SCHOOL FOOD AUTHORITIES AND FOOD SERVICE MANAGEMENT COMPANIES MUST READ THIS PAGE

How to Use This Prototype Request for Proposal and Fixed-Price Contract

The South Dakota Department of Education ("State Agency") is providing this prototype Request for Proposal ("RFP") and Fixed-Price Contract to guide school food authorities ("SFA") in the development of an RFP and contract to obtain food service management company ("FSMC") assistance for its school food service operation. SFA may not revise any terms of the RFP or contract without the State Agency's prior approval. The RFP, contract, and all attachments and exhibits are considered a complete solicitation packet when properly submitted to the State Agency.

Required Pre-Approval

The State Agency intends that this RFP and Fixed-Price Contract serve as a prototype, inclusive of all terms, provisions, and program requirements applicable to FSMC procurements and contracts. However, SFA remains responsible for ensuring that its procurement documents and processes comply with all applicable laws, regulations, program instructions, and guidance materials. SFAs are not relieved from the federal requirement to obtain approval from the State Agency prior to the release of an RFP and Fixed-Price Contract to potential FSMCs when using this prototype. SFAs must make any required changes before the State Agency will approve its RFP and Fixed-Price Contract. Additionally, SFAs must submit the results of their proposal process to the State Agency before executing its contract. More information is available on the State Agency CANS web page at https://doe.sd.gov/cans/index.aspx under "Procurement/Food Service Management Company (FSMC) Contracts."

Public Notice Requirements

In accordance with state law, SFAs must advertise this RFP as a legal notice in a legal newspaper. The advertisement must be published at least twice, with the first publication at least ten days before the deadline for the submission of proposals. The first publication will be in each official newspaper of the SFA, and the second publication may be in any legal newspaper of the state chosen by SFA. If SFA has no official newspaper, the first publication will be made in a legal newspaper with general circulation in the jurisdiction of the SFA to be selected by SFA. The advertisement must state the time and place where the bids will be opened or the deadline for the submission of proposals. In each notice, SFA must reserve the right to reject any or all bids or proposals.

RFP and Fixed-Price Contract Approval Disclaimer

SFA and FSMC should consult with their own legal counsel during this procurement process and throughout contract execution regarding any proposed procurement method and/or contract language.

Resources

This prototype RFP includes state and federal regulations, guidance, instructions, and policies that are relevant to this type of contract. Guidance on the implementation of these laws, regulations, and policies should be reviewed by SFA and FSMC, and are available at the State Agency Child and Adult Nutrition Services web page, https://doe.sd.gov/cans/snp.aspx.

The Food and Nutrition Service of the United States Department of Agriculture also publishes guidance on the RFP and Fixed-Price Contract process, which is available on its web page at https://www.fns.usda.gov/cn/updated-guidance-contracting-food-service-management. SFA and FSMC should review this guidance before executing a final agreement.

REQUEST FOR PROPOSAL AND CONTRACT

FOOD SERVICE MANAGEMENT AGREEMENT

SCHOOL DISTRICT

SEEKING A FOOD SERVICE MANAGEMENT COMPANY

FOR

Spearfish School District

(THE "SCHOOL FOOD AUTHORITY")

For school year 2023-2024

Legal Notice of Announcement

Notice is hereby given that the Governing Board of the **Spearfish School District** is requesting proposals for a food service management company to assist with the School Food Authority's food service program.

The Food Service Management Company should not construe from this legal notice that School Food Authority intends to enter into a fixed-price contract with any Food Service Management Company unless, in the opinion of the School Food Authority, it is in the best interest of the School Food Authority to do so. The School Food Authority reserves the right to accept any proposal which it determines most favorable to the interest of School Food Authority and to reject any or all proposals or any portion of any proposal submitted which, in School Food Authority's opinion, is not in the best interest of the School Food Authority.

The deadline for submissions to this request for proposals is March 30th**,** 2023. The proposals will be opened on **March 30th, 2023 at 2:00 p.m.**

Request for Proposal

This solicitation requests proposals for the operation and management of a United States Department of Agriculture ("USDA") Child Nutrition Program for the School Food Authority identified in this solicitation ("SFA"). A proposal may be submitted by a Food Service Management Company, ("FSMC"), in compliance with the procedures and timelines described here. Procurement of the Fixed-Price Contract will be conducted in a manner that provides maximum open and fair competition as provided in Title 2 of the Code of Federal Regulations (C.F.R.) Part 200 and South Dakota procurement statutes, found at SDCL chapter 5-18A through 18D, where applicable.

FSMC must submit its proposal to meet the requirements described in this Request for Proposal ("RFP"), including the attachments that require information from FSMC. Responsive proposals submitted by FSMC will be evaluated by SFA for award of the Fixed-Price Contract. SFA, based on evaluation of the proposals including price, may award the Fixed-Price Contract to the FSMC that submits the proposal awarded the most points.

FSMC shall comply with the applicable rules, regulations, policies, guidance, and instructions of the South Dakota Department of Education ("State Agency") and the USDA and any additions or amendments thereto; federal procurement regulations, including 2 C.F.R. Part 200 ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards") and appendices thereto; 42 U.S.C. § 1769a ("Fresh Fruit and Vegetable Program") and the USDA Fresh Fruit and Vegetable Program Handbook; and all USDA implementing regulations, found at 7 C.F.R. Parts:

- 210 ("National School Lunch Program");
- 215 ("Special Milk Program for Children");
- 220 ("School Breakfast Program");
- 225 ("Summer Food Service Program");
- 226 ("Child and Adult Care Food Program" including At-Risk After School Care);
- 245 ("Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools");
- 250 ("Donation of Foods for Use in the United States, Its Territories and Possessions and Areas Under Its Jurisdiction").

State Agency approval of the award of the Fixed-Price Contract is predicated on the assumption that FSMC has obtained and reviewed a copy of SFA's permanent agreement ("Permanent Agreement") with State Agency and all applicable SFA policies, all of which are expressly incorporated in the RFP by this reference. It is the responsibility of FSMC under this RFP and the Fixed-Price Contract to ensure it reads and understands the terms of the Permanent Agreement before entering into the Fixed-Price Contract. A copy of SFA's policies and the Permanent Agreement can be obtained by contacting Craig Crosswait in writing by mail at **525 E. Illinois Spearfish, SD 57783**, e-mail at ccrosswa@spearfish.k12.sd.us, or fax at 605-717-1200. By submitting a bid in response to this RFP, FSMC is agreeing to comply with all applicable terms of SFA's policies and the Permanent Agreement.

A. Intent

This solicitation is for the purpose of entering into a Fixed-Price Contract for the operation of a School Nutrition Program ("Program") for Spearfish School District_ ___.

A Site Data page is attached below, with details for each site requiring food service, current Programs offered by SFA, and Programs SFA is considering adding.

B. Fixed-Price Contract

The Fixed-Price Contract will be for a period beginning on or about July **1st, 2023** and ending June 30, 2024.

The contract will be for fixed meal or snack prices. The standard contract template provided by the State Agency must be used for the contract, and is attached to this RFP. No changes may be made to the standard contract unless preapproved by the State Agency. Upon the award of the Fixed-Price Contract and beginning on the Effective Date, FSMC will be subject to the sanctions outlined in the Fixed-Price Contract for any breach of its terms.

C. Proposal Submission and Award

1. Proposals are to be submitted in a sealed envelope marked as follows:

   "Proposal - Food Service Management Company RFP #1"
   Submitted by: **[Enter Name of FSMC]**
   To: **Craig Crosswait Business Manager**
   Spearfish School District
   525 E. Illinois St. Spearfish, SD 57783

   Proposals must be submitted by 2:00 p.m. on March 30th, 2023 at the address shown above. No proposal will be accepted if it is received after the exact time and date specified. SFA will open proposals at 2:00 p.m. March 30th, 2023.

   FSMCs shall submit **at least one copy of the proposal by mail, appropriately marked and to the above address.**. Each copy of the proposal must be inclusive of all materials, including signatures, clearly marked with the RFP number, and SFA name and address.

2. SFA reserves the right to reject any proposal for a sound, documented reason, and to reject all proposals if an insufficient number of proposals is received.

3. To be considered for award of the Fixed-Price Contract, FSMC must submit a complete response to this solicitation using the standard templates and forms provided. No modification may be made to the standard templates and forms.

4. An award may be made to a qualified and responsible FSMC whose proposal is most responsive to this solicitation.

5. FSMC and its authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. Failure to do so will be at FSMC's risk and relief cannot be secured on the plea of error.

6. SFA will not consider more than one proposal from an individual, firm, partnership, corporation, or association under the same or different names. Reasonable grounds for believing that any FSMC has submitted more than one proposal will cause SFA to reject all proposals submitted by the FSMC. If there is reason to believe that collusion exists among FSMCs, SFA will not consider proposals from any of the participants in such collusion in this or future solicitations.

7. SFA will not consider a joint proposal submitted by two or more entities.

8. SFA reserves the right to negotiate the final terms and conditions of the Fixed-Price Contract, which may differ from those contained in the proposal, provided the SFA considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP or Fixed-Price Contract that

would have resulted in different proposals from all FSMCs. A material change will require SFA to rebid the contract. State Agency must review all changes to determine whether the change is a material change.

D. Contents of Proposal

A responsive proposal will include the following contents, submitted in complete form, labeled individually by section:

1. **Cover Letter**
   The cover letter must include the following information and be signed by an individual authorized to bind FSMC:
   a. Name and address of FSMC.
   b. Organizational structure of FSMC (e.g., corporation, partnership, etc.).
   c. FSMC's Federal Employee Identification Number and Corporate Identification Number, if applicable.
   d. Name, title, phone number, fax number, and e-mail address of the representative who will be designated as the primary liaison to SFA.
   e. Name, title, phone number, and e-mail address of the representative(s) authorized to bind FSMC in a contract if different from the primary liaison.
   f. A statement expressing FSMC's willingness to perform the services described in this RFP.
   g. A statement expressing FSMC's ability to perform the services required on the Site Data sheets, including availability of staff and other required resources to meet all deliverables as described in this RFP.
   h. A statement identifying FSMC's proprietary information contained in its proposal. Additionally, if applicable, FSMC must clearly mark in the upper right-hand corner those pages of its proposal considered proprietary, however, FSMC cannot consider the entire proposal proprietary.
   i. The following certification:

      "By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company."

2. **Table of Contents**
   Immediately following the cover letter, FSMC must include a comprehensive Table of Contents that lists all submitted proposal sections, subsections, attachments, and materials.

3. **Attachments Checklist**
   FSMC must fill out and include all documents identified in the Attachments Checklist.

4. **Minimum Qualifications**
   FSMC must fill out the Minimum Qualifications attachment, indicating whether it satisfies the minimum qualifications selected by SFA.

5. **Proposal Questionnaire**

FSMC must complete the Proposal Questionnaire. FSMC should limit its responses to the number of pages noted in the questionnaire and answer each question in the same order.

6. **FSMC References**
   FSMC must provide three references on the FSMC References form. SFA reserves the right to contact any of the references listed and to conduct reference checks with individuals and entities beyond those listed.

7. **Program Cycle Menus**
   If requested by SFA, FSMC must submit 21-day cycle menus that conform to all federal regulations regarding meal requirements.

8. **FSMC Staffing Plan**
   FSMC must complete the FSMC Staffing Plan.

9. **Price Proposal**
   FSMC must complete the Price Proposal.

10. **Bonding Requirements**
    Federal regulations requires FSMC to submit a proposal and performance bond for participation in the Summer Food Service Program. If applicable, FSMC must provide proof of bonding.

11. **Certifications**
    FSMC must complete all attached certifications.

12. **Authorization Agreement**
    FSMC must sign the Authorization Agreement.

E. Evaluation Criteria

The Evaluation Criteria are included in this RFP. After determining that a proposal satisfies the mandatory requirements stated in the RFP, SFA will use both objective analysis and subjective judgment in conducting a comparative assessment of the responses. Proposals will be evaluated by SFA based on the price and the criteria, categories, and assigned weights as indicated on the Evaluation Criteria form. While price alone is not the sole basis for award, price remains the primary consideration when awarding a contract under this competitive request for proposal.

After the initial screening process and review of references, a question and answer interview may be conducted with FSMC by SFA's evaluation committee. FSMC may also be asked to make an oral presentation of its proposal. If a committee member is an agent for, employee of, or in any manner associated with FSMC, FSMC must disclose this fact within FSMC's proposal so SFA may determine if there is a conflict of interest in violation of the conflict of interest policies of SFA or a conflict under applicable state or federal law.

F. Selection of Director

SFA reserves the right to interview and approve the on-site food service director.

G. Employees/Confidentiality

The current SFA food service employees will :

- ☐ Continue to be employed by SFA.
- ☐ Become employees of FSMC.
- ☐ Retain interview rights when FSMC hires.
- ☐ Not be retained.

☒ Other (explain).The currently FSMC employees will retain interview rights when FSMC hires.

All FSMC employees working with or with access to Confidential Information or Confidential Student Information, as defined in the Fixed-Price Contract, will submit a signed Confidentiality Agreement with SFA before beginning work. For any year the Fixed-Price Contract is renewed, covered employees must sign a new Confidentiality Agreement. All signed Confidentiality Agreements will be made available to State Agency upon request. The Confidentiality Agreement used by SFA is included as an attachment to this RFP for FSMC's reference.

H. Meal Equivalents for a La Carte Foods

The meal equivalency factor for school year 2023 is **$4.84**. The factor is based on the school year **SY22-23** rates of federal reimbursement for a free school lunch, plus the performance-based lunch reimbursement, plus the per-meal USDA Foods entitlement value, plus any other state meal funding support. The meal equivalency factor will be used to determine the number of meals that the a la carte food service is equivalent to, for the purpose of paying FSMC for the a la carte food service at the fixed meal price paid per school lunch. Net a la carte revenue (excluding catering) will be divided by the meal equivalent factor noted above to determine the number of equivalent lunches for payment to FSMC. The factor will be updated for any year that the Fixed-Price Contract is renewed.

I. Program Costs and Fees; Invoice Structure

FSMC will be responsible for the food service costs that are listed in the Cost Responsibility attachment. The fixed per-meal prices proposed by FSMC on its Price Proposal will be the complete payments due to FSMC without any other charges for costs. All invoices must be formatted according to requirements contained in the Invoice Structure attachment included in this RFP.

J. Food Substitutions

FSMC will meet the following requirements for food substitutions and modifications:

1. Federal regulations require food substitutions and modifications for students documented by a physician, physician assistant, or advanced practice registered nurse, such as a certified nurse practitioner, to have a disability. All costs for food substitutions must be included in the Price Proposal and FSMC may not bill SFA for items not included in the Price Proposal, including the cost of food substitutions.

2. FSMC must comply with all SFA policies to provide substitutions that meet the meal pattern for preferences of students without a disability, upon written request of a parent or legal guardian.

3. FSMC must comply with all SFA policies to provide a non-dairy fluid milk substitute that is nutritionally equivalent to milk for students with a medical or other special dietary need upon written request.

K. Free and Reduced-Price Meal Eligibility

SFA will be responsible for the free/reduced-price meal eligibility processes, including distribution of meal applications, approval/denial and verification of applications, hearings/appeals, and direct certification.

L. Conflict of Interest

SFA must maintain a written code of standards of conduct which will govern the performance of their

officers, employees or agents engaged in the award and administration of contracts supported by Program payments. SFA must disclose any potential conflicts of interest in writing to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy. The officers, employees, and agents of SFA may neither solicit nor accept gratuities, favors, or anything of monetary value from FSMC. No employee, officer or agent of SFA will be permitted to participate in the selection, or in the award or administration of this RFP if a conflict of interest, real or apparent, would be created between FSMC and:

a. Such employee, officer or agent;
b. Any member of his or her immediate family;
c. His or her partner; or
d. An organization which employs, or is about to employ, any of the above, if such organization has a financial or other interest in FSMC.

M. Requests for Clarification

FSMC may submit requests for clarification regarding the information presented in this RFP to Craig Crosswait, Business Manager in writing by mail at 525 E. Illinois St. Spearfish, SD 57783, e-mail at **ccrosswa@spearfish.k12.sd.us**, or fax at 605-717-1200, no later than **March 9th, 2023 by 4:00 p.m.**. SFA will answer all questions received by the deadline in writing at **www.spearfish.k12.sd.us** without exposing the query source. This will be the sole process for asking and answering questions regarding this RFP. FSMC may not contact SFA employees directly to ask questions. Unauthorized contact by FSMC with other SFA employees or SFA Board Member regarding the RFP may result in disqualification.

N. Modification and Withdrawal

FSMC may modify its proposals after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. SFA will not consider proposal modifications offered in any other manner, either oral or written. FSMC may withdraw its proposal by submitting a written withdrawal request to SFA, signed by FSMC or its authorized agent, prior to the submission deadline. Thereafter, an FSMC may submit a new proposal prior to the proposal submission deadline. FSMC may not withdraw its proposal after the proposal submission deadline. SFA asks FSMCs that do not intend to submit a new proposal to notify SFA in writing.

With preapproval of modifications from State Agency, SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum on www.spearfish.k12.sd.us. SFA will notify FSMCs so they can obtain any addenda from SFA's web site, or request it by e-mail, mail, or fax.

O. Cost of Preparation

FSMC is responsible for the costs of developing proposals and will not charge SFA for any preparation costs.

P. Firm Offer

By submitting a response to this Request for Proposal, and if such response is not withdrawn prior to the submission deadline, FSMC understands and agrees that it is making a firm offer to enter into a Fixed-Price Contract, which may be accepted by SFA and which will result in a binding contract. Such proposal is irrevocable for a period of ninety (90) days after the submission deadline. _____ _____(FSMC must initial and date to show agreement).

If SFA and the FSMC that is awarded the contract do not enter into a final agreement within a reasonable time after the award is made (as determined by SFA), SFA reserves the right to award the Fixed-Price Contract to the next lowest-priced, responsive and responsible FSMC.

Q. Site Tour

SFA will hold a **voluntary, virtual** Site Tour of the SFA facilities on February 28th, 2023 at 9:00 a.m.. The tour will be held at the following location: Spearfish High School located at 1725 North Main St. Spearfish, SD 57783.

R. USDA Foods

FSMC will provide credits to SFA for USDA Foods that are received at the warehouse or processor for SFA for the contract year, including credits for the value of donated foods contained in processed end products. The credits will reduce the amount due from SFA to FSMC under the contract. Credits will be provided from FSMC to SFA irrespective of whether or how FSMC uses the USDA Foods. FSMC will provide credits to SFA on applicable monthly bills as stated in the Fixed-Price Contract, unless State Agency accepts the need for a different crediting schedule upon review of the draft contract to be awarded. The method for determining the value of USDA Foods is found in the "*Value of Commodities Received Report*" in the State Agency iCAN system. DoD FFAVORS entitlement is located on the DoD FFAVORS order system. Net Off Invoice or Fee For Service SFA direct processing entitlement is found the in K12 Foodservice or Processor Link. This value is assigned in compliance with 7 C.F.R. § 250.58(e). FSMC will use all donated beef and pork products, and all processed end products, in SFA's food service. FSMC will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal of better quality than the donated foods, in SFA's food service. FSMC assures that the procurement of processed end products on behalf of SFA, as applicable, will ensure compliance with the requirements in Subpart C of 7 C.F.R. Part 250 and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of SFA for the value of donated foods contained in such end products at the processing agreement value. FSMC will not itself enter into a processing agreement with a processor of USDA Foods. FSMC will comply with the storage and inventory requirements for donated foods. The distributing agency, subdistributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may 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 donated foods. FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with 7 C.F.R. § 250.54(b). Extensions or renewals of the Fixed-Price Contract are contingent upon the fulfillment of all contract provisions relating to donated foods.

USDA Foods that FSMC will credit to SFA include the initial USDA Foods for the contract year that SFA or its current company has ordered or will order according to the annual survey. Check one:

☒ This RFP includes attached information about USDA Foods that have been ordered in the annual survey for the upcoming contract year.

☐ This RFP does not include information about USDA Foods that will be ordered in the annual survey for the upcoming contract year. As soon as USDA Foods are ordered in the annual survey, typically by February, and at least a week before proposals are due, SFA will provide information to all interested FSMCs about USDA Foods that have been ordered in the annual survey for SFA for the contract year.

S. Farm to School

As outlined in the Fixed-Price Contract, SFA may choose to implement a geographic preference for the procurement of certain local food and food products. The details of SFA's Farm to School Program are outlined in the Farm to School attachment below. A responsive FSMC must have the willingness and ability to procure local products for SFA as outlined in the Farm to School attachment.

T. Assurance of Civil Rights Compliance

FSMC and SFA agree to be bound by the Assurance of Civil Rights Compliance document contained in the Request for Proposal.

Assurance of Civil Rights Compliance

Civil Rights Assurance for School Nutrition Programs:
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 C.F.R. 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.

Civil Rights Assurance for Child and Adult Care Food Program and Summer Food Service Program:
The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 C.F.R. Part 15), DOJ (28) C.F.R. Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.

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

By 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.

SPEARFISH
SPARTANS

Schedule of Events
for RFP # 1

• Board Meeting – RFP Approval and Negotiations Authorized	Monday	**02/13/2023**
• Release of RFP	Thursday	**02/16/2023**
• First Public Notice	Thursday	**02/16/2023**
• Second Public Notice	Thursday	**02/23/2023**
• Mandatory/Voluntary Tour*	Tuesday	**02/28/2023**
• FSMC Question Submission Deadline	Thursday	**03/09/2023**
• SFA Responses to Written Submissions	Thursday	**03/16/2023**
• Deadline for Submission of Sealed Proposal	Thursday	**03/30/2023**
• Proposals Opened	Thursday	**03/30/2023**
• Proposals Evaluated and Fixed-Price Contract Negotiated	Friday	**03/31/2023**
• Board Meeting – Proposal Approval	Monday	**04/10/2023**
• Anticipated Fixed-Price Contract Award Date	Tuesday	**04/11/2023**

SFA reserves the right to amend this schedule, as necessary, and will post a notice of any schedule amendments at www.spearfish.k12.sd.us.

Voluntary / Mandatory Site Tour Information

The **voluntary** Tour is an escorted tour of SFA facilities where food service will be provided. The tour schedule includes the sites listed below. Please notify SFA if you will be attending the tour by contacting Craig Crosswait. Beyond notifying SFA that you will be attending the tour, FSMC may not contact any sites or employees outside of the scheduled visit.

SFA requests that FSMC does not take pictures during the tour if SFA has not obtained appropriate releases from parents, students, and/or employees. SFA will permit photos in which no persons are depicted, and which are directly related to the subject of the RFP. SFA thanks all FSMCs for abiding by our request to keep the disruption caused by the visit to a minimum.

SITE TOUR SCHEDULE

Site Tour begins at February 28th, 2023 at 9:00 a.m.
Where: Virtual tour broadcast from the high school kitchen. Prospective participants may join the tour by emailing your contact number to ccrosswa@spearfish.k12.sd.us. The tour will utilize Google Duo.

Attachments Checklist

_____
FSMC Company Name

Please complete this checklist to confirm that the items listed below have been included in your proposal. For the proposal to be considered, all required attachments must be returned, including this checklist.

	Attachment Name
_____	Cover Letter
_____	Table of Contents
_____	Minimum Qualifications
_____	Proposal Questionnaire
_____	FSMC References
_____	Program Cycle Menus (if not applicable, mark "N/A")
_____	Staffing Plan
_____	Price Proposal
_____	Summer Food Service Program Bonding Requirements (if not applicable, mark "N/A")
_____	Independent Price Determination Certificate
_____	Certificate Regarding Debarment and Suspension
_____	Certificate Regarding Lobbying
_____	Authorization Agreement

Evaluation Criteria

Instructions to FSMC: Submit your written proposal to address all of the criteria below. The proposal will be evaluated and scored by SFA's evaluation committee. The points for all criteria are provided below.

Criteria	Maximum Points
Price (Greatest Points)	20
Service Capability Plan (Proposed food service team such as Director and describes FSMC' s ability to provide services as stated in the RFP)	15
Employee Training and Development	10
Evaluation of Experience, References, and Past Performance (with like school systems and familiarity with operational regulations)	15
Integrity and Reliability of Projected Operating Budget/Forecast	10
Accounting, Invoicing, and Reporting Systems	10
Personnel Management and District Support	5
Marketing Plan and Promotion of the School Food Service Program	5
Involvement of Students, Staff, and Patrons	5
Plan to Increase Participation	5
Other	XX
TOTAL POINTS	**100**

Minimum Qualifications

FSMC must meet all of the following minimum qualifications to SFA's satisfaction to be given further consideration. Failure to satisfy any of the minimum qualifications may result in the immediate rejection of the proposal.

As of **03/30/2023,** both FSMC's company and its key personnel meet all of the following minimum qualifications:

Yes	No	
☐	☐	1. FSMC has more than seven years' experience with food service programs.
☐	☐	2. FSMC has the resources and ability to provide **280,000** meals per school year for SFA.
☐	☐	3. FSMC has knowledge and experience with the USDA School Breakfast Program and National School Lunch Program, Afterschool Snack, Child and Adult Care Food Program, Seamless Summer Option, Summer Food Service Program, and/or Fresh Fruit and Vegetable Program.
☐	☐	4. FSMC provides one onsite employee that meets the Professional Standards requirements for a Food Service Director.
☐	☐	5. FSMC has professional references that demonstrate the ability to perform the required services.
☐	☐	6. FSMC is licensed to do business in the state of South Dakota.
☐	☐	7. FSMC has the ability to meet annual training requirements of the Professional Standards.
☐	☐	8. Other:

Proposal Questionnaire

This proposal questionnaire is intended to provide the SFA with specific information concerning FSMC's capability to provide services as described in the RFP. Please be as concise as possible and limit your responses to no more than two pages per question, unless instructed otherwise. Type each question in the same order as listed in the questionnaire.

1. Provide a general description of your company's qualifications and experience relevant to the Minimum Qualifications, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.

2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing food service management services (consulting, food purchase, etc.) and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar SFA food management services.

3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.

4. Provide a complete list of School Food Authorities that have discontinued or terminated your company's services in the last five years and the reason(s) why.

5. Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.

6. Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation. If you are unable to provide a complete balance sheet or annual report for the last three years of operation please explain why and provide any complete balance sheet or annual report (verified by a certified public accountant) for any year available. This response may be more than two pages.

7. Provide a description of promotional and marketing materials you will use to attract students to the program.

8. Provide a recommended transition plan that describes the steps you will take to begin providing the services described in this RFP.

9. Will FSMC attend the offered tour of SFA facilities?

   _____ Yes _____ No

FSMC References

List three references for whom FSMC has provided food service management services within the past two year(s). If references are not available, please explain why by attaching a written explanation to this form.

Reference 1
Name of Reference/Phone Number Click or tap here to enter text.
Street Address Click or tap here to enter text.
City/State/Zip Code Click or tap here to enter text.
Contact Person/Title Click or tap here to enter text.
Description of Services Provided/Dates of Service Click or tap here to enter text.
Reference 2
Name of Reference/ Phone Number Click or tap here to enter text.
Street Address Click or tap here to enter text.
City/ State/Zip Code Click or tap here to enter text.
Contact Person/Title Click or tap here to enter text.
Description of Services Provided / Dates of Service Click or tap here to enter text.
Reference 3
Name of Reference/Phone Number Click or tap here to enter text.
Street Address Click or tap here to enter text.
City/State/Zip Code Click or tap here to enter text.
Contact Person/Title Click or tap here to enter text.
Description of Services Provided/Dates of Service Click or tap here to enter text.

Confidentiality Agreement

The following Confidentiality Agreement must be signed by all FSMC employees working with or with access to Confidential Information or Confidential Student Information, as defined in the Fixed-Price Contract, before beginning work.

I, _____, (name of employee) agree to safeguard and maintain strict confidentiality regarding any student data received by or accessible to me as an employee of _____ (name of FSMC). I acknowledge that personally identifiable information, as that term is defined by 34 C.F.R. § 99.3, is confidential and that I am prohibited from further disclosing that information unless disclosure is specifically authorized by the Family Educational Rights and Privacy Act, the Individuals With Disabilities Education Act, the National School Lunch Act, and all other applicable state or federal laws. Unauthorized disclosure of any student data could result in termination of my employment and other civil and criminal penalties. This Confidentiality Agreement amends and supersedes all previous non-disclosure and confidentiality agreements regarding student data signed by me as an employee of _____ (name of FSMC).

Signature of Employee: _____

Printed Name of Employee: _____

Date: _____

Contract Year: _____

Site Data

Site Name (School or other Site): _Mountain View Elementary_ Site number _1_ of _5_

Address: _400 E. Hudson Spearfish, SD 57783__

Grades

Grade Levels: _PK and Kindergarten____

Enrollment*

Total Enrollment: 194

Number of Free Students: _20_ Number of Reduced-Price Students: _8_ Number of Paid Students: 166

**Data should be suppressed for >90% Free and Reduced students or fewer than 20 total students.*

Meal Preparation—check one

☐ Onsite Kitchen ☒Satellite ☐ Pre-Packaged

Days

Number of Estimated Annual Serving Days: _173___

Breakfast Program ☐ Not Applicable ☐ Considering Adding

Program Cycle Menu Provided by: ☐SFA ☒ FSMC

Meal Service Times	# ADP[1] Free Breakfasts	# ADP[1] Reduced-Price Breakfasts	# ADP[1] Paid Breakfasts	Paid Breakfast Price	# ADP[1] Non-Program (Adult) Breakfasts	Non-Program (Adult) Breakfast Price
7:45 to 8:10	7	1.4	20	1.20	1	2.26

Lunch Program

Program Cycle Menu Provided by: ☐ SFA ☒FSMC

Meal Service Times	# ADP[1] Free Lunches	# ADP[1] Reduced-Price Lunches	# ADP[1] Paid Lunches	Paid Lunch Price	# ADP[1] Non-Program (Adult) Lunch	Non-Program (Adult) Lunch Price
_11:45 & 12:05_	_12.5	_6.5	_97	2.90	2	4.85

Special Milk Program (SMP) ☒Not Applicable ☐Considering Adding

Number of ADP[1] SMP Milks: _____

A La Carte ☒Not Applicable

Number of Equivalent Lunches[2]: _____

This data is:

☒ Projected from months _12/01_ through __12/31__ of current school year 2022 - 2023.

☐From the previous school year 20___ - ___.

[1] ADP is average daily participation; that is, the average number of reimbursable meals, snacks or milks served per day.

[2] The number of "equivalent lunches" represented by a la carte sales is total a la carte sales divided by the lunch equivalency factor.

Afterschool Snack Program (NSLP)—Area Eligible ☒ Not Applicable ☐ Considering Adding

☐ National School Lunch Program (NSLP) Snacks
☐ Child and Adult Care Food Program (CACFP) Snacks and/or Meals

Meal/Snack Service Times	Number ADP[1] Snacks	Number ADP[1] Meals (CACFP)	Number ADP[1] Paid Breakfasts	Number Annual Days
_____	_____	_____	_____	_____

Afterschool Snack Program (NSLP)—Not Area Eligible ☒ Not Applicable ☐ Considering Adding

Snack Service Times	Number ADP[1] Free Snacks	Number ADP[1] Reduced-Price Snacks	Number ADP[1] Paid Snacks	Paid Snack Price	Number Annual Days
_____	_____	_____	_____	_____	_____

Summer Food Service Program or Seamless Summer Option

☒ Not Applicable ☐ Considering Adding
☐ Summer Food Service Program ☐ Seamless Summer Option
☐ Closed Site ☐ Open Site

Meal/Snack Service Times	Number ADP[1] Breakfasts	Number ADP[1] Lunches	Number ADP[1] Snacks	Number ADP[1] Suppers	Number Days
_____	_____	_____	_____	_____	_____

Fresh Fruits and Vegetables Program

☒ Not Applicable ☐ Considering Adding
Program Cycle Menu Provided by: ☐SFA ☐ FSMC

Service Times	Days of Operation	Number of Students			
_____	_____	_____	_____	_____	_____

Site Data

Site Name (School or other Site): _West Elementary_ Site number 2 of 5

Address: _920 King St. Spearfish, SD 57783__

Grades

Grade Levels: _1st and 2nd____

Enrollment*
Total Enrollment: 388

Number of Free Students: 53 Number of Reduced-Price Students: 13 Number of Paid Students: 322

**Data should be suppressed for >90% Free and Reduced students or fewer than 20 total students.*

Meal Preparation—check one
☒ Onsite Kitchen ☐Satellite ☐ Pre-Packaged

Days
Number of Estimated Annual Serving Days: _173___

Breakfast Program ☐ Not Applicable ☐ Considering Adding
Program Cycle Menu Provided by: ☐SFA ☒ FSMC

Meal Service Times	# ADP[3] Free Breakfasts	# ADP[1] Reduced-Price Breakfasts	# ADP[1] Paid Breakfasts	Paid Breakfast Price	# ADP[1] Non-Program (Adult) Breakfasts	Non-Program (Adult) Breakfast Price
7:45 to 8:10	14.8	3.5	31	1.20	1	2.26

Lunch Program
Program Cycle Menu Provided by: ☐ SFA ☒FSMC

Meal Service Times	# ADP[1] Free Lunches	# ADP[1] Reduced-Price Lunches	# ADP[1] Paid Lunches	Paid Lunch Price	# ADP[1] Non-Program (Adult) Lunch	Non-Program (Adult) Lunch Price
_____	37.8	10.2	191.5	2.90	2	4.85

Special Milk Program (SMP) ☒Not Applicable ☐Considering Adding

Number of ADP[1] SMP Milks: _____

A La Carte ☒Not Applicable

Number of Equivalent Lunches [2] : _____

This data is:

☒ Projected from months _12/1_ through _12/31__ of current school year 2022 - 2023.

[1] ADP is average daily participation; that is, the average number of reimbursable meals, snacks or milks served per day.
[2] The number of "equivalent lunches" represented by a la carte sales is total a la carte sales divided by the lunch equivalency factor.

☐From the previous school year 20___ - ___.

Afterschool Snack Program (NSLP)—Area Eligible ☒ Not Applicable ☐ Considering Adding

☐ National School Lunch Program (NSLP) Snacks
☐ Child and Adult Care Food Program (CACFP) Snacks and/or Meals

Meal/Snack Service Times	Number ADP[1] Snacks	Number ADP[1] Meals (CACFP)	Number ADP[1] Paid Breakfasts	Number Annual Days
_____	_____	_____	_____	_____

Afterschool Snack Program (NSLP)—Not Area Eligible ☒ Not Applicable ☐ Considering Adding

Snack Service Times	Number ADP[1] Free Snacks	Number ADP[1] Reduced-Price Snacks	Number ADP[1] Paid Snacks	Paid Snack Price	Number Annual Days
_____	_____	_____	_____	_____	_____

Summer Food Service Program or Seamless Summer Option

☒ Not Applicable ☐ Considering Adding
☐ Summer Food Service Program ☐ Seamless Summer Option
☐ Closed Site ☐ Open Site

Meal/Snack Service Times	Number ADP[1] Breakfasts	Number ADP[1] Lunches	Number ADP[1] Snacks	Number ADP[1] Suppers	Number Days
_____	_____	_____	_____	_____	_____

Fresh Fruits and Vegetables Program

☒ Not Applicable ☐ Considering Adding
Program Cycle Menu Provided by: ☐SFA ☐ FSMC

Service Times	Days of Operation	Number of Students			
_____	_____	_____	_____	_____	_____

Site Data
(add additional Site Data pages for all approved sites)

Site Name (School or other Site): _Creekside Elementary_ Site number _3_ of _5_

Address: _2325 North Main St. Spearfish, SD 57783__

Grades
Grade Levels: _3 through 5____

Enrollment*
Total Enrollment: 559

Number of Free Students: 71 Number of Reduced-Price Students: 15 Number of Paid Students: 473

**Data should be suppressed for >90% Free and Reduced students or fewer than 20 total students.*

Meal Preparation—check one
☒ Onsite Kitchen ☐Satellite ☐ Pre-Packaged

Days
Number of Estimated Annual Serving Days: _173___

Breakfast Program ☐ Not Applicable ☐ Considering Adding
Program Cycle Menu Provided by: ☐SFA ☒ FSMC

Meal Service Times	# ADP[4] Free Breakfasts	# ADP[1] Reduced-Price Breakfasts	# ADP[1] Paid Breakfasts	Paid Breakfast Price	# ADP[1] Non-Program (Adult) Breakfasts	Non-Program (Adult) Breakfast Price
7:45 to 8:10	22.6	3.8	62.6	1.20	0	2.26

Lunch Program
Program Cycle Menu Provided by: ☐ SFA ☒FSMC

Meal Service Times	# ADP[1] Free Lunches	# ADP[1] Reduced-Price Lunches	# ADP[1] Paid Lunches	Paid Lunch Price	# ADP[1] Non-Program (Adult) Lunch	Non-Program (Adult) Lunch Price
11:00 – 11:20, 11;25 – 11:45, 11:50 – 12:10, 12:15 – 12:35, 12:40 – 1:00, 1:05 – 1:25	53.8	10.1	273.2	2.90	5	4.85

Special Milk Program (SMP) ☒Not Applicable ☐Considering Adding
Number of ADP[1] SMP Milks: _____

A La Carte ☒Not Applicable

Number of Equivalent Lunches [2]: _____

[1] ADP is average daily participation; that is, the average number of reimbursable meals, snacks or milks served per day.
[2] The number of "equivalent lunches" represented by a la carte sales is total a la carte sales divided by the lunch equivalency factor.

This data is:

☒ Projected from months _12/01_ through _12/31__ of current school year 2022 - 2023

☐From the previous school year 20___ - ___.

Afterschool Snack Program (NSLP)—Area Eligible ☒ Not Applicable ☐ Considering Adding

☐ National School Lunch Program (NSLP) Snacks
☐ Child and Adult Care Food Program (CACFP) Snacks and/or Meals

Meal/Snack Service Times	Number ADP[1] Snacks	Number ADP[1] Meals (CACFP)	Number ADP[1] Paid Breakfasts	Number Annual Days
_____	_____	_____	_____	_____

Afterschool Snack Program (NSLP)—Not Area Eligible ☒ Not Applicable ☐ Considering Adding

Snack Service Times	Number ADP[1] Free Snacks	Number ADP[1] Reduced-Price Snacks	Number ADP[1] Paid Snacks	Paid Snack Price	Number Annual Days
_____	_____	_____	_____	_____	_____

Summer Food Service Program or Seamless Summer Option

☒ Not Applicable ☐ Considering Adding

☐ Summer Food Service Program ☐ Seamless Summer Option

☐ Closed Site ☐ Open Site

Meal/Snack Service Times	Number ADP[1] Breakfasts	Number ADP[1] Lunches	Number ADP[1] Snacks	Number ADP[1] Suppers	Number Days
_____	_____	_____	_____	_____	_____

Fresh Fruits and Vegetables Program

☒ Not Applicable ☐ Considering Adding

Program Cycle Menu Provided by: ☐SFA ☐ FSMC

Site Data

Site Name (School or other Site): _Middle School_ Site number 4 of 5

Address: _1600 Canyon St. Spearfish, SD 57783__

Grades

Grade Levels: _6 through 8____

Enrollment*

Total Enrollment: 642

Number of Free Students: 86 Number of Reduced-Price Students: 35 Number of Paid Students: 521

**Data should be suppressed for >90% Free and Reduced students or fewer than 20 total students.*

Meal Preparation—check one

☐ Onsite Kitchen ☒Satellite ☐ Pre-Packaged

Days

Number of Estimated Annual Serving Days: _173___

Breakfast Program ☐ Not Applicable ☐ Considering Adding

Program Cycle Menu Provided by: ☐SFA ☒ FSMC

Meal Service Times	# ADP[5] Free Breakfasts	# ADP[1] Reduced-Price Breakfasts	# ADP[1] Paid Breakfasts	Paid Breakfast Price	# ADP[1] Non-Program (Adult) Breakfasts	Non-Program (Adult) Breakfast Price
7:45 to 8:10	13	7.6	33.7	1.45	1	2.26

Lunch Program

Program Cycle Menu Provided by: ☐ SFA ☒FSMC

Meal Service Times	# ADP[1] Free Lunches	# ADP[1] Reduced-Price Lunches	# ADP[1] Paid Lunches	Paid Lunch Price	# ADP[1] Non-Program (Adult) Lunch	Non-Program (Adult) Lunch Price
11:09 – 11:39, 12:02 – 12:32, 12:55 – 1:25	57.6	26.5	272.9	3.15	3	4.85

Special Milk Program (SMP) ☒Not Applicable ☐Considering Adding

Number of ADP[1] SMP Milks: _____

A La Carte ☐Not Applicable

Number of Equivalent Lunches[2]: _110___

This data is:

☒ Projected from months _12/01_ through _12/31__ of current school year 2022 - 2023.

☐From the previous school year 20___ - ___.

[1] ADP is average daily participation; that is, the average number of reimbursable meals, snacks or milks served per day.

[2] The number of "equivalent lunches" represented by a la carte sales is total a la carte sales divided by the lunch equivalency factor.

Afterschool Snack Program (NSLP)—Area Eligible ☒ Not Applicable ☐ Considering Adding

☐ National School Lunch Program (NSLP) Snacks
☐ Child and Adult Care Food Program (CACFP) Snacks and/or Meals

Meal/Snack Service Times	Number ADP[1] Snacks	Number ADP[1] Meals (CACFP)	Number ADP[1] Paid Breakfasts	Number Annual Days
_____	_____	_____	_____	_____

Afterschool Snack Program (NSLP)—Not Area Eligible ☒ Not Applicable ☐ Considering Adding

Snack Service Times	Number ADP[1] Free Snacks	Number ADP[1] Reduced-Price Snacks	Number ADP[1] Paid Snacks	Paid Snack Price	Number Annual Days
_____	_____	_____	_____	_____	_____

Summer Food Service Program or Seamless Summer Option

☒ Not Applicable ☐ Considering Adding
☐ Summer Food Service Program ☐ Seamless Summer Option
☐ Closed Site ☐ Open Site

Meal/Snack Service Times	Number ADP[1] Breakfasts	Number ADP[1] Lunches	Number ADP[1] Snacks	Number ADP[1] Suppers	Number Days
_____	_____	_____	_____	_____	_____

Fresh Fruits and Vegetables Program

☒ Not Applicable ☐ Considering Adding
Program Cycle Menu Provided by: ☐SFA ☐ FSMC

Service Times	Days of Operation	Number of Students			
_____	_____	_____	_____	_____	_____

Site Data

Site Name (School or other Site): _High School_ Site number 5 of 5

Address: _1725 North Main St. Spearfish, SD 57783__

Grades

Grade Levels: _9 through 12____

Enrollment*

Total Enrollment: 876

Number of Free Students: 69 Number of Reduced-Price Students: 22 Number of Paid Students: 785

**Data should be suppressed for >90% Free and Reduced students or fewer than 20 total students.*

Meal Preparation—check one

☒ Onsite Kitchen ☐Satellite ☐ Pre-Packaged

Days

Number of Estimated Annual Serving Days: _173___

Breakfast Program ☐ Not Applicable ☐ Considering Adding

Program Cycle Menu Provided by: ☐SFA ☒ FSMC

Meal Service Times	# ADP[6] Free Breakfasts	# ADP[1] Reduced-Price Breakfasts	# ADP[1] Paid Breakfasts	Paid Breakfast Price	# ADP[1] Non-Program (Adult) Breakfasts	Non-Program (Adult) Breakfast Price
7:45 to 8:10	5.9	.4	12.1	1.45	2	2.26

Lunch Program

Program Cycle Menu Provided by: ☐ SFA ☒FSMC

Meal Service Times	# ADP[1] Free Lunches	# ADP[1] Reduced-Price Lunches	# ADP[1] Paid Lunches	Paid Lunch Price	# ADP[1] Non-Program (Adult) Lunch	Non-Program (Adult) Lunch Price
11:24 to 12:09	13.6	4.4	110.3	3.15	5	4.85

Special Milk Program (SMP) ☒Not Applicable ☐Considering Adding

Number of ADP[1] SMP Milks: _____

A La Carte ☐Not Applicable

Number of Equivalent Lunches[2]: _267___

This data is:

☒ Projected from months __12/01_ through _12/31__ of current school year 2022_- 2023.

☐From the previous school year 20___ - ___.

[1] ADP is average daily participation; that is, the average number of reimbursable meals, snacks or milks served per day.

[2] The number of "equivalent lunches" represented by a la carte sales is total a la carte sales divided by the lunch equivalency factor.

Afterschool Snack Program (NSLP)—Area Eligible ☒ Not Applicable ☐ Considering Adding

☐ National School Lunch Program (NSLP) Snacks
☐ Child and Adult Care Food Program (CACFP) Snacks and/or Meals

Meal/Snack Service Times	Number ADP[1] Snacks	Number ADP[1] Meals (CACFP)	Number ADP[1] Paid Breakfasts	Number Annual Days
_____	_____	_____	_____	_____

Afterschool Snack Program (NSLP)—Not Area Eligible ☒ Not Applicable ☐ Considering Adding

Snack Service Times	Number ADP[1] Free Snacks	Number ADP[1] Reduced-Price Snacks	Number ADP[1] Paid Snacks	Paid Snack Price	Number Annual Days
_____	_____	_____	_____	_____	_____

Summer Food Service Program or Seamless Summer Option

☒ Not Applicable ☐ Considering Adding
☐ Summer Food Service Program ☐ Seamless Summer Option
☐ Closed Site ☐ Open Site

Meal/Snack Service Times	Number ADP[1] Breakfasts	Number ADP[1] Lunches	Number ADP[1] Snacks	Number ADP[1] Suppers	Number Days
_____	_____	_____	_____	_____	_____

Fresh Fruits and Vegetables Program

☒ Not Applicable ☐ Considering Adding
Program Cycle Menu Provided by: ☐SFA ☐ FSMC

Service Times	Days of Operation	Number of Students			
_____	_____	_____	_____	_____	_____

Program Cycle Menu

These Program Cycle Menus provided by SFA must be adhered to for the first three weeks (21 days) of meal service, and changes thereafter may be made upon approval of SFA. Any changes must equal or exceed the choice selection, quality, grades, and specifications contained in the original Cycle Menu. Upon written request by SFA, FSMC may develop additional Cycle Menus according to the meal requirements set forth in applicable federal regulations.

FSMC must submit a 21-day Cycle Menu for each program identified on the Site Data sheet(s), where applicable. Each Program Cycle Menu submitted by FSMC must comply with the meal and meal pattern requirements, dietary specifications, and minimum food specifications established by federal regulations. SFA reserves the right to adjust the Program Cycle Menus submitted by FSMC to ensure compliance with applicable regulations. FSMC must adhere to the approved Program Cycle Menus for the first three weeks (21 days) of meal service. Changes thereafter may be made upon approval of SFA. Any changes must equal or exceed the choice selection, quality, grades, and specifications contained in the original Program Cycle Menus submitted by FSMC. Upon written request by SFA, FSMC may develop additional Program Cycle Menus according to the meal requirements set forth in applicable federal regulations. FSMC has the option of utilizing the cycle menus listed below or creating new ones. The proposed cycle menus will become part of the RFP.

When requested by SFA, FSMC shall provide SFA with sack lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirements with a separate production record provided. FSMC shall be responsible for providing a point of service meal-count document, and for maintaining the proper temperature of the sack lunches.

K-5 breakfast includes, at a minimum, one hot and one cold offering. 6-12 includes, at a minimum, two hot and two cold offerings.

K-5 lunch must include two hot entrees. 6-8 must include two hot and three cold entrees. 9-12 must include four hot and three cold entrees.

Fresh fruit and salad bar must offer three fresh cut vegetable options, two canned fruit options and two fresh fruit options daily.

Offer versus Serve: Check all grades that allow Offer vs Serve, add additional grades as needed.

Breakfast

Pk	K	1	2	3	4	5	6	7	8	9	10	11	12	_	_	_	_
☐	☒	☒	☒	☒	☒	☒	☒	☒	☒	☒	☒	☒	☒	_	_	_	_

Lunch

Pk	K	1	2	3	4	5	6	7	8	9	10	11	12	_	_	_	_
☐	☒	☒	☒	☒	☒	☒	☒	☒	☒	☒	☒	☒	☒		_	_	_

BREAKFAST: 21-DAY **EXAMPLE ONLY** MENU CYCLE				
Monday	Tuesday	Wednesday	Thursday	Friday
Day 1 Egg & cheese biscuit, Cereal choices with toast, Waffle with syrup, French toast, Fruit and juice choices	Day 2 Pancake & sausage links, Cereal choices with toast, Waffle with syrup, Bagels, Fruit and juice choices	Day 3 Chocolate Chip muffin, Cereal choices with toast, Waffle, Pop-tarts, Cherry strudel, Fruit and juice choices	Day 4 Cinnamon roll, Cereal choices with toast, French toast, Bagels, Pop-tarts, Fruit and juice choices	Day 5 Yogurt with goldfish grahams, Cereal choices with toast, Waffle with syrup, Apple strudel, Fruit and juice choices
Day 6 Waffles with syrup, Cereal choices with toast, Pop-tarts, Fruit and juice choices	Day 7 Glazed donuts, Cereal choices with toast, French toast, Waffle, Fruit and juice choices	Day 8 Biscuits & gravy, Mini waffle, Bagels, Apple strudel, Fruit and juice choices	Day 9 Iced long john, French toast, Cereal choices with toast, Fruit and juice choices	Day 10 Egg & cheese biscuit, Cereal choices with toast, Pop-tarts, Bagels, Fruit and juice choices
Day 11 French toast sticks, cinnamon squares, Cereal choices with toast, Bagels, Fruit and juice choices	Day 12 Caramel roll, Cereal choices, Pop-tarts, Mini French toast, Bagels, Fruit and juice choices	Day 13 Waffles with syrup, Cereal choices with toast, Cherry strudel, cinnamon squares, Bagels, Fruit and juice choices	Day 14 Chocolate chip muffin & yogurt choice, Cereal choices with toast, Cherry strudel, Pop-tarts, Bagels, Fruit and juice choices	Day 15 Oatmeal with toppings, Cereal choices with toast, Mini blueberry pancakes, Mini French toast, Cherry strudel, Bagels, Fruit and juice choices
Day 16 Pancake and sauce links, Cereal choices with toast, Pop-tarts, mini pancakes, mini French toast, Bagels, Fruit and juice choices	Day 17 Cinnamon roll, Cereal choices with toast, Mini waffle, Popo-tarts, cherry strudel, mini French toast, Bagels, Fruit and juice choices	Day 18 Scrambled eggs with toast, Cereal choices with toast, Chocolate crescent, Apple strudel, mini pancakes, mini waffle, Pop-tarts, Fruit and juice choices	Day 19 Biscuits and gravy, Cereal choices with toast, mini Bagels, Cinnamon squares, Apple Strudel, min pancake, Mini waffle, Fruit and juice choices	Day 20 Strawberry stuffed French toast, Cereal choices with toast, Mini waffle, Pop-tarts, mini pancake, Apple strudel, Bagels, Fruit and juice choices
Day 21 Yogurt with goldfish grahams, Cereal Choices with toast, Mini waffle, Mini pancake, Pop-tarts, Cinnamon squares, Mini Bagels, Fruit and juice choices		* indicates Whole Grain food. A minimum of 80% of the Grain items offered on a weekly basis must be Whole Grain Rich. All menu items must comply with Sodium Targets established by federal regulations, including any amendments to those targets. All breakfasts include a choice of non-fat or 1% (flavored or unflavored) milk and an unrestricted self-service fruit bar that meets Meal Pattern and Nutrition Standards and Requirements of the USDA's National School Breakfast Program.		

LUNCH: 21-DAY EXAMPLE ONLY MENU CYCLE
Each Day lists all Entrée Choices offered to students.

Monday	Tuesday	Wednesday	Thursday	Friday
Day 1 Pork BBQ rib sandwich, Ham & cheese sub, Crispy chicken shaker w/ flatbread, French toast and eggs	Day 2 Beef chili, Hot dog, Combo sub, Chicken BLT shaker	Day 3 Beef Tater hotdish, Popcorn chicken with garlic breadstick, Ham & Cheese sub, Southwest chicken shaker with chips	Day 4 Bosco Sticks with marinara, Scalloped potato with ham, Vegetarian charcuterie shaker with flatbread, Egg salad sandwich, Veggie beans baked BBQ	Day 5 Beef pizza pasta with garlic bread, Chicken nuggets, Ham & cheese sub, Crispy chicken shaker with flatbread
Day 6 Chicken pot pie, Corn dog, Crispy chicken sandwich, Fajita chicken shaker with chips, Cold grilled chicken Caesar wrap	Day 7 Beef soft shell tacos, Spicy chicken sandwich, Combo sub, Chicken BLT Shaker	Day 8 Chicken ranch pasta with breadstick, Breaded beef patty sandwich, Cold fajita chicken wrap, egg salad sandwich	Day 9 Beef Taco in a bag, Spicy chicken sandwich, Fajita chicken shaker with chips, Italian sub.	Day 10 Beef goulash with garlic breadstick, Twisted hot dog, Combo sub., Southwest chicken shaker with chips
Day 11 Hot peperoni sub., Cheeseburger, Ham & cheese sub., Crispy chicken shaker with chips,	Day 12 Domino's pizza, Chicken supreme burrito, Ham & cheese sub., Grilled chicken shaker,	Day 13 Bacon, egg & cheese sandwich, Chicken teriyaki sandwich, Ham & cheese sub., Crispy chicken shaker with flatbread	Day 14 Macaroni & cheese with breadstick, Hot dog, Fajita chicken shaker with chips, Italian sub.	Day 15 Beef tocos with dinner roll, BBQ pork rib sandwich, Cold vegetarian wrap, Combo sub.
Day 16 Loaded Hash brown potatoes, Crispy chicken shaker, Ham & cheese sub., Southwest chicken shaker with chips	Day 17 Pull-apart Queso southwest with salsa, Hot ham & cheese melt, Ham & cheese sub., Southwest chicken shaker with chips	Day 18 Chicken alfredo, Corn dogs, Ham & cheese sub., Crispy chicken shaker with flatbread	Day 19 Chicken & noodles with dinner roll, Country fried steak with dinner roll, Cold crispy chicken wrap, Italian sub.	Day 20 Beef taco in a bag, Spicy chicken sandwich, Combo sub., Charcuterie, Ham & turkey shaker with flatbread, Pizza snackable
Day 21 Beef spaghetti with breadstick, chicken nuggets with garlic breadstick Southwest chicken shaker with chips, Cold turkey wrap.		*indicates Whole Grain food. A minimum of 80% of Grain items offered on a weekly basis must be Whole Grain Rich. All menu items must comply with Sodium Targets established by federal regulations, including any amendments to those targets. All lunches include a choice of non-fat or 1% (flavored or unflavored) milk and an unrestricted self-service fruit and vegetable bar that meets Meal Pattern and Nutrition Standards and Requirements of the USDA'sNational School Lunch Program. **K-5 has two hot entrée, 6-8 has two hot & 3 cold, 9-12 has 4 hot and 3 cold.**		

Minimum Food Specifications

All food components provided by FSMC for program meals or snacks must meet all USDA requirements as well as the following Minimum Food Specifications. In the event these Minimum Food Specifications conflict with federal regulations, the federal regulations will control.

Meat/Seafood – All meats, meat products, poultry products, and fish must be government inspected.

- Beef, lamb and veal shall be USDA inspected and of Grade Choice or better.
- Pork shall be U.S. No. 1 or U.S. No. 2.
- Poultry shall be U.S. Government Grade A.
- Seafood to be top grade, frozen fish—must be a nationally distributed brand, packed under continuous inspection of the USDA.
- Ground beef must be no more than 20% fat.

Dairy Products – All dairy products must be government inspected.

- Fresh eggs, USDA Grade A or equivalent, 100% candled.
- Frozen eggs, USDA inspected.
- No storage eggs will be used.
- Milk, pasteurized Grade A.
- Milk substitutes, if utilized by SFA, must be consistent with standards identified in 7 C.F.R. § 210.10.
- Skim (nonfat) and 1% or ½% (lowfat) unflavored or flavored milk, as approved by SFA.
    - Fluid milk shall be pasteurized, contain vitamins A & D at levels specified by the FDA, and must be consistent with State and local standards.
    - Buttermilk—8 ¼ % milk solids.
    - Yogurt, Cheese, Ice Cream, and like products must be USDA Quality Approved.
- Allowable milk served as part of the meal shall follow the most current USDA regulations/policy as applicable for the Program for which the meals are prepared.

Fruits and Vegetables

- Fresh fruits and vegetables selected according to written specifications for freshness, quality and color—U.S. Grade A Fancy.
- Fruits and vegetables will be wholesome and unspoiled.
- U.S. Grade A or Grade B, as appropriate for the product and for its appearance and use. Items such as peaches, pears, and mixed fruit (fruit cocktail) are only available as grade B.
- Canned fruits and vegetables selected to requirements—U.S. Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices).
- Canned or frozen vegetables must be no more than six months old.
- Frozen fruits and vegetables shall be U.S. Grade A Choice or better.

Baked Products/Grains

- Bread, rolls, pies, cakes and puddings either prepared or baked on the premises or purchased on a quality level commensurate with meeting the most current USDA breakfast and lunch requirements, as applicable to the Program for which the meals are prepared.
- Cereals must be whole-grain rich, enriched, fortified.

- Products shall meet USDA standards for whole grains according to the most current regulations or policy at a minimum, as applicable to the Program for which the meals are prepared.

Staple Groceries

- Staple groceries to be a quality level commensurate with previously listed standards—U.S. No. 1 or Grade A.
- Only 100% pasteurized full-strength juice may be served.

Alternate Protein Products

- Alternate protein products used must meet the requirements in Appendix A of 7 C.F.R. Part 210.

Farm to School

☐ Applicable— SFA will request that FSMC procure local foods.

☒Not Applicable—SFA will not request that FSMC procure local foods.

☐ Considering Adding.

The Farm to School program allows SFA incorporate local foods in the meals it serves to school children. Fruits, vegetables, milk, cheese, eggs, whole grain breads, pastas, beans, meats, and poultry are just some examples of the foods and food products that can be procured from local producers and used in school meals. The table below provides information about SFA's Farm to School program. A responsive FSMC will indicate its willingness and ability to procure local foods and food products as requested. FSMC's procurement of local foods must follow all state and local procurement laws and regulations. More information is available in the "Procuring Local Foods for Child Nutrition Programs" guide published by the USDA FNS and available at https://www.fns.usda.gov/f2s/procuring-local-foods.

Food or Food Product **(e.g., "Beef")**	**Local Area of Procurement** **(e.g., "Within 100 miles of SFA Sites" or "Within the state of South Dakota")**	**Will this food be procured on a seasonal basis?** **Y/N** **If yes, indicate when food is in season (e.g., "Fall" or "Spring")**	**Who will be responsible for creating menus incorporating local foods?** **SFA/FSMC**	**Who will be responsible for providing agriculture and nutrition education lessons related to Farm to School?** **SFA/FSMC**
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

USDA Foods Inventory and Forecast

[S

Month: Date: DEL Commodities $ 42,007.51

Spearfish *Commodity Inventory* SD DEC 22 Ffavors $ 94.20

	TYPE	ORDER CATEGORY	DESCRIPTION	PACK	COUNT B	UNIT COST	INV TYPE	LAST PRICE		
100206	DRY	FRUIT	APPLE SLICES	6 #10 CAN	CAN	4.84	53000			
100208	DRY	FRUIT	APPLESAUCE CANNED	6 #10 CAN	CAN	3.07	53000	3.07	-	$ -
110361	DRY	FRUIT	APPLESAUCE CUPS USWT	96 4.5	CS	41.49	53000	41.49	44.00	$ 1,825.56
110541	DRY	FRUIT	APPLESAUCE UNSWEETENED CANNED	6 #10	CAN	3.95	53000	3.95	143.50	$ 566.11
100216	DRY	FRUIT	APRICOTS DICED EXLT	6 10#	CAN	5.48	53000	5.48	-	$ -
100231	DRY	FRUIT	APRICOTS, HALVED	6 #10 CAN	CAN	8.60	53000	8.60	-	$ -
100212	DRY	FRUIT	MIXED FRUIT EX LITE SUCROSE	6 #10	CAN	6.18	53000	6.18	196.00	$ 1,211.28
100220	DRY	FRUIT	PEACHES CLING DICED EX LT	6 #10 CAN	CAN	5.99	53000	5.99	247.00	$ 1,479.94
100219	DRY	FRUIT	PEACHES CLING SLICES EX LT CAN 6#10	6 #10	CAN	6.29	53000	6.29	255.00	$ 1,602.68
110236	DRY	FRUIT	PEACHES CLINGSTONE SLICED	6 #10 CAN	CAN	4.64	53000	4.64	-	$ -
100225	DRY	FRUIT	PEARS DICED EX LT	6 #10 CAN	CAN	6.40	53000	6.40	305.00	$ 1,952.00
110239	DRY	FRUIT	PEARS SLICED CAN	6 10#	CAN	7.40	53000	7.40	65.00	$ 481.00
100224	DRY	FRUIT	PEARS SLICED Ex Lt Can	6 #10 CAN	CAN	7.33	53000	7.33	276.00	$ 2,022.16
100336	DRY	SAUCE/#10 CAN	SPAGHETTI SAUCE, LOW SODIUM CANNED	6 #10 CAN	CAN	4.49	53000	4.49	-	$ -
100334	DRY	SAUCE/#10 CAN	TOMATO SAUCE LOW SODIUM	6 #10 CAN	CAN	3.43	53000	3.43	119.00	$ 407.77
100307	DRY	VEGETABLES	BEANS GREEN LOW SODIUM CAN	6 / #10	CAN	3.81	53000	3.81	420.00	$ 1,599.50
100313	DRY	VEGETABLES	CORN WHOLE KERNEL- CANNED	6 #10 CAN	CAN	4.03	53000	4.03	-	$ -
100327	DRY	VEGETABLES	TOMATO PASTE LOW-SODIUM CAN	6 #10 CAN	CAN	3.56	53000	3.56	-	$ -
100330	DRY	VEGETABLES	TOMATO SALSA LOW SODIUM CAN	6 #10 CAN	CAN	5.35	53000	5.35	206.00	$ 1,101.07
100329	DRY	VEGETABLES	TOMATOES DICED NO SALT ADDED CANNED	6 #10 CAN	CAN	2.54	53000	2.54	-	$ -
100359	DRY	VEGETABLES/#1	BEANS BLACK TURTLE	6 #10 CAN	CAN	2.76	53000	2.76	14.00	$ 38.62
100277	DRY	BEVERAGE	ORANGE JUICE SINGLE	70 4 OZ	CS	9.74	53000	9.74	-	$ -
110261	FROZEN	BEEF/GROUND	BEEF GROUND LFT	40 LB	CS	107.58	53000	107.58	-	$ -
100012	FROZEN	CHEESE & DAIRY	CHEESE CHEDDAR RED FAT SHREADED	6 5 LB BAG	CS	83.69	53000	83.69	-	$ -
100008	FROZEN	CHEESE & DAIRY	CHEESE CHED-RED FAT	4 10 LB	CS	93.46	53000	93.46	-	$ -
100034	FROZEN	CHEESE & DAIRY	CHEESE MOZZ LT SHRED FRZ	30 LB	CS	84.72	53000	84.72	1.00	$ 84.72
110396	FROZEN	CHEESE & DAIRY	CHEESE MOZZ STRING	360 1OZ	CS	53.48	53000	53.48	29.00	$ 1,550.92
100036	FROZEN	CHEESE & DAIRY	CHEESE-AMERICAN SKIM, SLICED	6 5#	CS	64.62	53000	64.62	92.50	$ 5,977.35
110931	FROZEN	CHEESE & DAIRY	EGG, PATTY, COOKED, ROUND, FROZEN	25#	CS	85.49	53000	85.49	29.00	$ 2,479.21
100101	FROZEN	CHICKEN	CHICKEN DICED FROZEN	4 10 LB	CS	149.35	53000	149.35	63.75	$ 9,521.06
100117	FROZEN	CHICKEN	CHICKEN FAJITA STRIPS	30 lb	CS	107.54	53000	107.54	-	$ -
111230	FROZEN	CHICKEN	MIXED VEGETABLES, FROZEN NO SALT	6 5lb	cs	19.47	53000	19.47	13.00	$ 253.11
100242	FROZEN	FRUIT	NSLP - BLUEBERRY WILD FRZ CTN 8/3LB	8/3LB	CS	49.52	53000	49.52	19.00	$ 940.88
100241	FROZEN	FRUIT	PEACHES CUP FRZ	96 4.4OZ	CS	38.74	53000	38.74	50.00	$ 1,937.00
100256	FROZEN	FRUIT	STRAWBERRIES SLICED FROZEN CUP	96 4.5 oz	CS	53.02	53000	53.02	52.00	$ 2,757.04
100188	FROZEN	PORK	PORK, HAM FC DICED	8/5LB	CS	98.00	53000	98.00	10.00	$ 980.00
100350	FROZEN	VEGETABLE	PEAS GREEN FRZ	30 LB	CS	18.34	53000	18.34	-	$ -
100351	FROZEN	VEGETABLES	BEANS GREEN FROZEN	30 LB	CS	15.37	53000	15.37	-	$ -
100348	FROZEN	VEGETABLES	CORN FRZ	30 LB	CS	16.50	53000	16.50	2.50	$ 41.25
110473	FROZEN	VEGETABLES/FR	BROCCOLI FRZ 30LB	30LB	CS	42.76	53000	42.76	28.00	$ 1,197.28
18b23	PRODUCE	PRODUCE	APPLES HONEY CRISP	125CT	CS	41.90	50100	41.90	-	$ -
15po9	PRODUCE	PRODUCE	APPLES FR FUJI 125 CT 40 LB CS	40 LB	CS	30.63	50100	30.63	-	$ -
14p22	PRODUCE	PRODUCE	APPLES FR G/S USF/XF 100-113 CT 40 LB CS	40 LB	CS	29.63	50100	29.63	-	$ -
16z69	PRODUCE	PRODUCE	APPLES FR GALA 125 CT 40 LB CASE	40 LB	CS	47.10	50100	47.10	2.00	$ 94.20
16w37	PRODUCE	PRODUCE	BROCCOLI FLORETS CHL 4/3 LB BG	12 LB	CS	27.90	50100	27.90	-	$ -
16w24	PRODUCE	PRODUCE	CARROTS CHL BABY WHL 4/5 LB PG	20 LB	CS	27.00	50100	27.00	-	$ -
16w41	PRODUCE	PRODUCE	CAULIFLOWER FR 9-12 CT 20 LB CS	20 LB	CS	25.35	50100	25.35	-	$ -
15Q62	PRODUCE	PRODUCE	CELERY FR 6 CT 12 LB CS	12 LB	CS	17.65	50100	17.65	-	$ -
15p77	PRODUCE	PRODUCE	GRAPEFRUIT FR FANCY 35 LB CS	35 LB	CS	41.20	50100	41.20	-	$ -
18C18	PRODUCE	PRODUCE	GRAPES RED SDLS 19 LB CS	19 LB	CS	27.73	50100	27.73	-	$ -
16p35	PRODUCE	PRODUCE	MUSHROOMS FR US#1, 10 LB CS	10 LB	CS	26.77	50100	26.77	-	$ -
14a02	PRODUCE	PRODUCE	ORANGES FR 113 CT 35 LB CS	35 LB	CS	47.80	50100	47.80	-	$ -
15p43	PRODUCE	PRODUCE	PEARS FR ANY 100-150 CT 35 LB CS	35 LB	CS	44.80	50100	44.80	-	$ -
16z65	PRODUCE	PRODUCE	RADISHES RED FR 5 LB CASE	5 LB	CS	12.17	50100	12.17	-	$ -
16b71	PRODUCE	PRODUCE	SALAD MX CHL LET/CAR/CAB 4/5 LB BG	4 CO	CS	23.38	50100	23.38	-	$ -
17t98	PRODUCE	PRODUCE	SPINACH CHL 2.5 LB BG	3 LB	CS	10.54	50100	10.54	-	$ -

USDA Food Type and ID	Units on Hand	Value of Units on Hand	Forecast of USDA Foods Receivable

FSMC Staffing Plan

The Staffing Plan includes information about food service staff. Fill out the Staffing Plan to indicate the number of food service employees that will be operating at SFA sites.

Site or School	Number of Employees	Daily Hours
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Equipment Plan

This Equipment Plan identifies what food service equipment SFA will provide for use by FSMC.

Item Name/Description	SFA Provided	N/A
Ovens/Range	_____X___	_____
Dishwashing Equipment	_____X____	_____
Food Processing Equipment	_____X__	_____
Refrigerators	_____X___	_____
Silverware/Glassware	_____X____	_____
Serving Trays	_____X____	_____
Safety Equipment	____X_____	_____
Utility Carts	____X____	_____
Food Storage Containers/Bins	_____X____	_____
Tables/Chairs	_____X____	_____
Cooking Utensils	_____X____	_____
Sanitation Supplies	_____X____	_____
Other	_____	_____
Other	_____	_____
Other	_____	_____
Other	_____	_____
Other	_____	_____
Other	_____	_____

Delivery Schedule

This Delivery Schedule provides a detailed timeline for delivery of meals from FSMC to the corresponding SFA sites. In order to be considered a responsive bid, FSMC must be able to conform meal deliveries to this Delivery Schedule.

Meal prep for breakfast originates at Creekside Elementary, 2325 North Main St., is picked up at 6:30 a.m. and delivered to 400 East Huson, St. in a school provided van. Estimated distance of delivery is 1.5 miles and seven minutes in light traffic. Meal prep for lunch is the high school at 1725 North Main St., is picked up by 10:15 a.m. with the same delivery site of 400 East Hudson St. in Spearfish. Estimated distance is 1.2 miles and six minutes in light traffic.

Meal Type	Delivery Frequency (Daily/Weekly/Other)	Location of Delivery	Responsible Party (SFA or FSMC)
Breakfast	Daily	400 East Hudson St. Spearfish, SD	FSMC
Lunch	Daily	400 East Hudson St. Spearfish, SD	FSMC
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Cost Responsibility Detail

The Cost Responsibility Detail indicates costs that will be the responsibility of SFA and those that will be the responsibility of FSMC. SFA will indicate with an "x" whether the cost will be paid by SFA or the FSMC, or whether the cost does not apply. All costs that are marked as the responsibility of FSMC must be included as part of the Price Proposal and cannot otherwise be charged to SFA directly.

Food

Area of Responsibility	FSMC	SFA	N/A
USDA Handling and Processing Charges	☒	☐	☐
Processing and Payment of Invoices	☒	☐	☐

Miscellaneous/Additional Items

Area of Responsibility	FSMC	SFA	N/A
Cleaning/Janitorial Supplies	☐	☒	☐
Paper/Disposable Supplies	☐	☒	☐
Silverware/Glassware—Initial Inventory	☐	☒	☐
Silverware/Glassware—Replacement During Operation	☐	☒	☐

Trash Removal

Area of Responsibility	FSMC	SFA	N/A
From Kitchen	☒	☐	☐
From Dining Area	☒	☐	☐
From Premises	☐	☒	☐

Cleaning/Maintenance Responsibilities

Area of Responsibility	FSMC	SFA	N/A
Food Preparation Area	☒	☐	☐
Serving Area	☒	☐	☐
Kitchen Floors/Walls	☒	☐	☐
Dining Room Floors/Walls	☐	☒	☐
Hoods, Duct Work	☐	☒	☐
Tables and Chairs	☒	☐	☐
Light Fixtures	☐	☒	☐
Windows	☐	☒	☐
Grease Traps	☒	☐	☐
Restrooms for food service employees	☐	☒	☐

Other

Area of Responsibility	FSMC	SFA	N/A
Meal Count Computer System, or other approved meal count method	☐	☒	☐
Accurate Point Of Service (staff) reimbursable meal or snack counts	☒	☐	☐
Uniforms, Linens, Laundry	☒	☐	☐
Printing	☒	☐	☐
Promotional Materials	☒	☐	☐
_____	☐	☐	☐
_____	☐	☐	☐
_____	☐	☐	☐
_____	☐	☐	☐
_____	☐	☐	☐
_____	☐	☐	☐
_____	☐	☐	☐
_____	☐	☐	☐
_____	☐	☐	☐
_____	☐	☐	☐
_____	☐	☐	☐

Invoice Structure

All invoices submitted by FSMC must be formatted according to the following invoice structure:

BILLSpearfish School District
TO:525 E. Illinois
Spearfish, SD 57783

PAYMENT TERMS	DUE DATE
Due on receipt	06/30/2022

SALES QUANTITY	DESCRIPTION	MEAL EQUIVALENT	UTE	AMOUNT
	Student Breakfast		$1 .9026	$0.00
28	Adult Breakfast	14.2503	$3.6897	$52.58
	Student Lunch		$3.6184	$0.00
	Adult Lunch	384.3417	$3.6897	$1,418.11
96	District Employee No Charge Adult Lunch	99.4523	$3.6897	$366.95
44	District Employee No Charge Adult Breakfast	22.3933	9.6897	$82.62
225.60	A La Carte - Breakfast Extras	58.2825	$3.6897	$215.04
2216.30	La Carte Snack Food	572.569	$3.6897	$2,112.61
1417.50	A La Carte-Snack Beverage	366.2034	$3.6897	$1,351 .18
2022.80	A La Carte Lunch Extras	522.5793	$3.6897	$1 ,928.16
303	Extra Milk Sales	39.1392	$3.6897	$144.41
121	Early Intervention Snack Milk		$0.3080	$37.27
7976	SF/SSO Student Breakfast	7976	$1 .9026	$15,175.14
23180	SF/SSO Student Lunches	23180	$3.6184	$83,874.51
	Commodity Credit		91.0000	
		SUBTOTAL		$105,981.47

Sales Tax	$0.00
TOTAL	$105,981 .47

Invoice Date: 05/31/2022 Terms: Net 30 Due Date: 06/30/2022

Price Proposal
Fixed Meal Prices – Food Service Management Contract

The Undersigned FSMC proposes to manage the school food service for Spearfish School Food Authority during school year 2023-24 at the fixed per-meal rates shown below, subject to the terms of SFA's Request for Proposal including SFA's estimated total numbers of meals shown below. If the contract is awarded, FSMC will bill SFA for meals and meal equivalents at the fixed rates shown below, without any additional charges.

The meal prices in this proposal do not take into account the value of USDA Foods that FSMC may receive for use during the year. If the contract is awarded, FSMC will fully credit SFA for the value of USDA Foods received for use.

FSMC acknowledges that the contract will be awarded based on the lowest proposed Total Cost to SFA, shown below, combined with SFA's evaluation of non-price criteria specified in this RFP.

Program	FSMC's Proposed Fixed Price per Meal/Snack or Equivalent	X	SFA's Estimated Annual Meals or Meal Equivalents—all sites	=	FSMC's Proposed Cost to SFA—all sites
Breakfast (SBP)	$ _____	X	70,000	=	$ _____
Lunch (NSLP)	$ _____	X	205,000	=	$ _____
A la Carte (meal equivalents)	$ _____	X	13,000	=	$ _____
Special Milk (SMP)	$ _____	X	0	=	$ _____
Afterschool Snacks (NSLP)	$ _____	X	0	=	$ _____
Fresh Fruit & Veg Program (FFVP)	$ _____	X	0	=	$ _____
Seamless Summer Option (SSO) Breakfast, Lunch, Supper, Snack (AM, PM)	$ _____	X	0	=	$ _____
At-Risk After-school Meals (CACFP)	$ _____	X	0	=	$ _____
CACFP Breakfast, Lunch, Supper, Snack (AM, PM)	$ _____	X	0	=	_____
Summer (SFSP) Breakfast , Lunch, Supper, Snack (AM, PM)	$ _____	X	0	=	$ _____

FSMC's proposed Total Cost to SFA: $_____

FSMC Name:_____

Address: _____

Name and Title of Authorized Representative: _____

Signature: _____Date: _____

Certificates of Insurance

If awarded the Fixed-Price Contract, FSMC must provide evidence of insurance coverage as set forth below prior to the Effective Date identified in the Fixed-Price Contract. FSMC must provide a Certificate of Insurance for each policy and, upon request, a certified copy of the required insurance policies. The Certificate must provide for thirty (30) days advance notice of cancellation or non-renewal during any term or renewal term of the Fixed-Price Contract. SFA must be named as an additional insured on required policy.

Required Coverage: FSMC will keep in force and effect the insurance coverages set forth below. The required insurance must be provided by insurance companies authorized to do business in the State of South Dakota.

a. Commercial General Liability—includes coverage for:

   i. Premises - Operations;

   ii. Products - Completed Operations;

   iii. Contractual Insurance;

   iv. Broad Form Property Damage;

   v. Independent Contractors;

   vi. Personal Injury.

$1,000,000 Limit for Each Occurrence (cannot be less than $1,000,000). If such insurance contains a general aggregate limit, it shall apply separately to the services rendered under the Fixed-Price Contract or be no less than two times the occurrence limit.

b. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

1,000,000 Limit (cannot be less than $1,000,000).

c. Business Automobile Liability—includes coverage for: Owned, hired, and non-owned vehicles.

1,000,000 Limit for Each Accident (cannot be less than $1,000,000).

d. Workers' Compensation—Statutory: FSMC must maintain Workers' Compensation Insurance coverage as required by state law, and Employers' Liability in the amount of $1,000,000 for each accident covering all employees employed in connection with child nutrition program operations.

e. Excess Umbrella Liability Insurance: $5,000,000 Limit (must be "follow form" or include as broad of coverage as the Commercial General Liability Policy).

Summer Food Service Program - Bonding Requirements

FSMCs submitting proposals for services involving the USDA Summer Food Service Program must acquire proposal and performance bonds as specified by federal law. In order to be considered a responsive proposal, FSMC must provide proof of bonding as set forth below. In the event FSMC and SFA do not reach a final agreement, SFA will release the bond in the time period provided by SDCL § 5-18A-35.

☒ Not Applicable, SFA does not operate the SFSP.

a. If the estimated Summer Food Service Program ("SFSP") reimbursement based on this Request for Proposal exceeds $250,000, FSMC shall obtain and submit a proposal bond in the amount of % of the value of the contract for which the proposal is made along with its Proposal.

b. If the estimated SFSP reimbursement of the awarded contract exceeds $250,000, FSMC shall obtain a performance bond from a surety company in the amount of 0% Click or tap here to enter text. of the value of the contract for which the proposal is made.

Any FSMC that enters into more than one contract with any one sponsor shall obtain a performance bond covering all contracts if the aggregate amount of the contracts exceeds $250,000. FSMCs are prohibited from posting any alternative forms of performance bonds. Cash, certified checks, letters of credit, and escrow accounts are not acceptable substitutes for performance bonds.

Independent Price Determination Certificate

Both SFA and FSMC shall execute this Independent Price Determination Certificate.

_____
Name of FSMC

Spearfish School District
Name of SFA

By submission of this 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 FSMC or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to FSMC and will not knowingly be disclosed by FSMC 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 FSMC for the purpose of restricting competition.
3. No attempt has been made or will be made by FSMC to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

Each person signing this offer on behalf of FSMC certifies that:

1. He or she is the person in FSMC's 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 1 through 3 above; **or**
2. He or she is not the person in FSMC's organization responsible within the organization 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 1 through 3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to 1 through 3 above.

To the best of my knowledge, this FSMC, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted of 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 that may have jeopardized the independence of the offer referred above.

_____	_____	_____
Signature of School Food Authority's Authorized Representative	Title	Date

Note: SFA's acceptance of an offer does not constitute award of the contract.

Instructions for Certification Regarding Debarment Form

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the signature page 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 Excluded Parties List System ("EPLS") on the U.S. System for Award Management website.
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 as appropriate, including suspension and/or debarment.

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

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101 note (Section 2455, Pub.L. 103–355, 108 Stat. 3327); Debarment and Suspension, 2 C.F.R. Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions on previous page before completing Certification.)

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.

Company Name: _____

Project: National School Lunch Program

Name of Company's Authorized Representative: _____

Title of Company's Authorized Representative: _____

Signature: _____Date: _____

Certification Regarding Lobbying

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 any 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 contract, grant, loan 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Company Name: _____

Project: National School Lunch Program

Name of Company's Authorized Representative: _____

Title of Company's Authorized Representative: _____

Signature: _____ Date: _____

Authorization Agreement

Request for Proposal for Food Service Management Company
RFP Number: #1

_____ (Name of FSMC) certifies the following:

1. FSMC will operate in accordance with all applicable state and federal laws, regulations, and statutes.
2. That the terms, conditions, warranties, and representations made within this RFP and FSMC's proposal are binding upon FSMC and are a part of the Fixed-Price Contract (Food Services Management Agreement) as if incorporated therein.
3. That the proposal submitted is a firm and irrevocable offer good for ninety (90) days from the date of submission.
4. FSMC has carefully examined all terms and conditions set forth in the Fixed-Price Contract (Food Services Management Agreement).
5. FSMC agrees it has had the opportunity to consult its own legal counsel with respect to this proposal, and neither is relying on the representations of (i) SFA; (ii) State Agency; or (iii) the USDA or United States Department of Education.
6. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve FSMC from fulfillment of any and all obligations and requirements in the resulting contract.

FSMC Name: _____

Address: _____

City: _____ State: ____ Zip: _____

E–mail Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date Signed: _____