the SFA. 7CFR§210.10(a)
- E. As applicable, any additional items served by the FSMC shall comply with 7CFR§210.11, Competitive food service and standards, and any other nutrition standards for all foods sold in school implemented as a requirement under the Healthy, Hunger-Free Kids Act of 2010. Additionally, the SFA and FSMC shall agree to detailed a-la-carte specifications for each a-la-carte item included in the 21-day cycle menu; at a minimum, such specifications shall include:
- (1) A recipe for each menu item that includes the total yield, portion size, ingredients and all USDA required nutrient information;
 - (2) The identity of all branded items that may be used in the meal/a- la-carte, vending, school stores, etc.; and
 - (3) Whenever possible, the grade, style and condition of each food item and other information that indicates the acceptable level of quality for each food item.

- F. The FSMC shall implement an accurate point of service count using the counting system submitted to NDA by the SFA as indicated in the policy statement. The counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation. 7CFR§245.8.
- G. The FSMC shall identify, near or at the beginning of the serving line and prior to the Point of Service, all the food items that constitute a reimbursable meal at both breakfast and lunch. This is intended to assist students in selecting the meal components that comprise the reimbursable meal and in the appropriate quantities. 7CFR210.10(a)(2).
- H. The FSMC will promote the nutritional education aspects of the SFA food service wellness program and cooperate in the efforts of the SFA to coordinate these aspects with classroom instruction. The FSMC must provide detailed information about the FSMC's philosophy regarding promotion (increasing awareness and participation) of the school food service program.
- I. The FSMC must have extensive experience as food service operators and consultants of food service programs in general, and in public/charter schools as stated on Attachment 7.1. The FSMC shall have specific strategies for increasing both student and adult participation, while at the same time providing high quality, nutritional food. The FSMC shall have experience with this in other school districts.
- J. The FSMC must select a cooking method to produce healthy food which meets the standards of the Child Nutrition Program.
- K. The FSMC shall ensure compliance with a food safety management system that complies with the Hazard Analysis and Critical Control Point (HACCP) principles or meets the USDA guidance for developing a process approach to HACCP. Public Law 108-265. The FSMC will submit a HACCP plan in the offer.

3. Accounting Systems and Records.

- A. The SFA will designate by name and title, the employee who will be responsible to supervise and audit all financially related operations of the FSMC pertinent to the SFA. All deposits will be provided to the SFA, by the FSMC, in bags, with completed deposit tickets organized by school, to be deposited into the SFA account.
- B. The FSMC shall have a detailed internal accounting process as described on of the offer. This should include, at a minimum:
 - (1) Detailed inventory control for storage areas, including USDA Foods;
 - (2) Accounting controls;
 - (3) Method of recording, checking and reporting sales;
 - (4) Internal control of cash handling;
 - (5) Internal audit system;
 - (6) All regular accounting forms used, with explanation of each;
 - (7) Account periods;
 - (8) Detailed description of showing credits and rebates on invoices and the method used to reach those amounts; and
 - (9) Data collection for purposes of evaluating the effectiveness of new and current programs.
- C. The FSMC shall have a policy on how the meals will be served and how proper, accurate pupil participation records will be maintained.

4. Cost Controls and Fees.

- A. Each FSMC shall have a plan for controlling costs which includes:
 - (1) Previous record on meeting budgets and estimating costs;
 - (2) Management and accounting tools that the FSMC will implement to monitor cost controls, revenue, meal counts, and productivity;
 - (3) Outline the number of weeks the FSMC Management will work, the number of Management vacation days and number of Management leave days that will be charged the SFA;
 - (4) Amount of any bonus the FSMC will provide to the management staff, which will be charged to the SFA; and
 - (5) Identify what the management staff performance guarantee will be.

SECTION 3: SPECIAL TERMS AND CONDITIONS

INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. SFA in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

(1) Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$5,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$100,000
- Each Occurrence \$1,000,000

(a) The policy shall be endorsed to include the following additional insured language: ***“Washoe County School District its departments, boards of trustees, officers, officials, agents, employees, and volunteers shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor.”***

(b) Policy shall contain a waiver of subrogation against the SFA, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(c) Policy shall be with an insurance carrier(s) licensed to do business in the State of Nevada and must be approved by WCSD and must include the following:

- Premises-Operations
- Independent Contractor’s Protection
- Products and Completed Operations
- Broad Form Property Damage
- Personal Injury (with Employee Exclusion deleted)
- Blanket Contractual Liability
- Property Damage Liability

(2) Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

(a) The policy shall be endorsed to include the following additional insured language: ***“WCSD its departments, boards of trustees, officers, officials, agents, employees, and volunteers shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor.”***

(b) Policy shall contain a waiver of subrogation against the SFA, as departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(c) Policy shall be with an insurance carrier(s) licensed to do business in the State of Nevada and having a current A.M. Best rating of A-: VII or better and approved by WCSD.

(3) Worker's Compensation and Employers' Liability

Employers' Liability	Statutory
• Each Accident	\$500,000
• Disease – Each Employee	\$500,000
• Disease – Policy Limit	\$1,000,000

(a) Policy shall contain a waiver of subrogation against the SFA, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(b) For cost- reimbursable contracts worker's Compensation shall be included in the administration fee, and not billed separately.

(4) Professional Liability Insurance

During the life of the contract, FSMC shall maintain Professional Liability (Errors and Omissions) Insurance with minimum limits of at least one million dollars (\$1,000,000) per occurrence. This insurance required may be provided under primary policies or by a combination of primary and excess policies.

B. Additional Insurance Requirements:

- (1) The contractor's insurance policies must include Washoe County School District (including its departments, board of trustees, officers, officials, agents, employees, and volunteers) as "additional insureds."
- (2) The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- (3) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the SFA. Such notice shall be sent directly to the SFA office and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Nevada with an "A.M. Best" rating of not less than A-VII. The SFA in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. Verification of Coverage: Contractor shall furnish the SFA with certificates of insurance (ACORD form or equivalent approved by the SFA) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

(1) All certificates and endorsements are to be received and approved by the SFA before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

(2) All certificates required by this Contract shall be sent directly to the SFA office. The SFA project/contract number and project description shall be noted on the certificate of insurance. The SFA reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. Subcontractors: Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall furnish to the SFA separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are an SFA agency, board, commission, or university, none of the above shall apply.

H. No insurance will not be billed separately. Insurance must be included in the administration fee.

CONTRACT TERM

- A. The term of this Contract shall commence on the date the SFA signs the Offer and Award Form, signifying the SFA's acceptance of the Offeror's proposal, but no earlier than **July 1, 2025**. The contract will remain in effect for a term of twelve

(12) months, unless terminated, canceled, or extended as otherwise provided herein, but will run no later than **June 30, 2030**. [7CFR§210.16(d)]

- B. The contract must be one year with the option to have four additional one-year extensions.
- C. The total duration of this Contract, including the exercise of any options under this provision, shall not exceed five (5) years.
- D. Either party may cancel for cause with 120-day notification.
- E. Termination for Cause: The contract may be terminated for cause and for convenience by the SFA. [2 CFR §200 (B)]
- F. Non-Performance Sanction: If contractors violate or breach contract terms, the SFA can place administrative, contractual, or legal remedies, sanctions and penalties as may be appropriate. 7CFR§210.16(b)(2) and 2 CFR 200 (A).
- G. Contract Termination: Upon the service ending by either contract expiration or termination, it shall be incumbent upon the FSMC to cooperate fully with the replacement FSMC. If the SFA is returning to a self-operated food service, the FSMC shall ensure a smooth and timely transition. The FSMC will purchase back unused supplies from SFA at the termination of the Contract in order to prevent overbuying.
- H. The term of this Contract shall commence on **July 1, 2025**. The contract will remain in effect for a term of one (1) year, unless terminated, canceled, or extended as otherwise provided herein. After the initial term, the contract may be renewed for up to four (4) additional one (1) year terms. If all renewals are exercised, this agreement will expire no later than **June 30, 2030**. [7CFR§210.16(d)]

PRICING TERMS

- A. Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the offer.
- B. Pricing for SFSP may be requested by the SFA as an option, which may be exercised during each school year. Prices as stated must be complete for the services offered and shall include all associated costs. Offerors are to utilize the demographics provided to determine pricing, taking bonding requirements into consideration, as identified in this section, paragraph 45.
- C. The SFA will retain control for the establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, e.g., pricing for reimbursable meals, ala carte service including vending machines and adult meals.
- D. The SFA and the FSMC shall work together to ensure a financially sound operation. The FSMC will provide a guarantee and must describe in detail the guarantee conditions, forecasting of cost, and settlement of losses and/or surpluses in this offer.
Options include:
 - (1) Guaranteed No Loss: FSMC guarantees the SFA no loss for the operation of the food service program; or
 - (2) Guaranteed Minimum Return: FSMC guarantees the SFA a return no less than a certain dollar amount for the operation of the food service program.
 - (a) Guaranteed conditions not clearly defined shall be the sole responsibility of the FSMC. If the contract is renewed, the guarantee conditions shall apply to subsequent years. The FSMC cannot recover any deficits in subsequent years if contract is renewed. In the event the guarantee conditions stated are not met, the FSMC and SFA must mutually agree upon the new guarantee minimum amount for the Contract.
- E. Financial terms of the Contract are based upon existing guarantee conditions stated on in offer. If there is a material change in the conditions, including, without limitations, changes to the guarantee conditions, the contract:
 - (1) May be terminated at the end of the current term; or
 - (2) Continue under the same terms as written.SFA and FSMC must mutually agree upon which option above is exercised.
- F. The Procurement Officer may review a fully documented request for a price increase only after the Contract has been in effect for one year. Any requested increase(s) shall be based on a cost increase to the Contractor that was clearly unpredictable at the time of the Offer and is directly correlated to the price of the services contractually covered. A price

increase adjustment shall only be considered at the time of a Contract Extension and shall be a factor in the extension review process. SFA reserves the right to tie any requested increase to a mutually agreed upon Consumer Price Index (CPI).

- G. All written requests for price adjustments made by the Contractor shall be initiated at least ninety (90) calendar days in advance of any desired price increase. The ninety (90) calendar days advance notice is required to allow the Procurement Officer sufficient time to make a fair and equitable determination to any such request. The Procurement Officer shall determine whether the requested price increase or an alternate option is in the best interest of the SFA.
- H. In the event that the FSMC provides management services for the Fresh Fruit and Vegetable Program (FFVP) at any of SFA's Food Service Locations, SFA and FSMC agree to operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the FFVP Handbook for Schools. SFA and FSMC further agree that not more than 10% of the total funds awarded to the school and/or schools for operation of the FFVP may be used for administrative expenses.

PAYMENTS AND INVOICES

- A. No payment for meals shall be made for meals that are spoiled or unwholesome at the time of service, do not meet specifications developed by the SFA, or do not otherwise meet the requirements of this Agreement. No deduction in payment shall be made by the SFA unless the SFA notifies the FSMC in writing within 48 hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction. 7CFR§210.16(c)(3)
- B. The FSMC purchases must be in compliance with standards and specifications in the RFP and in cost-reimbursable contracts and the prices charged to the SFA must be reasonable and necessary. Any silence, absence or omission from the contract specifications concerning any point must be regarded as meaning that only the best commercial practices are to prevail and only material (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
- C. In cost-reimbursable contracts, the SFA shall ensure that the FSMC fully disclose all discounts, rebates, allowances and incentives received by the FSMC from its suppliers. If the FSMC receives a discount, rebate, allowance, or incentive from any supplier, the FSMC must disclose and return to the SFA the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. The FSMC must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv).
- D. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs. 7CFR§210.21 (f)(2)
- E. All cost-reimbursable contracts must have a breakdown of administrative and management fees in order to prevent double billing. Administrative Overhead and Annual Management Fee are:
- (1) *Administrative Overhead:* All program expenses not otherwise defined in the RFP will be assumed by the FSMC under the administrative fee. **All indirect and overhead costs must be included in the administrative fee.** This charge will be reflected as either a cost per meal or flat monthly rate and must be clearly identified in the FSMC offer.
 - (a) The following must be included in the administrative fee and may not be charged to any other expenses. Any travel relating to the following must be covered by the administrative fee.
 - Personnel and Labor Relations Services and Visitation
 - Worker's Compensation
 - Legal Department Services
 - Purchasing and Quality Control
 - Technical Research
 - Cost Incurred in Hiring and Relocating FSMC Management Personnel
 - Dietetic Services; (Administrative and Nutritional)
 - Test Kitchens
 - Accounting and Accounting Procedures
 - Tax Administration
 - Technical Supervision
 - Supervisory Personnel and 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 and Administrative Cost
- Sanitation
- Personnel Advice
- Franchise Charges
- Trademark Charges
- Insurance Necessary for Performance of this Agreement

(2) *Annual Management Fee*: The management fee represents a profit to the FSMC and will be reflected as a cost per meal or monthly flat rate, as stated in the FSMC offer. All bonuses must be paid from the management fee charged by the FSMC. Bonuses cannot be billed to the SFA, as part of the direct cost for labor.

- F. In cost-reimbursable contracts, the FSMC must separately identify, for each cost submitted for payment to the school food authority, the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); 7CFR§210.21(f)(1)(ii)(A). All allowable costs must be made in compliance with the applicable Departmental and Program regulations and the Office of Management and Budget cost circulars. 7CFR§210.21 (f)(1)(iii)
- G. The FSMC must document the value of all USDA Foods used in the school year (including both entitlement and bonus food) and including the value of USDA Foods contained in processed end products. USDA Foods used shall be recorded on the monthly bill/invoice as a separate line item and shall be clearly identified and labeled. The value must include the Federal value, processing fees and shipping and handling fees. This amount will be itemized, totaled, and deducted from the monthly invoice.
- H. The following are the minimum allowable definitions for a pattern meal eligible for reimbursement.
- | | | |
|---------------------------|---|----------------|
| (1) 1 Reimbursable Lunch | = | 1 Pattern Meal |
| 2 Reimbursable Supper | = | 1 Pattern Meal |
| 2 Reimbursable Breakfasts | = | 1 Pattern Meal |
| 3 Reimbursable Snacks | = | 1 Pattern Meal |
- (2) For non-reimbursable meals, the number of meal equivalents shall be determined by dividing the total of all sales, except reimbursable meal sales (including cash for adult meals, a la carte meals and special functions or catering), by the approved free lunch reimbursement rate plus the per meal value of commodities for the current school year.
- I. When submitting the invoice for a cost-reimbursable contract, the FSMC shall provide back-up documentation that supports the following costs:
- (1) Direct FSMC operating costs are defined as:
- Food and supply purchases necessary to perform the food service program
 - Food service program travel and mileage costs incurred
 - Advertising and promotions within the SFA allowable from NPFS account
 - Service business and occupation tax
 - Employee training and development costs
 - Laundry, linen, and uniforms
 - Licenses and permits for performance of this Agreement
 - USDA Foods delivery charges and storage rental
- (2) The FSMC shall make all documentation available for inspection by the SFA. 7CFR§210.21
- (3) The following functions are the FSMC's responsibility, and will be included in such fees:
- Corporate supervision
 - Financial reporting and analysis
 - Field auditing
 - Marketing Assistance
 - Purchasing administration
- J. The FSMC shall submit a separate billing for food, supplies and labor for special functions conducted outside of the non profit SFA service account to prevent double billing.

K. The billing claim information will be sent to the SFA promptly at the end of each month. 7CFR§210.16(c)(1) The SFA shall

pay all amounts when due, but if the SFA does not make a payment when due, no interest can be paid to the FSMC from the Child Nutrition Program.

- L. The FSMC shall provide the SFA with a year-end statement.
- M. The SFA is the responsible authority without recourse to USDA or NDA 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. [7CFR§225.6 (g)(2)(ix)]
- N. Every payment obligation of the SFA under this Contract will be contingent upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the SFA at the end of the period for which funds are available. No liability shall accrue to the SFA in the event this provision is exercised, and the SFA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

CLAIM LIABILITY

- A. The FSMC accepts liability caused by the FSMC's negligence or for claims assessed as a result of Federal/State reviews/audits, corresponding with the FSMC's period of liability.
- B. SFA shall be responsible for ensuring the resolution of Program reviews and audit findings. FSMC shall fully cooperate with SFA in resolving review and audit issues, and 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.
- C. The FSMC accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods. In the event the SFA is assessed a fine or penalty, as the result of an unsatisfactory or failed food service audit, the FSMC will be responsible for paying one hundred percent (100%) of the fine or penalty as a result of negligence on behalf of the FSMC. If this situation should occur, the FSMC agrees to reduce their management fee charged to the SFA, accordingly, so that their respective percentage of the fine or penalty will be satisfied and paid in full within a reasonable amount of time which will be determined at the discretion of the SFA.
- D. The SFA and the FSMC must provide all documents as necessary for the independent auditor to conduct SFA's single audit.

FEDERAL PROVISIONS

- A. Buy American Provision.** The FSMC will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d). The SFA and the FSMC shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account.
 - 1. The Sponsor participates in the NSLP and SBP and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).
 - 2. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request.
 - 3. To be considered for the alternative or exception, Vendor must submit request in writing to Sponsor and be approved. Approval will be retained with purchase records. The request must include the:
 - a. Alternative substitute (s) that are domestic and meet the required specifications:
 - i. Price of the domestic food alternative substitute (s); and
 - ii. Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
 - b. Reason for exception: limited/lack of availability or price (include price):
 - c. Price of the domestic food product; and
 - d. Price of the non-domestic product that meets the required specification of the domestic product.
 - 4. Documentation will be maintained by the FSMC to demonstrate the use of exceptions. The NDA Buy American Exception Form can be utilized for documentation.
 - 5. Documentation will be maintained by the FSMC to demonstrate compliance with the limitation on the percent of total commercial food costs from non-domestic foods per 7 CFR 210.21(d)(5) and & CFR 220.16(d)(5). The USDA's Exceptions Tracking Standards Form can be utilized to document cap.

- B. Local Wellness Policy- WIC Reauthorization Act of 2004 and Healthy, Hunger-Free Kids Act of 2010.** The FSMC will ensure compliance with Federal legislation requiring every SFA participating in the NSLP, SBP or SMP to develop, implement, and assess a local wellness program. Public Law 108-265, Section 204 (2004) and Public Law 111-296, Section 204 (2010). The sponsor must complete the annual assessment by school site per the State of Nevada Wellness Policy requirements.
- C. Equal Employment Opportunity.** The FSMC shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60). 2 CFR 200 (C).
- D. Affordable Care Act.** Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable care Act "ACA"). Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services to the School District/Public Entity as required by state or federal law.
- E. Contract Work Hours and Safety Standard Act.** The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). 2 CFR 200 (E).
- F. USDA Rights.** The FSMC acknowledges that the USDA has copyrights, Patent Rights in Data and Reporting of Discoveries and Intervention. 2 CFR 200 (F).
- G. Trade Secrets.**
1. During the term of this Contract, the FSMC may grant to the 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"). The SFA shall not disclose any of the FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Contract. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of this Contract. The SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures and methods. Without limiting the foregoing and except for software provided by SFA.
 - In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. All of the SFA's obligations under this section are subject to SFA's obligations under the Freedom of Public Information Act and any other law that may require SFA to use, reproduce or disclose FSMC confidential information. This provision shall survive termination of this Contract.
 2. During the term of this Contract, the 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)). The FSMC agrees to hold any SFA Confidential Information in confidence during the term of this Contract and thereafter. The FSMC further agrees that the 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 the FSMC's obligations under this Contract. The 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. Immediately upon the termination or expiration of this Contract, the FSMC shall return to the SFA any copies of the SFA's Confidential Information provided to the FSMC by the SFA, and the FSMC will destroy all other copies of the 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.
- H. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation.** The FSMC will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. The SFA will report all violations to NDA and to the USEPA Assistant Administrator for Enforcement 2 CFR 200 (G).
- I. Energy Policy and Conservation Act.** The FSMC shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94–163, 89 Stat. 871. 2 CFR 200 (H)).

- J. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** The FSMC shall sign the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion from participating in Federal contracts/grants/awards. (Complete Attachment 2) [7CFR§3017.100] The FSMC shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. *A new certification is required for each renewal period.*
- K. Certification Regarding Lobbying.** Pursuant to 31 USC 1352, the FSMC must submit a certification regarding lobbying which conforms in substance with the language provided in 7CFR§3018. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay 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 any of the following covered Federal actions. (Complete Attachment 3) [7CFR§3018.100] *A new certification is required for each renewal period.*
- L. Disclosure of Lobbying Activities.** Pursuant to 31 USC 1352, the FSMC must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. (Complete Attachment 3) [7CFR§3018.100] *A new certification is required for each renewal period.*
- M. Civil Rights Compliance.** FSMC shall ensure compliance that in the operation of the Program, no child shall be denied benefits or be otherwise discriminated against because of race, color, national origin, age, sex, or disability. State agencies and school food authorities shall comply with the requirements of: Title VI of the Civil Rights Act of 1964; title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination. [7CFR§210.23(b)]
- N. Civil Rights Assurance:** The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
- By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.
- O. Compliance with Program Regulations.** The FSMC shall be in conformance with the applicable portions of the SFA's agreement under the program. (7CFR§210.16(a)(2)) The FSMC will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250.
- P. O. Certification of Independent Price Determination.** FSMC admits that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor certification regarding non-collusion. (Complete Attachment 4) *A new certification is required for each renewal period.*
- Q. NSLP and SBP Nutrition Standards.** The FSMC shall provide meals that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The FSMC must follow the single Food-Based Menu Planning (FBMP) meal patterns as described in 7CFR§210.10 for NSLP and 7CFR§220.8 for SBP. The meal shall include the following components; fruits, vegetables, grains, meat/meat alternates, and fluid milk. The FSMC shall meet grade level caloric, sodium, saturated fat, and trans-fat requirements. Meals patterns for SFSP and CACFP may be applicable if selected and described under SFSP, 7 CFR 225.16 and CACFP, 7 CFR 226.20.

LOCATION OF RECORDS

- A. All FSMC records pertaining to the SFA should be maintained at the SFA property. The SFA must adhere to the recordkeeping requirements found at 7CFR§210.15.
- B. The books and records of the FSMC pertaining to operations under this Agreement shall be available to the SFA at any reasonable time. These records are subject to inspection or audit by representatives of the SFA, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place. The FSMC shall maintain such records, for a period of not less than seven (7) years after the final day of the contract, or longer if required for audit resolution or other legal requirement. 7CFR§210.16(c)(1) and 2 CFR 200.
- C. The FSMC shall not remove federally required records from SFA premises upon the expiration or termination of this Contract.

PROHIBITIONS

- A. Provisions that permit all income and expenses to accrue to the FSMC and “cost-plus-a-percentage-of-cost” and “cost-plus-a-percentage-of-income” provisions are prohibited. 7CFR§210.16(c)
- B. Duplicate Fees: Fee structures that permit a FSMC to bill management fees and charge the same cost as cost-reimbursable expenses are prohibited.
- C. Clauses that limit the selection of vendors to only FSMC approved vendors are prohibited.
- D. An acceleration clause that has a provision (multi-year) that requires full payment (e.g. program equipment purchases) if the contract is renegotiated, is prohibited.
- E. Interest payments to the contractor, however represented, including interest payments for equipment purchases, are prohibited.
- F. A “guaranteed return” provision, unless the “return” remains in the nonprofit food service account, is prohibited. The “return” cannot be contingent upon multi-year contract duration.
- G. Provisions that allow an FSMC to be responsible for any functions that must be retained by the SFA are prohibited.
- H. Automatic renewal of the contract provisions is prohibited.
- I. Provisions, which permit the FSMC to subcontract USDA Foods for further processing, are prohibited.

PROPOSED PERSONNEL REQUIREMENTS

- A. All non-management food service employees shall remain employees of the SFA. Additionally, the Assistant Director, the Senior Accountant, and the Human Resources Manager for the Nutrition Services department shall remain employees of the SFA. The FSMC Food Service Director may direct and supervise SFA food service employees.
- B. The FSMC will provide sufficient, and qualified management, as well as, professional employees to manage the food service operations. All FSMC employees and SFA employees will meet the Professional Standards for State and Local School Nutrition Programs personnel as required by the Healthy Hunger Free Kids Act of 2010 (80FR 11077) 7CFR 201 & 235.
- C. The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes, insurance and workers’ compensation.
- D. The Food Service Director assigned to the SFA, if awarded the contract, must have a bachelor’s degree in any academic field and at minimum five (5) years of experience with other school districts of comparable size to the SFA. [7CFR§210.30(b)(iii)] The SFA reserves the right to approve the selection of the FSMC’s personnel and to refuse any applicants recommended by the FSMC to which the SFA objects.
- E. Staffing changes may be initiated by the FSMC only with the prior consent of the SFA, which consent shall not unreasonably be withheld. In effecting staffing changes, the FSMC and the SFA shall work cooperatively in order to achieve the financial requirements and management goals set forth herein. The FSMC may not implement any staffing change, which would limit or abridge any right or privilege of any SFA employee pursuant to any applicable collective bargaining agreement. “Staffing

Change” shall include any hiring, termination, realignment of positions, change in the number of positions, substantial change in conditions of employment, and other similar staffing change, affecting SFA employees.

- F. If provided for in the Offer, SFA and FSMC may transition SFA’s food service employees to FSMC’s payroll. If transition occurs, 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. SFA shall not pay cost of transferring SFA employees to FSMC payroll. Under a cost-reimbursable contract, after transition occurs, FSMC may charge the cost of transitioned employees to SFA as Direct Costs.
- G. The FSMC managers will direct and supervise all food service employees, including employees of the SFA. The FSMC shall maintain safety programs for employees as required. Also, the use of student workers or students enrolled in the SFA is prohibited without prior approval.
- H. The FSMC shall obtain SFA approval before awarding any wage increases during the life of the contract.
- I. The SFA may require in writing the removal of an employee of the FSMC, who violates health requirements or conducts himself/herself in a manner that is detrimental to the physical, mental or moral wellbeing of students, staff and faculty. The FSMC will have a policy for the removal or suspension of an employee, and procedures to immediately restructure its staff without disruption in service. The FSMC will abide by the Drug Free, Alcohol Free rules and regulations of the SFA and all local policies. (Provide the information on Attachment 1)
- J. The FSMC shall cooperate with the SFA’s Food Service Advisory Board, consisting of students, parents, and SFA staff in developing menus and other food service programs. The FSMC staff shall schedule, keep, and maintain records of the advisory meetings, including sign-in sheets and agenda for the term of this contract and all renewals.

PROPOSED PERSONNEL SCHEDULE AND TRAINING

- A. The FSMC shall have a daily staffing schedule of food service employees. The staffing schedule will include a daily listing of employees by school and position description, the daily hours scheduled to work for each employee and the corresponding employee wage rate. Each school-staffing schedule will illustrate the total daily hours and daily cost. The FSMC will have a plan with regards to employment of the existing food service staff. The FSMC will ensure the level of service meets the needs of each school in the SFA.
- B. The FSMC will have a detailed training program for employees, directors, and managers. The training program will include how the FSMC will train its employees to abide by the all policies, rules and regulations with respect to its use of SFA premises. The training program will meet the requirements of the Professional Standard for all School Nutrition Program employees as part of the Healthy Hunger Free Kids Act of 2010. [7CFR 210 & 235 (effective 7/1/15)]

USDA FOODS

- A. Schools and sponsors that participate in the NSLP and SBP are eligible to receive USDA Foods. USDA gives the SFA an entitlement dollar amount each school year based on the number of meals served in Nevada the previous school year. Any USDA Foods received by the SFA and made available to the FSMC shall be used only for the benefit of the SFA’s food service operation. No USDA Foods will be used for special functions outside of the NSLP, SBP, and SFSP such as catering. All USDA Foods received by the SFA and made available to the FSMC accrue only to the benefit of the SFA school food service and are fully utilized therein. The FSMC shall create a method where they will pass the value of the USDA Foods used to the SFA as a credit. This credit must be stated monthly on SFA’s invoice. 7CFR§210.16(a)(6) The total credit must include the Federal value, processing fees, and shipping and handling fees.
- B. The SFA shall retain title to all USDA Foods and the FSMC will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7CFR Parts 250, 210, 220, 225 and 226, as applicable.
- C. The SFA shall assure that the maximum amount of USDA Foods is received and utilized by FSMC. 7CFR§210.9(b)(15) The SFA shall coordinate with the FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods will be made by the SFA in accordance with the requirements in 7CFR§250.58 (a). Such coordination in ordering will ensure that only those USDA Foods that can be effectively utilized in the food service are ordered, and that such foods are ordered as early in the school year as possible, in order to ensure their use before the end of the year.
- D. The SFA shall ensure that the FSMC has documented the value of all USDA Foods used in the SFA’s meal service in the school year. [7CFR§250.51(a)]

- E. SFA shall maintain responsibility for procuring processing agreements, private storage facilities, or any other aspect of financial management relating to USDA Foods. [7CFR§250.15]
- F. FSMC 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. 7CFR§250.52(c) FSMC further agrees to accept and use all other USDA Foods in SFA's food service. FSMC may use (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. [7CFR§250.51(d)]
- G. FSMC is prohibited from entering into any processing contracts utilizing USDA Foods on behalf of the SFA. 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. FSMC shall credit the SFA for the value of USDA Foods contained in the end products at the processing agreement value. All refunds received from processors must be credited to SFA's Nonprofit School Food Service Account. [7CFR§250.51(a)]
- H. FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods. FSMC 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. The manner in which FSMC shall account for the value of USDA Foods is listed in 7CFR§250.51.
- I. Cost-reimbursable: FSMC must itemize, in a separate line item in the regular monthly billing to SFA, the savings resulting from use of USDA Foods based on the market value of all USDA donated commodities received for use in SFA's food service. Market value shall be the value set by the NDA, which is the USDA Foods file cost as of a date specified by the NDA, unless otherwise noted. FSMC must include a template on how they will report the value of the USDA Foods each month. The SFA will allow crediting to be performed by disclosure; i.e., the FSMC credits the SFA for the value of USDA Foods by disclosing, in its billing for food costs submitted to the SFA, the savings resulting from the receipt of USDA Foods for the billing period. The SFA must also ensure that the method, and timing, of crediting does not cause its cash resources to exceed the limits established in 7CFR§210.9(b)(2) and §250.51(b).
- J. The SFA must ensure that, in crediting it for the value of USDA Foods used in the meal service, the FSMC uses the donated food values determined by NDA, in accordance with 7CFR§250.58(e) and §250.51(c).
- K. In the first year of the contract, the FSMC must integrate the SFA's USDA Foods inventory carried over from the previous year, if the SFA was self-operating in that year.
- L. The FSMC is prohibited from cashing out USDA Foods and providing a credit to SFA for USDA Foods. (7CFR§250.13) The FSMC will comply with 7CFR part 250 concerning storage and inventory management of USDA Foods. The FSMC will maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA Foods.
- M. The FSMC shall meet the general requirements of storage and requirement management of USDA Foods in 7CFR§250.14(b). The FSMC must ensure that its system of inventory management will not result in SFA being charged for USDA Foods. Failure by the FSMC to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA Foods.
- N. The FSMC shall allow SFA and/or any state or federal representative or auditor, including the Auditor 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. 7CFR§250.53(a)(10)
- O. The FSMC shall maintain records to document its compliance with requirements relating to USDA Foods in accordance with 7CFR§250.54 at least annually. 7CFR§250.53(a)(11)
- P. If the FSMC is responsible for receiving shipments on behalf of the SFA and retaining records of receipt of USDA Foods and end products (in accordance with 7CFR§250.54(b)), the SFA must verify receipt of donated food shipments through its electronic records, or by contacting NDA and should not rely solely on the FSMC records.
- Q. The FSMC acknowledges that renewal of this Contract is contingent upon the fulfillment of all contract provisions herein relating to USDA Foods. 7CFR§250.53(a)(12)
- R. The FSMC shall have a strategy to meet the CFR's for USDA Foods and invoicing on how the FSMC will report the value of the USDA Foods monthly.

- S. The SFA requires the FSMC to attempt to use 100% of the USDA Foods in the SFA menus.
- T. Upon termination of this Contract, the 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 commodities received for use in SFA's food service. Market value shall be the value set by the NDA, which is the USDA Foods file cost as of a date specified by the NDA, unless otherwise noted. 7CFR§250.51(a).
- U. In the final year of the contract, if a FSMC is not able to use all the SFA's USDA Foods before the termination of the contract, the SFA will not return credit to the FSMC for the value of unused USDA Foods. In addition, the FSMC must not remove or retain unused USDA Foods at contract termination.
- V. The SFA must ensure that the FSMC is following the requirements of this section through its monitoring of the food service operation, as required in 7CFR parts 210, 225, or 226. The SFA will conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the recipient agency's food service in the school or fiscal year, including, in accordance with the requirements in 7CFR§250.51(a), the value of donated foods contained in processed end products. The FSMC shall provide all documentation and assistance required by the SFA to complete the reconciliation.

HEALTH CERTIFICATION

- A. The SFA will maintain applicable health certification and assure that all State and local regulations are being met by the FSMC preparing or serving meals at the SFA.
- B. The FSMC shall comply with all SFA local and sanitation requirements applicable to the preparation of food. 7CFR§210.16(a)(7). FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- C. The FSMC will be responsible for maintaining the premises, equipment and facilities in a condition satisfactory to the SFA. The FSMC shall adhere to the standards of cleanliness and sanitary practices as required by the designated Health Department authority, the SFA standards, and USDA standards to insure continual sanitation in all functions and matters related to the food service program.
- D. The FSMC shall 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. 7CFR§210.9(b)(14) The FSMC must have two (2) Food Safety Inspections completed during the contract period. The FSMC must provide to the SFA the Food Safety Inspection reports by June 30, 2020. (Public Law 108-265).
- E. The FSMC shall have State or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract. 7CFR§210.16(c)(2).

HOUSEKEEPING

- A. At the beginning and termination of the contract, the SFA and FSMC shall jointly take inventory of all food and supplies. However, the inventory of food and operational supplies will remain on the SFA's property. The SFA will furnish the necessary small wares, including trays, dishes, glassware, flatware, serving utensils, and the like, necessary for the FSMC to provide services. FSMC shall be responsible for accounting for any difference between the beginning inventory and the ending inventory and shall compensate SFA for any shortfall in inventory not arising from:
 - (1) Normal wear and tear; or
 - (2) Theft, fire or other casualty loss beyond the control of FSMC and not arising from the negligence of FSMC or its agents.
 - (3) The value of the inventories, except for USDA Foods inventories, shall be determined by invoice cost.
- B. The SFA will provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, for use by the FSMC. The SFA will be responsible for the required cleaning and maintenance of dining areas and snack bar seating areas beyond the front edge of the serving lines, as well as periodic cleaning of all ceilings, ceiling fixtures, air ducts, and hood vent systems (as per local ordinance). The SFA will also provide and maintain adequate fire extinguishing equipment for food service areas, provide necessary pest control, and shall be responsible for the removal of refuse from refuse collection centers. The SFA shall, at its sole costs and expense, provide all utilities, including without limitation, proper lighting, electricity, gas, water (hot and cold), and telephone service, necessary for the FSMC to provide services. FSMC shall 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.

- C. The SFA will replace expendable equipment and replace, repair and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of FSMC.
- D. The SFA shall ensure that food storage, preparation and service are in accordance with the sanitation and health standards established under State and local law and regulations. 7CFR§210.13(a)
- E. The SFA/FSMC agrees to provide, install, maintain and operate an information technology system (which may include, but not be limited to, hardware, owned and licensed software and systems support) necessary for the operation of SFA's food service program ("the IT System"). SFA shall provide at its expense a suitable environment, including items such as: heat, air conditioning, phone and utility service as may be reasonably required for the installation, implementation, operation and maintenance of "the IT system."
- F. The FSMC shall notify the SFA of any equipment belonging to the FSMC on the SFA premises within ten (10) days of its placement on SFA premises. The FSMC shall comply with all the SFA building rules and regulations. The FSMC shall not use the SFA's facilities to produce food, meals or services for third parties without the approval of SFA. If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by the FSMC to the SFA for such facility usage. Such usage may not result in a cost to the Non-profit Food Service Account. The SFA, on the termination or expiration of this Contract, shall conduct a physical inventory of all equipment, food and supplies owned by SFA. Upon termination of this Contract, FSMC shall 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.
- G. During the course of this Contract, title to all SFA food and supplies shall remain with the SFA.

ADMINISTRATIVE REVIEW AND PROCUREMENT REVIEW

- A. **Administrative Review.** The FSMC shall meet all Administrative Review (AR) and Procurement Review (PR) requirements. The Administrative Review (AR) is a comprehensive evaluation of school meals programs by the Nevada Department of Agriculture (NDA) of SFAs participating in the NSLP and SBP and includes both Critical and General Areas of Review to assess compliance with regulations and policies applicable to these programs. The FSMC shall provide accurate Administrative Review (AR) information to the SFA and the NDA and ensure that the meal pattern is executed per the regulations.
- B. **Procurement Review (PR).** The procurement of goods and services is a significant responsibility of a school food authority (SFA). Obtaining the most economical purchase should be considered in all purchases when using Federal funds. Federal, state and local laws and regulations specify the procurement methods, terms and conditions SFAs must follow to competitively procure goods and services, award contracts, and oversee contractor performance. (2 CFR 200.318(b)). NDA is required to ensure that SFAs comply with the applicable provisions through audits, procurement reviews, technical assistance, training guidance materials and by other means. (7 CFR 210.19(a)(3))

FINANCING OF EQUIPMENT

- A. The FSMC may finance equipment for the SFA's Food Service Program in an amount not to exceed \$5,000. The SFA will follow its usual procurement procedures for any transaction that is financed by the FSMC. The FSMC cannot be the vendor for any procurement that it finances for the SFA. The SFA shall repay any financing provided by the FSMC at the rate specified when the equipment was purchased, which sum shall be charged to the SFA as a Direct Cost to the food service program. This information must be documented on in offer. Ownership of the equipment shall at all times remain with the SFA.
- B. If the Contract expires or is terminated prior to the complete repayment of the investment, the SFA shall, on the expiration date, or within five (5) days after receipt by either party of any notice of termination under this Contract, either:
 - (1) Reimburse the FSMC the unpaid portion of the investment;
 - (2) Deliver the equipment or other items funded by the investment to the FSMC; or
 - (3) Lease purchase the equipment or other items funded by the investment from the FSMC and continue to pay FSMC a monthly payment in the amount specified when the equipment was purchased until the balance of the investment is repaid.
- C. In this event, SFA's obligation under the Lease Purchase Agreement with FSMC shall be subject to the SFA's ratification of the rental agreement for each ensuing fiscal year.

E-VERIFY REQUIREMENT

- A. The FSMC warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance.
- B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the FSMC may be subject to penalties up to and including termination of the Contract.
- C. Failure to comply with a SFA audit process to randomly verify the employment records of FSMC and subcontractors shall be deemed a material breach of the contract and the FSMC may be subject to penalties up to and including termination of the contract.
- D. The SFA retains the legal right to inspect the papers of any employee who works on the contract to ensure that the FSMC or subcontractor is in compliance.

SAFETY

- A. Offeror, at its own expense and at all times, shall take all responsible precautions to protect persons and the School District/Public Entity property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.
- B. All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Nevada Industrial commission, the national Electric Code, and the National Fire Protection Association Standards.
- C. The FSMC agrees to utilize only experienced, responsible and capable employees in the performance of the work. SFA may require that the FSMC remove from the job, by this Contract, employees who endanger person or property or whose continued employment under this Contract is, in the opinion of SFA, not justified due to unacceptable performance of duties, or is inconsistent with the interests of SFA.

SUBCONTRACTS

- A. The FSMC may, with the approval of the SFA and NDA, enter into written subcontract(s) for performance of certain functions under the Contract. Subcontractors must be approved in writing by the SFA and NDA prior to the effective date of any subcontract.
- B. The FSMC shall not assign and/or delegate any of the duties and/or responsibilities to process DF under this Contract to any party, either by way of subcontract or any other arrangement, without the prior written consent of the SFA and the NDA. Prior to utilizing the services of any subcontractor under this Contract, the FSMC shall complete and submit to the SFA the NDA a Subcontractor Agreement (Refer to NPA) for each proposed subcontractor. Even if a subcontract is approved, the FSMC remains responsible as prime Contractor to ensure that DF is accounted for and processed according to the terms and conditions contained in this Contract and is obligated to inform the subcontractor of these requirements. FSMC's certificate(s) shall include all subcontractors as insured's under its policies or FSMC shall furnish to the SFA separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- C. The FSMC shall fully cooperate with other SFA contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other SFA contractors. The FSMC shall not intentionally commit or permit any act which will interfere with the performance of work by any other SFA contractors.

TAXES

- A. If during the term of this Agreement any taxes are added or deleted, or there is a revision of an existing law or regulation such that the responsibility for any tax is shifted or altered, any of which results in increased or decreased costs to the FSMC, then the financial terms of this Agreement shall be adjusted to reflect the change in cost retroactive to the commencement of the change. The obligations described in this paragraph shall survive any termination of this Agreement, and will continue until the applicable statute of limitations, including legal extensions, has expired. The SFA and the FSMC shall agree to remain responsible for any liability or assessment, including related interest and penalties, resulting from a tax responsibility of that party, and reasonable collection expense, attorney's fees, and costs incurred in connection with the collection of any such amount from that party.

SECTION 4: UNIFORM TERMS AND CONDITIONS

CONTRACT INTERPRETATION

- A. Nevada Law. The law of Nevada applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the SFA, WCSD Board Policies and Administrative Regulations, and Nevada Revised Statutes (NRS).
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
 - (1) Special Terms and Conditions;
 - (2) Uniform Terms and Conditions;
 - (3) Statement of Scope of Work;
 - (4) Specifications;
 - (5) Attachments;
 - (6) Exhibits;
 - (7) Special Instructions to Offeror; and
 - (8) Uniform Instructions to Offeror
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- H. No action involving this RFP or a resulting contract may be brought except in the district and federal courts located in Washoe County, Nevada, USA.

CONTRACT ADMINISTRATION AND OPERATION

- A. Records. The Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of at least seven (7) years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with all applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and seven (7) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the SFA and, where applicable, NDA, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The SFA shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the SFA determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the SFA for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the SFA to the person indicated on the Offer

and Award form submitted by the Contractor unless otherwise stated in the Contract. Notices to the SFA required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice. An Amendment to the Contract shall not be necessary.

- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the SFA. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the SFA. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the SFA.

COSTS AND PAYMENTS

- A. Payments. Payments shall comply with the requirements for Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the SFA within thirty (30) days.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.
- C. Applicable Taxes.
 - (1) Payment of Taxes by the SFA. The SFA will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
 - (2) State and Local Sales Taxes. The SFA is subject to all applicable state sales and use taxes. Sales taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - (3) Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall and require all Subcontractors to hold the SFA harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - (4) IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the SFA.

CONTRACT CHANGES

- A. Amendments. This Contract is issued under the authority of the Washoe County School District Board of Trustees and has been signed by an authorized designee. The RFP and any resulting contract is managed and monitored by Director of Procurement and Contracts. Changes to the contract may be modified only through a Contract Amendment within the scope of the Contract signed by SFA's authorized designee. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim to this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

RISK AND LIABILITY

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted, the SFA shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. Indemnification - Patent and Copyright. To the extent permitted, the Contractor shall indemnify and hold harmless the SFA against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the SFA of materials furnished or work performed under this Contract. The SFA shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. Force Majeure.

(1) Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; pandemics; epidemics; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

(2) Force Majeure shall not include the following occurrences:

- (a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
- (b) Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- (c) Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

(3) If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended automatically for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

(4) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the SFA any claim for overcharges resulting from antitrust violation the extent that those violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this Contract.

WARRANTIES

A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the SFA of the materials or services, they shall be:

- (1) Of a quality to pass without objection in the trade under the Contract description;
- (2) Fit for the intended purposes for which the materials or services are used;
- (3) Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
- (4) Adequately contained, packaged and marked as the Contract may require; and
- (5) Conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material or service supplied to the SFA shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the SFA.

E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.

F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.

G. Survival of Rights and Obligations after Contract Expiration or Termination.

(1) Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that, the SFA is not subject to or barred by any limitations of actions.

(2) Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

SFA CONTRACTUAL REMEDIES

A. Right to Assurance. If the SFA in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the SFA option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. Stop Work Order.

(1) The SFA may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

(2) If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Non-exclusive Remedies. The rights and the remedies of the SFA under this Contract are not exclusive.

D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the SFA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. Right to Offset. The SFA shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the SFA or damages assessed by the SFA concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

CONTRACT TERMINATION

A. Cancellation for Conflict of Interest. The SFA may cancel this Contract any time after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the SFA is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. Gratuities. The SFA may, by written notice, terminate this Contract, in whole or in part, if the SFA determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the SFA for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The SFA, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

C. Suspension or Debarment. The SFA may, by written notice to the Contractor, immediately terminate this Contract if the SFA determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

D. Termination for Convenience. The SFA reserves the right to terminate the Contract, in whole or in part at any time, with a

120-day notice when in the best interests of the SFA without penalty or recourse. The Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the SFA. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the SFA. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided shall apply.

E. Termination for Default.

(1) In addition to the rights reserved in the Uniform Terms and Conditions, the SFA reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor. At the SFA's sole discretion, the SFA may offer a period of time for the Contractor to cure the breach. If such a period of time is offered, the contract will be terminated only if the Contractor fails to cure the breach in the time specified by the SFA.

(2) Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the SFA.

(3) The SFA may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the SFA for any excess costs incurred by the SFA re-procuring the materials or services.

F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

GIFT POLICY

- A. The SFA will accept no gifts, gratuities or advertising products from vendors. The SFA has adopted a zero-tolerance policy concerning vendor gifts. The SFA may request product samples from vendors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

INTEGRITY OF OFFER

- A. By signing this Offer, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the School District/Public Entity in connection with the submitted Offer. Failure to sign the Offer, or signing it with a false statement, shall void the submitted offer or any resulting contract.

OFFSHORE PERFORMANCE

- A. Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the school district/charter school shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

CONTRACTOR'S EMPLOYMENT ELIGIBILITY

- A. By entering the contract, contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.
- B. The SFA may request verification of compliance from any contractor or subcontractor performing work under this contract. The SFA reserves the right to confirm compliance in accordance with applicable laws.
- C. Should the SFA suspect or find that the contractor or any of its subcontractors are not in compliance, the SFA may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

TERRORISM COUNTRY DIVESTMENTS

- A. The SFA is prohibited from purchasing from a company that is in violation of the Export Administration Act.

FINGERPRINT AND BACKGROUND CHECKS

- A. Any contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to

provide services on a regular basis at WCSD may be required to obtain a valid fingerprint clearance card and/or pass a background check conducted by the district.

- B. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the School District.
- C. Contractor shall comply with the Governing Body fingerprinting and/or background check process.

CLARIFICATIONS

- A. Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Offer. It is achieved by explanation or substantiation, either in a written response to an inquiry from the District/Public Entity or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Offer, except to the extent that correction of apparent clerical mistakes results in a revision.

CONFIDENTIAL/PROPRIETARY INFORMATION

- A. If a firm believes specific information contained in their proposals are trade secret, propriety business information or otherwise confidential under the Nevada Revised Statutes (NRS), the firm should designate that specific information as confidential with the specific NRS citation, which is the basis for the confidential designation. WCSD will not accept for consideration a proposal that is entirely or substantially marked confidential. A public records request for any documents that are part of this RFP will be processed by WCSD Office of the General Counsel and in accordance with the Nevada public records laws. WCSD does not sign a confidential or non-disclosure agreements as part of the RFP process.
- B. Pricing: WCSD will not consider pricing to be confidential or proprietary.
- C. Public record: All Offers submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, unless properly marked as confidential as outlined in 18A. above, subsequent to award notification, under the supervision of the Purchasing Official by appointment.

SECTION 5: SPECIAL INSTRUCTIONS TO OFFEROR

AUTHORIZED SIGNATURE

- A. For any document that requires the Offeror's signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual Agreements. Additionally, if requested by SFA, disclosure of ownership information shall be submitted.
- (1) Privately Owned: The Owner must sign the contract.
 - (2) Partnership: A Partner must sign the contract.
 - (3) Corporation: A Corporate Officer must sign the contract.
- B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee's authority must accompany the contract.
- C. WCSD only accepts signatures done manually (also known as a "wet" signature) or certified electronic digital signatures. Noncertified electronic digital signatures will NOT be accepted. A typed signature, even in a cursive font, does NOT meet the requirements of an official digital signature. A digital signature must be accompanied by a certified digital stamp issued through programs like Adobe Acrobat DC, Docu-Sign, or other similar programs that produce a digital stamp certifying the electronic digital signature. Signatures on the **REQUIRED DOCUMENTS** that do not meet these requirements will NOT be accepted and may cause the bid submission to be deemed "NON-RESPONSIVE" and cause for rejection. If there are any questions about this requirement, please submit a question by the QUESTIONS DEADLINE, so that it can be answered before the submission due date/time

PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held in conjunction with this solicitation. Please refer to the cover page of this solicitation for details concerning this meeting. Attendance at this meeting is **MANDATORY**. A FSMC may only submit a proposal response if it attended the mandatory Pre-Proposal Conference.

Proposers are required to submit questions or clarifications by the question deadline via email only. Please refer to the cover page of this solicitation for details concerning the question deadline. Questions must be submitted to the attention of Andrea Sullivan, Director of Procurement and Contracts via email to solicitations@washoeschools.net referencing the solicitation number. It is the responsibility of the Offeror to submit questions or clarifications by the deadline identified on the cover page of this solicitation. Unless the contact person for this solicitation issues a solicitation amendment, the requirements stated in this solicitation stand and are to be provided by any FSMC.

Prospective companies will be permitted to inspect a representative sample of District facilities and equipment prior to submitting an offer in order to determine all requirements associated with the proposed contract. This will occur at the mandatory Pre-Proposal Conference which will include a tour of the central kitchen and at least one elementary, middle, and high school. Additional sites may be added if agreed upon by WCSD during the pre-proposal conference.

OFFER OPENING

As this is a Request for Proposals, Offers shall be opened publicly at the time and place designated on the cover page of this document. The name of each Offeror shall be read publicly and recorded. Prices will not be read. Offers will not be subject to public inspection until after a letter of intent is published.

AWARD OF CONTRACT

Award of a contract will be made to the responsive and responsible Offeror whose offer is determined to be the most advantageous to the SFA based on the evaluation criteria set forth in the Solicitation.

INCLUSIVE OFFEROR

Per 2 CFR 200.231, Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority-owned business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

FEDERAL IMMIGRATION AND NATIONALITY ACT

By submission of the Offer, the Offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The SFA may, at its sole discretion require evidence of compliance during the evaluation process. Should the SFA request evidence of compliance, the Offeror shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with

this instruction or failure to supply requested information within the time frame specified shall result in the Offer not being considered for contract award.

OFFER FORMAT AND CONTENT

- A. FSMCs shall submit one (1) bound proposal clearly marked original, ten (10) bound identical copies of the proposal, and one (1) identical electronic response in Microsoft Word, Microsoft Excel, or Adobe PDF, on a flash drive in a sealed package or envelope. Subcategories of information in each of the volumes should be highlighted for ease of evaluating the information contained therein. All substantive exceptions and supporting rationale shall be identified as such and consolidated on the attachment. The SFA may accept or reject any such exceptions at its sole discretion.
- B. To facilitate evaluation, the Offer must be specific, and complete to clearly and fully demonstrate the Offeror has a thorough understanding of the requirement, can provide detailed information and relate experience concerning previous performance of similar services. Statements that the Offeror understands, can or will comply with the Scope of Work, statements paraphrasing the Scope of Work or parts thereof, and phrases such as “standard procedures will be employed” or “well-known techniques will be used”, etc., will be considered unacceptable. Offerors should note that data previously submitted shall not be relied upon nor incorporated in the Offer by reference. Only data in the sealed proposal will be considered during the evaluation process.
- C. Binding and Labeling. Each copy of the Offer shall be presented in a bound form with the cover indicating the Solicitation number, the Offeror’s name and address and copy number (i.e. Copy 2 of 4). To be considered, each Offeror must submit a complete response and all forms included in this RFP must be provided in each proposal. In the event that Offeror modifies, revises, or changes the RFP and/or Contract in any manner, the SFA may reject the offer as non-responsive.
- D. Indexing. The sections of the original and each copy of the Offer shall be indexed to indicate the applicable parts and elements. Orderliness of the Offer, readability and similar factors should be considered in Offer preparation.
- E. Format. The mandatory information to be placed in each copy of the Offer is listed below. Each copy shall furnish sections for information discussed in the Scope of Work. Lack of these submissions may cause the Offer to be declared unacceptable.
- (1) Section One of the Offer shall be titled **Executive Summary**. This section shall include a signed copy of the Offer and Award Form.
 - (2) Section Two of the Offer shall be titled **Pricing**. This section shall include the information described in Section 7: FSMC Offer Requirements of the RFP. **All Pricing information must be submitted in a separate, sealed envelope and shall not be contained in the proposal itself.**
 - (3) Section Three of the Offer shall be titled **Method of Approach and Implementation Plan**. This section shall provide a narrative on the methodology to be used to accomplish Scope of Work responsibilities to the extent possible for evaluation purposes. The language of the narrative should be straightforward and limited to facts, solutions to problems and proposed plans of action.
 - (a) The FSMC must submit a comprehensive plan on how the FSMC will provide input to purchase food for the menus that will keep costs low and quality high. In the plan, the FSMC must describe the methodology it will use to document the market value of the USDA Foods or commodities *used* on the invoice. The FSMC shall provide a sample invoice in the proposal that will meet all the information listed in the Special Terms and Conditions that pertain to USDA requirements
 - (b) Provide a 21-day breakfast menu that will meet the USDA requirements.
 - (c) Provide a 21-day lunch menu for all applicable age grade groups that will meet the USDA requirements.
 - (d) Provide detailed information about the FSMC’s philosophy regarding promotion (increasing awareness and participation) of the school food service program.
 - (e) Provide a comprehensive plan on how the Offeror shall implement Hazard Analysis and Critical Control Point (HACCP) principles to meet the USDA guidance effective July 1, 2006. Public Law 108-265.
 - (f) Provide detailed information about the FSMC internal accounting program.
 - (g) Provide a detailed marketing plan for the Nutrition Services program.
 - (h) The FSMC must demonstrate in this section that it understands the depth and breadth of **WCSD’s** Nutrition Services program and that it can successfully manage the food service program and grow the program.
 - (i) Provide a detailed implementation plan for this project
 - (4) Section Four of the Offer shall be titled **Offeror’s Experience, Expertise and Reliability**. This section shall provide information which reflects the Offeror’s experience and reliability. This section shall specifically address or include:
 - (a) At least three (3) verifiable professional references must be provided regarding services provided by the Offeror similar to those required under this Solicitation.
 - (b) Provide a detailed description of all FSMC management positions being proposed along with résumés of all FSMC management staff.

- (c) A proposed daily staffing schedule of food service employees. The staffing schedule will include a daily listing of position by school, the daily hours scheduled to work for each position and the corresponding wage rate for position. Each school-staffing schedule describe the total daily hours and daily cost.
- (f) A description of the training plan that the FSMC will give to employees.
- (g) A list of all food service operations. Please highlight those operations that are of similar size and scope to **WCSD**
- (h) A list of school districts where food services contracts have been terminated in the past five (5) years. This information should be provided on Attachment 7.16.

(5) Section Five of the Offer shall be titled **Required Documents**. This section shall include complete and signed copies of Attachment 1, Offeror's Drug Free Workplace; Attachment 2, Certification of Debarment/Suspension; Attachment 3, Certification Regarding Lobbying; Attachment 4, Independent Price Determination; Attachment 5, Non-Collusion Affidavit; and Attachment 6, IRS W-9).

EVALUATION AND SELECTION

A. Evaluation of Offers may be accomplished in four steps.

1. Step One. Initial review of Offer to determine basic responsiveness to the Solicitation, where offers will be reviewed to ensure they include all required information.
2. Step Two. Evaluation of offer to assess the Offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Scope of Work. This step may include presentation from selected finalists (see D. Oral Presentations/Interview below).
3. Step Three. (Optional) Discussions with Offerors concerning their offers. This step may include a presentation and requests for Final Proposal Revisions from finalists still considered susceptible of winning contract award(s).
4. Step Four. Contract award(s) made to the responsive and responsible Offeror(s) whose offer is determined to be the most advantageous to the SFA, based on the following criteria (in bold print below), which are listed in descending order of importance.
 - **Financial Stability:** Financial stability will be evaluated on a pass/fail basis. The financial statements submitted will be evaluated by a qualified member of the Washoe County School District's Business and Finance Department. Any Proposer that does not pass this evaluation will have their proposal rejected. Proposer must submit (A) Balance Sheets, (B) Income Statements, and (C) Statement of Cash Flow (if available) for the last three (3) consecutive years of operation. If the requested documents (A and B at minimum) are not provided with the Proposal, WCSD reserves the right to reject the proposal as non-responsive. Financial statements must be submitted in a separate, sealed envelope and shall not be in contained in the proposal itself.
 - **Overall Financial Results to WCSD:** Demonstrated capability to meet the needs of the SFA food operations using the best cost-effective method. Also the Offeror must meet the pricing information as described in the Pricing Section. This includes administrative fees, management fees, labor costs, and the guaranteed return to the fund. **All Pricing information must be submitted in a separate, sealed envelope and shall not be contained in the proposal itself.**
 - **Technical Approach and Grasp of the Project Including Implementation Plan, Marketing Plan, and Plan to Increase Participation:** Demonstrated capability to meet the needs of the SFA food operation service as described in the Method of Approach and Implementation Plan section of the Scope of Work. This shall include information on how Offeror plans on conducting business in the SFA. The FSMC must demonstrate it understands the depth and breadth of this project.
 - **Offeror's Experience, Expertise, Success and Reliability In Conducting Similar Work:** Demonstrated experience in operating a food service operation in a SFA. This can be Nevada experience, or another food service program, and may include evaluation of references submitted. Offeror should include experience with school districts of similar size and complexity as WCSD.
 - **Adequacy of Resources Included Staff Proposed:** Experience and background of staff being proposed and adequacy of the number and type of staff being proposed. Consideration will also be given to amount and type of corporate resources that are available when needed.

21-Day Menu Sample and Variety of Offerings: Menu samples will be evaluated for adherence to the USDA Meal Pattern requirements. Menus will be evaluated for both elementary and secondary level lunch and breakfast. The variety of a la carte items offered will be evaluated for adherence to the District's Wellness Policy and NDA's Wellness Policy.

- B. Evaluation of Optional Terms. The SFA will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate SFA to exercise the option(s).
- C. Discussions. The SFA reserves the option to conduct discussions with those Offerors who submit Offers determined by the SFA to be reasonably susceptible of being selected for award.
- D. Oral Presentation/Interview. If the SFA elects to select those identified as being in the competitive range from the written evaluation for an oral presentation/interview prior to final determination of contract award, the SFA will contact the top-scoring Offeror(s) to schedule a date, time and location. Notification shall be in writing and include the date, time, and location of the firm's scheduled presentation.
 - Commitments made by the FSMC at the oral presentation/interview, if any, will be rendered in writing and considered binding.

FINAL PROPOSAL REVISIONS

- A. In the event the Procurement Officer determines discussions are required, discussions on the areas, items, and factors specified in this Solicitation may be held with an Offeror or Offerors determined to be in the competitive range.
- B. The Offeror is permitted to make revisions during negotiations. Offerors should be aware that a complete understanding as to pricing, technical, and all other terms and conditions of the proposed contract must exist between the Offeror and SFA at the conclusion of negotiations (best and final offer).
- C. Discussions will be concluded when a mutual understanding has been reached with each Offeror remaining in the competitive range. This mutual understanding will become the basis for the Offeror's Final Proposal Revision.
- D. The Final Proposal Revision must be returned, signed and dated by the Offeror within the time and date specified to be eligible for award.

SECTION 6: UNIFORM INSTRUCTIONS TO OFFEROR

INQUIRIES

- A. **Duty to Examine:** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the offer due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person:** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person and must be received by the deadline indicated on the cover page. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee or Board Trustee. Communication regarding this solicitation with any other District employee or Trustee may result in rejection of proposal.
- C. **Submission of Inquiries:** All inquiries must be submitted in writing via email by the deadline. Please refer to the cover page of this solicitation for the deadline and appropriate email address. Any inquiry related to this Solicitation shall refer to the appropriate Solicitation number, page, and paragraph.
- D. **No Right to Rely on Verbal Responses:** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquiries.
- E. **Solicitation Amendments/Addenda:** The Solicitation shall only be modified by a Solicitation Amendment or Addendum. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- F. **Pre-Proposal Conference:** If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location must appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions about the Solicitation, the procurement process, or the operation at that time. Offerors are strongly encouraged to submit any question raised during the Pre-Proposal Conference in writing to the email address on the cover page to ensure they are answered in an Addendum. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendums.
- G. **Persons with Disabilities:** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made at least 72 hours in advance to allow time to arrange the accommodation.

OFFER PREPARATION

- A. **Forms:** An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. **Typed or Ink / Corrections:** The Offer, and all other correspondence must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. **Evidence of Intent to be Bound:** The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, will result in rejection of the Offer.
- D. **Exceptions to Terms and Conditions:** All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation. Washoe County School District, in its sole discretion, may accept or reject any exception taken by Offeror.
- E. **Subcontracts:** Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the

Offer. Per 7CFR§3017.200 debarment verification shall be completed on subcontracts/subcontractors. This will be completed by the subcontractor prior to contract approval.

- F. Cost of Offer Preparation: The School District/Public Entity will not reimburse any Offeror for the cost of responding to a Solicitation or for attending an oral presentation/interview.
- G. Solicitation Amendments/Addenda: Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer and shall be submitted with the sealed Offer no later than the offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Offer.
- H. Federal Excise Tax: School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers: Offerors are required to provide their Nevada Sales & Use Tax number, State of Nevada Vendor ID number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Award Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Offer: School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Nevada resident Offerors do not indicate taxes on a separate item in the Offer, the SFA will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.
- K. Disclosure: If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence: In the event of a conflict in the provisions of this Solicitation, and any subsequent contracts, the following shall prevail in the order set forth below:
 - (1) Special Terms and Conditions;
 - (2) Uniform Terms and Conditions;
 - (3) Statement of Scope of Work;
 - (4) Specifications;
 - (5) Attachments;
 - (6) Exhibits;
 - (7) Special Instructions to Offerors; and
 - (8) Uniform Instructions to Offerors
- M. Delivery: Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

SUBMISSION OF OFFER

- A. Sealed Envelope or Package: Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package. A sealed proposal (offer) delivered to the address on the coverer page by the date and time specified on the cover page shall be the only acceptable means of submitting proposal.
- B. Offer Amendment or Withdrawal: An Offer may not be amended or withdrawn after the offer due date and time except as otherwise provided under applicable law.
- C. Public Record: Under applicable law, all Offers submitted and opened are public records and must be retained by the School District/Public Entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District/Public Entity. If a firm believes specific information contained in their proposals are trade secret, propriety business information or otherwise confidential under the Nevada Revised Statutes (NRS), the firm should designate that specific information as confidential with the specific NRS citation, which is the basis for the confidential

designation. WCSD will not accept for consideration a proposal that is entirely or substantially marked confidential. A public records request for any documents that are part of this RFP will be processed by WCSD Office of the General Counsel and in accordance with the Nevada public records laws. WCSD does not sign a confidential or non-disclosure agreements as part of the RFP process.

D. Non-collusion, Employment, and Services: By signing the Offer and Award form or other official contract form, the Offeror certifies that:

- (1) The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been, nor will not be, disclosed directly or indirectly to any other Offeror or to any competitor; no attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
- (2) It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
- (3) By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
- (4) By submission of this proposal, that 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.

ADDITIONAL OFFER INFORMATION

- A. Unit Price Prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes: All applicable taxes in the Offer will be considered by the School District/Public Entity when determining the lowest bid or evaluating solicitations; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Nevada and is not subject to a sales or use tax of a political subdivision of this state. In that event, all applicable taxes which are obligations of Offerors in state and out of state, shall be disregarded in the contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor. Nevada Sales and use taxes shall not be considered when evaluating Offers.
- C. Late Offers: A submitted Offer received after the exact offer due date and exact time **shall be rejected**. The time clock at the exact location for Offer submission listed on the cover page is the official time, without exception. WCSD is not responsible for proposer's method of delivery. If using a third-party carrier to deliver Offer, Offerors are strongly encouraged to ship proposals early in case of a delay by the carrier. Such a delay resulting in delivery of Offer after the exact day and time Offers are due will result in rejection of Offer.
- D. Disqualification: The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
- E. Offer Acceptance Period: An Offeror submitting an Offer under this Solicitation shall hold its Offer open from the submission date until a decision is made by the WCSD Board of Trustees. Award of contract is estimated to be May 13, 2025 but may be earlier or later at WCSD's discretion. WCSD will provide successful Offeror with the actual date of anticipated award prior to fully executing contracts. If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open until WCSD's Board of Trustees makes a final determination on award.
- F. Payment: Payments shall comply with the requirements of Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete, detailed, and accurate invoice, including all rebates, credits, and discounts for payment within thirty (30) days.
- G. Waiver and Rejection Rights: Notwithstanding any other provision of the solicitation, the SFA reserves the right to:
- (1) Waive any minor informality;
 - (2) Reject any and all offers or portions thereof; or

- (3) Cancel a solicitation.

AWARD

- A. Number or Types of Awards: Where applicable, the SFA, reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the SFA. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District/Public Entity's interest, "all or none" Offers shall be rejected.
- B. Contract Commencement: An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by WCSD with an authorized signature on the Offer and Award Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date: The effective date of this Contract shall be July 1, 2025.
- D. Governing Board Approval: Final acceptance for the SFA will be contingent upon the approval by the WCSD Board of Trustees which is estimated to be May 13, 2025 but may be earlier or later at WCSD's discretion.

PROTESTS

- A. Any unsuccessful Proposer may protest a pending Recommendation for Award in strict accordance with NRS 332.
- B. Appellant must submit a written letter of protest to the Director of Procurement and Contracts no later than six (6) calendar days after Recommendation for Award is posted. The letter must include the name, address, telephone number and email address of the protestor. Additionally, the letter must identify solicitation number, the form of relief requested, and it must be signed by the protestor or its representative
- C. Pursuant to NRS 332, the notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice of protest believes the applicable provisions of the law were violated.
- D. Appellant will be required to post a bond with a good and solvent surety company authorized to do business in the state of Nevada or submit other security in a form approved by WCSD, which will hold the bond or other security until a determination is made on the protest. Such bond must be submitted with the written protest to the Director of Procurement and Contracts by the deadline.
- E. The bond or other security shall be in the amount of twenty-five percent (25%) of the total dollar value of appellant's bid, up to a maximum bond or other security amount of two hundred fifty thousand (\$250,000).
- F. Appellant will not seek any type of judicial intervention until WCSD's Board of Trustees has rendered its final decision on the protest.
- G. WCSD is not liable for any costs, expenses, attorney's fees, and loss of income or other damages sustained by appellant in proposal appeal process.
- H. WCSD will stay any award action until after the Board of Trustees renders a final decision.
- I. If a protest is granted or upheld, the full amount of the posted bond will be returned to the appellant. If the protest is denied or not upheld, a claim may be made against the bond for expenses suffered by WCSD because of the unsuccessful protest.

SECTION 7: FSMC OFFER REQUIREMENTS

QUALIFICATION OF OFFEROR

- A. Qualification data must be submitted by each FSMC along with the sealed offer, and include the information as follows:
 1. Any interested FSMC must be presently operating a comparable, successful school food service program or be able to effectively demonstrate sufficient experience and knowledge in operating a school food service program.
 2. (A) Balance Sheets, (B) Income Statements and (C) Statement of Cash Flow (if available) **for the last three (3) consecutive years of operation.** If the requested documents (A and B, at minimum) are not provided with Proposal, then WCSD reserves the right to reject proposal as “non-responsive.”

The financial documents should be provided in one (1) separate, sealed envelope, so that it can be easily forwarded to WCSD’s Office of Business and Financial Services for review. **Do NOT include this documentation in the proposal binders.** Only one (1) copy of the documents is required with submission.

Should a privately held company deem this financial information to be **confidential**, it must be marked as such on the one (1) separate, sealed envelope that contains the financial information.

Financial Stability will be evaluated on a pass/fail basis. The financial statements submitted will be evaluated by a qualified member of WCSD’s Business and Finance Department. Any Offeror that does not pass this evaluation will have their Offer rejected.

3. Information about the other districts and/ or charter the FSMC is currently working with in Nevada. Details should include district/charter name, district size, number of sites, contract start date, and date and findings noted on the most recent administrative review.

OFFEROR REFERENCES

- A. FSMC offeror must provide at least three verifiable professional references regarding services provided by the offeror similar to those required under this solicitation. References must include:
 1. District/ Public Entity Name
 2. District/Public Entity Size
 3. Address
 4. Contact Name
 5. Contact Information
 6. Description of Services

CONTRACT PRICING SUMMARY

- A. Cost Reimbursable. The FSMC will be paid on the basis of the direct cost incurred plus a flat monthly rate or fixed per meal/ lunch equivalent for general Administrative and Management Fees. **All indirect and overhead costs must be included in the administrative Fee.** In addition, all program expenses not otherwise defined in the contract will be assumed to be covered by the FSMC under the administrative fee. Offer must include the proposed Administrative Fee and Management fee for services in a flat monthly rate or a per/meal equivalent.

LABOR COSTS

- A. All non-management food service employees shall remain employees of the SFA. The FSMC Food Service Director may direct all SFA food service employees.
- B. FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by SFA. Under a cost-reimbursable contract, fringe benefits, as well as the basis for any salary increases, must be specified in the Offer and approved by SFA in order for these to be Allowable Costs. Salary increases, if any, shall be awarded, in part, on the basis of criteria mutually established by SFA and FSMC. Such criteria, at a minimum, shall reflect measurable and substantive improvements in operating efficiencies, such as unit costs for food, labor and direct items or specific and identifiable increase in such areas as the total numbers of students and staff participating in food service programs, and the total number of identified students for free and reduced meal reimbursements.

SCHEDULE OF TERMS FOR THE FSMC GUARANTEE

- A. The FSMC offeror must describe in detail the Guarantee Return conditions, forecasting of cost, and settlement of losses and/ or surpluses.

- B. The FSMC must select provide either a:
1. **Guaranteed No Loss:** FSMC guarantees the SFA no loss for the operation of the food service program.
 2. **Guaranteed Loss:** FSMC guarantees a maximum loss amount for the operation of food service program if a loss is forecasted based on WCSD's program.
 3. **Guaranteed Minimum Return:** FSMC guarantees the SFA a return no less than a certain dollar amount for the operation of the food service program
- C. The FSMC must state what the Guarantee Minimum Return or Maximum Loss amount will be for the SFA for Year 1 of the contract and the estimated guarantee minimum return to the SFA for years 2-5.

FINANCIAL PROJECTED WORKSHEET

- A. Based on the information provided in WCSD Specific Attachment (A-W) of the RFP, the FSMC must provide projected revenues and expenditures. Offer must provide estimates for contract years 1-5. The following information must be included in projections submitted:
1. Revenues
 - Cash Sales
 - Student Breakfast Sales
 - Student Lunch Sales
 - A-La-Carte Sales
 - Adult Sales
 - Special Event sales
 - Federal Reimbursement (based on current rates)
 - Breakfast
 - Lunch
 - Snacks
 - Summer Food Service Program
 - USDA Foods Credit
 2. Expenses
 - SFA Food Costs
 - Gross Food Costs
 - Food Delivery Costs
 - USDA Foods Used
 - USDA Foods Delivery
 - USDA Foods Processing
 - Labor Costs
 - FSMC Fees
 - Administrative Fee
 - Management Fee
 - Direct Costs
 - Paper and Disposable Goods
 - Replacement/Small Wares
 - Auto Expenses
 - Insurance Expense
 - Telephone
 - Office Supplies
 - Postage
 - Bank Deposit Services
 - Uniforms and Laundry
 - Other Delivery and Freight/ Non-Food
 - Advertising, Promotions & Menu
 - Marketing/franchise and Décor
 - Equipment Purchases
 - Depreciation of Equipment
 - Equipment Repair
 - Licenses
 - Employee Travel
 - Security background check
 - Miscellaneous-Specify

OFFEROR'S 21 DAY CYCLE MENU

- A. The food-based menu planning approach requires specific food group components to be served in an established age/grade group. At a minimum, schools must offer all food group components in the quantities specified for breakfast and lunch. The five food group components established are meat/meat alternate, grain, vegetable, fruit, and fluid milk.
- B. FSMC Offeror must provide a 21 Day Cycle menu all applicable age grade groups for breakfast, lunch, snack, and summer food service.

OFFEROR'S INTERNAL ACCOUNTING PROCESS

- A. Give detailed information regarding your internal accounting process. At minimum offeror must provide the following information:
 1. Detailed inventory control for storage areas, including USDA Foods
 2. Accounting controls
 3. Method of recording, checking and reporting sales
 4. Internal control of cash handling
 5. Internal audit system
 6. All regular accounting forms used, with detailed explanation of their operation and importance
 7. Account periods
 8. Detailed description of showing credits and rebates on invoices and the method used to reach those amounts
 9. Data collection for purposes of evaluating the effectiveness of new and current programs

OFFEROR'S ORGANIZATION CHART

- A. Each offeror must provide a Company Organization Chart. Identify the Project Personnel who will be working with the SFA and include what the FSMC's plan is for the administrative, management and the supervision proposed under the specifications of this contract. Any changes to proposed staff must be approved in writing by WCSD.

OFFEROR'S PERSONNEL INFORMATION

- A. Each offeror must describe the FSMC's experience as managers and consultants of food service operations in general and public/charter schools in particular.
- B. Submit résumés of all personnel who will be working with the SFA. The résumés shall include the following:
 1. Education
 2. Number of years of experience, number of years with the company
 3. Specific related experience
 4. Availability of the person to work with WCSD
 5. Current and proposed time commitments of this person
 6. Associates or outside consultants and previous work experience with proposed outside sources (if any)
 7. Depth of management and support resources

OFFEROR'S TRAINING PROGRAM

- A. Submit a detailed description of the FSMC's training program for employees, Directors, managers and support at all levels. Training program description should include:
 1. How the FSMC will train its employees to abide by all policies, rules and regulations with respect to its use of WCSD's premises
 2. Detail on the training areas as required for USDA Professional Standards Requirements
 3. How the FSMC attempts to improve employee morale and reduce turnover

OFFEROR'S FOOD SERVICES PROGRAM LIST

- A. The FSMC must have extensive experience as food service operators and consultants of food service programs in general, and in public/charter schools. The FSMC shall have specific strategies for increasing both student and adult participation, while at the same time providing high quality, nutritional food. The FSMC shall have experience with this in other schools.
- B. Offeror must provide a list of all Nevada, as well as, other nationwide operations where you are operating food service programs. List should include:
 1. School District/Charter Name
 2. Population
 3. Location
 4. Client Contract
 5. Phone Number
 6. Scope of Services
 7. % of Participation
 8. % of Free and Reduced Lunch

OFFEROR'S DISCONTINUED OR TERMINATED SERVICES

- A. List the school districts where your services have been discontinued or terminated in the past five (5) years. You must indicate the following:
1. Name of School District/ Public Entity
 2. Contact Name of School District/ Public Entity
 3. Telephone number of contact
 4. Number of sites served
 5. Length of the relationship
 6. Reason for termination

OFFEROR'S DRUG FREE WORKPLACE POLICY

- A. The FSMC will abide by the Drug Free, Alcohol Free rules and regulations of WCSD and all local policies.

OFFEROR'S CERTIFICATION OF DEBARMENT/SUSPENSION

- A. All offerors must submit a signed certification of Debarment/Suspension. (Attachment 2)

OFFEROR'S CERTIFICATION REGARDING LOBBYING

- A. All offerors must submit a signed certification regarding lobbying. (Attachment 3)

OFFEROR'S CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- A. All offerors must submit a signed certificate of independent price determination. (Attachment 4)

OFFEROR'S SIGNED NON-COLLUSION AFFIDAVIT

- A. All offerors must submit a signed non-collusion affidavit. (Attachment 5)

OFFEROR'S IRS W-9 FORM

- A. All offerors must submit an IRS W-9 form. (Attachment 6)

ATTACHMENT 1: OFFEROR'S DRUG FREE WORKPLACE POLICY

The FSMC will abide by the Drug Free, Alcohol Free rules and regulations of Washoe County School District and all local policies. Preference will be given to vendors submitting a certification with their proposal certifying they have a drug free workplace. The FSMC shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substance is prohibited in the workplace and specifies the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintain a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement in subsection (1).
4. In the statement specified in the subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the violation of any controlled substance law of the United States or any state, for the a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As a person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Company Name: _____

Vendors Signature: _____

ATTACHMENT 2: CERTIFICATION OF DEBARMENT/SUSPENSION

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this 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 whom 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 tier 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 tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
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 it is not debarred, suspended, ineligible, or voluntarily excluded from the 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 No 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.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR 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.

- (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.

PR/Award Number Project Name

Signature(s)

11/26/2024

ATTACHMENT 3: CERTIFICATION REGARDING LOBBYING

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of 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 sub recipients shall certify and disclose accordingly.
-

Name/Address of Organization

Name/Title of submitting Official

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

INSTRUCTIONS FOR COMPLETION OF SF-LLL

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or Agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the 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 the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative Agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a 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.

☐ Check this box if not applicable
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

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ATTACHMENT 4: CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

Both the School Food Authority and the Food Service Management Company (Offeror) shall execute this Certificate of Independent Price Determination.

Name of Food Service Management Company

Name of School Food Authority

(A) By submission of this Offer, the Offeror certifies and in the case of a joint Offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this Offer have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this Offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror or to any competitor; and

(3) No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition.

(B) Each person signing this Offer on behalf of the Food Service Management Company certifies that:

(1) He or she is the person in the Offerors organization responsible within the organization for the decision as to the prices being Offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2) He or she is not the person in the Offeror's organization responsible for the decision as to the prices being Offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Food Service Management
Company's Authorized Representative

Title

Date

In accepting this Offer, the SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the Offer referred to above.

Signature of School Food Authority
Authorized Representative

Title

Date

Note: Accepting a bidder's Offer does not constitute award of the contract.

ATTACHMENT 5: NON- COLLUSION AFFIDAVIT

State of Nevada)
County of) ss.

_____, affiant,
(Name of Person Authorized to Sign Offer)

the _____
(Title)

of _____
(Contractor/Offeror)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham Proposal, or any other person, firm or corporation to refrain from submitting a Proposal, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

(Signature of Person Authorized to Sign Offer)

(Title) _____

Subscribed and sworn to before me

this _____ day of _____, 20 _____

Signature of Notary Public in and for the _____

State of _____

County of _____

