

REQUEST FOR PROPOSAL FOOD SERVICE MANAGEMENT COMPANY



GENEVA COMMUNITY UNIT SCHOOL DISTRICT 304
227 N FOURTH STREET
GENEVA, IL 60134

MANDATORY PRE-PROPOSAL CONFERENCE
FRIDAY, MAY 26, 2023
10:00 A.M.

PROPOSAL OPENING
TUESDAY, JUNE 6, 2023
3:00 P.M.

REQUEST FOR PROPOSALS FOR FOOD OPERATIONS AND MANAGEMENT SERVICES

Geneva CUSD 304 (also referred to herein as the “District”) is accepting proposals for FOOD SERVICE MANAGEMENT for the School District until Tuesday, June 6, 2023, at 3:00 p.m. Central Daylight Savings Time. At that time proposals will be opened in the District office.

Proposals prepared in response to this Request for Proposals (RFP) should be sent to:

Geneva CUSD 304
Attn: Todd Latham
227 N Fourth Street
Geneva, IL 60134

Any proposals submitted after that time will be disqualified and returned. Please indicate on envelope: FOOD SERVICE MANAGEMENT PROPOSAL. Please submit any questions, in writing, by 3:00 p.m. on Wednesday, May 24, 2023. Questions may be directed to:

Kate Tracy
ktracy@geneva304.org

Enclosed are our requirements and specifications, along with our proposed evaluation process. A *mandatory* pre-proposal conference will be held on Friday, May 26, 2023, at 10:00 a.m. starting at Coultrap Educational Services Center, 227 N Fourth St, Geneva, IL 60134.

Geneva CUSD 304 reserves the right to waive any and all guidelines herein and to reject any and all proposals if considered to be in the best interest of the School District. Award of the resulting contract, if any, will be made solely by the District to the lowest responsible bidder it deems best suits the needs and interests of Geneva CUSD 304.

SECTION I: INSTRUCTIONS

The purpose of this proposal is to select a Food Service Management Company (FSMC) to operate Geneva CUSD 304’s food service program providing the District with an annual financial return.

The organization or individual responding to this request will be referred to as the Food Service Management Company (FSMC), and the resulting contract will be between the FSMC and Geneva CUSD 304, referred to therein as District.

ADMINISTRATIVE GUIDANCE

The information provided herein is intended to assist FSMCs in the preparation of a proposal to properly respond to this RFP and be eligible for consideration for a contract award. The specifications are designed to provide interested FSMCs with sufficient basic information to submit proposals meeting minimum requirements but are

not intended to limit a proposal's content or exclude any relevant or essential data. FSMCs are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

PRE-PROPOSAL CONFERENCE

A mandatory conference will be held to answer questions on **Friday, May 26, 2023, at 10:00 a.m. at Coultrap Educational Services Center (District Office)**. Vendors/FSMC who do not attend the conference will not be eligible to submit a proposal. Questions relating to this RFP must be submitted in writing prior to the conference by 3:00 p.m. on May 24, 2023. Responses will be issued in writing in the form of addenda and shall become part of the contract. Verbal questions and responses will not be provided at any time during this process. Following this session, a mandatory tour of selected sites will be conducted. Prior to or after the pre-proposal conference, no oral interpretation will be made to any company as to the meaning of the specifications. All bidders will receive an answer seventy-two (72) hours after the pre-proposal conference in the form of an addendum and will be communicated through email to each FSMC or will be available at the District Office. All such addenda shall become part of the contract and all FSMCs submitting a proposal shall be bound by such addenda, whether or not received by the company.

RESPONSE DATE

Proposals must be received at the District Office: Geneva CUSD 304, 227 N Fourth St. Geneva, IL 60134, prior to **Tuesday, June 6, 2023, at 3:00 p.m.** Any proposal en route, either in the mail or other locations in the School District will not be considered timely and will be returned unopened. Proposals received after the deadline will be late and ineligible for consideration. No proposals received after the date and time specified will be considered. The FSMC assumes the risk of delay in the handling or delivery of mail. Proposals submitted after the date and time specified will not be considered and will be returned, unopened to the appropriate FSMC. Postmarks or dating of documents will be given no consideration in the case of late proposals. It is the responsibility of the FSMC to ensure the District's receipt of the proposals in a timely manner. If a proposal is submitted but not actually received at the address set forth above by the date and time specified, the proposal may not be considered by the District regardless of postal markings or other documentation indicating that such proposal was timely submitted.

TERM OF CONTRACT

Each FSMC shall submit a proposal on a contract for the 2023-2024 through 2027-2028 school years. The contract may be renewed annually at the sole discretion of the District thereafter unless terminated within sixty (60) days prior written notice from the District. The contract cannot be assigned by either party without the written consent of the other.

CONSIDERATION OF PROPOSALS

Geneva CUSD 304 may award a contract based upon the initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service standpoint. The District reserves the right to reject any or all proposals received and to waive any irregularities in proposals and to make all decisions in the best interest of the District. No employee of the District is to be extended any form of gratuity in connection with this proposal. All proposals will be bound by any and all math calculations, misquotes or mistakes of any kind once the proposals have been opened. Once a proposal has been accepted, it

may not be modified. All proposals shall be binding for a period of ninety (90) days from Tuesday, June 6, 2023, and may not be withdrawn without the consent of the District's Board of Education. Representatives from the District reserve the right to inspect the company's facilities and other food service operations under its management prior to any award of this contract at the expense of the interested company.

The District reserves the right to visit a school facility operated by your company.

BASIC FSMC REQUIREMENTS

The intent of this RFP is to secure the services of an FSMC to provide management and consulting services for food services for The District and to cooperatively plan and implement the food services operation. The following conditions must be met at a minimum and addressed in the proposal:

- 1) The firm must be of sufficient size and expertise to furnish the resources needed to aid the District in managing and upgrading a large unit school food services operation. The qualification data shall be submitted by each contractor along with the sealed proposals.
 - a) Company must be licensed to do business in the State of Illinois.
 - b) The interested company must have been doing business for five (5) consecutive years or more with public school districts.
 - c) Any interested company must be presently operating a minimum of five (5) successful a la carte school lunch programs.
 - d) Annual reports of financial statements certified by a licensed public accountant for the past three (3) consecutive years must be included with the proposals. If an FSMC wishes to have such statements or any other information provided in its proposal treated confidentiality, the FSMC must comply with the requirements of the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq., with respect to such information. The District will not honor blanket requests for confidentiality.
 - e) Health Department violations in the last five (5) years.
- 2) The FSMC must have extensive involvement and experience in the school food services field in areas including designing facilities, selecting, and procuring food service equipment, nutrition, food allergen management, menu planning, on-site production, quality control, employee supervision, staff management training, employee motivation, marketing, and public relations. The development of model programs in these areas will be advantageous.
- 3) The FSMC must provide a dedicated Food Service Manager for each school to provide consulting and direction for the food services program and to implement cooperatively agreed upon upgrades.
- 4) The District reserves the right to reject any or all proposals, in whole or in part, if there is a sound, documented reason to do so. The District's Board of Education shall award the contract to the lowest responsible FSMC, considering conformity with the specifications of this RFP and terms of delivery, quality, serviceability, or other criteria established by the District in connection with this RFP. The District reserves the right to give preference to FSMCs that:
 - a) offer food that promotes the health and well-being of students, in compliance with United States Department of Agriculture nutrition standards for school meals, or promote the production of scratch made, minimally processed foods;

- b) source local food products;
 - c) utilize producers that adopt hormone and pest management practices recommended by the United States Department of Agriculture;
 - d) value animal welfare; or
 - e) are businesses owned and operated by minorities, women, or persons with disabilities.
- 5) The District's goal is for the food service operation to be a self-sufficient operation. Funds to pay for consulting and management services and upgrade costs should come from economies and increased meal participation.
- 6) All proposals must include all required documentation contained in this RFP. No exceptions or substitutions will be permitted. Proposals that are nonresponsive may be rejected by the District.
- 7) Submission of a proposal will be construed as an indication that the FSMC is fully informed of and can offer the services in accordance with the criteria, specifications, and conditions described in this RFP.
- 8) All proposals shall be valid and binding for ninety days (90) after submission and may not be withdrawn during that period.
- 9) The subject matter of this RFP is subject to legislative changes either by the federal or state government. If any such changes occur prior to contract award, then all FSMCs will have the opportunity to modify their bids to reflect such changes. If any such changes occur after a contract award has been made, then the District (i) reserves the right to negotiate modifications to the Contract reflecting such legislative changes and (ii) shall have no obligation to provide unsuccessful FSMCs with the opportunity to modify their bids to reflect such legislative changes.
- 10) All completed proposals and supporting documentation submitted shall be the property of the District.

SECTION II: BACKGROUND INFORMATION AND SPECIFICATIONS

OBJECTIVES OF THE DISTRICT

The successful FSMC shall conduct the food service program in a manner which best fulfills the following program and upgrade objectives:

- 1) To promote nutritional awareness whenever the food service can interface with District programs.
- 2) To increase participation at all levels of our program by improving food quality at the service point, by knowledge of existing equipment and facilities, by seeking student and parent input, by successful menu variation and planning, by best practices marketing techniques and by a strong emphasis on public relations.
- 3) Provide an experienced full-time manager, staff, and structure at each school, in order to maintain a high level of service, quality and financial performance ensuring that the District's school food program is one of consistent top quality and of positive regard by students, staff and the public.

- 4) Establish a formal structure to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.
- 5) Establish a formal structure to routinely and continuously gather input from students, staff, and the public about food services.
- 6) Establish and conduct management and staff training programs which will ensure staff development, proper supervision, and consistent quality control both in production and service.
- 7) Provide a financial reporting system that meets the District's requirement.
- 8) Provide the necessary financial results to support the program.

SCOPE AND PURPOSE

1) THE DISTRICT

- a) The District shall retain control of the quality, extent and general nature of the food service program and prices to be charged.
- b) The cost of the program will be the responsibility of the FSMC with the exception of the costs specifically stated as the responsibility of the District.

2) THE FSMC

- a) The FSMC shall be an independent contractor and not an employee of the District nor are the employees of the FSMC employees of the District.
- b) The FSMC, as an independent contractor, shall have the exclusive right to operate the food service program.
- c) The food service provided shall be operated and maintained as a benefit to District students, faculty, and staff and not as a source of profit to the FSMC.
- d) The FSMC shall promote nutrition-health education as required by the *School Wellness Policies Act 105 ILCS 5/2-3.137*; as amended from time to time and shall abide by any other federal, state, or local laws and regulations in effect.
- e) The FSMC shall receive for its service, its profit after payment of expenses and the minimum annual financial return to the District.
- f) The FSMC will be responsible for collection and deposit sales and student payment through the online lunch system within the FSMC's own bank account.

SPECIFICATIONS

The terms and conditions set forth in the following specifications shall be incorporated in an FSMC Service Contract (the "Contract") to be awarded by the District's Board of Education to the FSMC selected by the District as a result of this RFP, such that the FSMC and District will thereby agree as follows. The District reserves the right to reject any and all other terms and conditions proposed by the selected FSMC in connection with their proposal.

1) FOOD SERVICE PROGRAM

- a) FSMC costs shall include all expenses associated with the operation of the food service program.
- b) The FSMC shall make recommendations regarding meal prices, quality and selection of product and other appropriate elements of the food service program.
- c) The District does not participate in the National School Lunch Program. The food service shall be self-supporting. The program shall meet all requirements of the students and staff in regard to variety, quality, and times of service.
- d) FSMC may be requested to participate in sustainability and composting programs.

2) PERFORMANCE

- a) Performance Bond: At the District's discretion and as a condition to entry into a contract, the successful vendor may be required to provide to the District a performance bond equaling 20% of the projected annual sales of the program. The cost of the performance bond shall be listed as a separate line item in the proposals. This performance bond will guarantee the vendor's faithful performance of all terms of the contract throughout the life of the contract.
- b) Proposal Bond: A proposal deposit in the form of a surety bond in the amount of 5% of projected annual sales issued by a bonding company authorized to do business in Illinois shall be made payable to The District must be included with the proposals. No other form of proposal deposit shall be considered. All proposals without a surety bond will be disqualified and will be considered as non-responsive. The bond will be returned to an unsuccessful FSMC upon award of the contract.

3) DISTRICT AND FSMC RESPONSIBILITIES

A summary of cost responsibilities is contained in Schedule A.

a) EQUIPMENT – DISTRICT

- i) The District shall be responsible for any losses that may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- ii) The District will provide a physical inventory of supplies and equipment available for use by the FSMC. Expendable small equipment and small wares replacements due to routine maintenance shall be an expense of the FSMC.
- iii) The District shall not be responsible for loss or damage to equipment owned by the FSMC and located on the District premises unless loss or damage is caused by employees of the District.
- iv) The District shall furnish and install any equipment or make any structural changes needed to comply with Federal, State, and local laws.

b) EQUIPMENT – FSMC

- i) All food preparation and serving equipment owned by the District shall remain on the premises of the District.
- ii) The FSMC shall notify the District of any equipment belonging to the contractor on District premises within ten (10) days of its placement on the District premises.
- iii) The FSMC shall recommend to the District the purchase of new, or replacement equipment as needed.
- iv) The FSMC shall account for all equipment and protect it from pilferage or destruction.

v) The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with standards acceptable to the District and comply with all applicable laws, ordinances, rules, and regulations of Federal, State, and local authorities.

c) REPAIRS – DISTRICT

The District will be responsible for:

- i) Maintenance of equipment in need of repair.
- ii) Maintaining the facilities in a good state of repair and free from vermin.
- iii) The District shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work not considered food equipment.

d) REPAIRS – FSMC

The FSMC will coordinate the repair or replacement of any equipment not functioning properly with the designated District personnel that has repair responsibility. The FSMC will be responsible for repair or replacement of any equipment that is not functioning properly due to their own neglect or misuse.

e) USE OF FACILITIES – DISTRICT

- i) The District shall furnish at its expense, space, light, heat, power, hot and cold water and other utilities as are necessary for the operation of the food services to be furnished hereunder.
- ii) The District shall make available without cost to the FSMC, areas of the premises agreeable to both parties in which the FSMC shall render its services such area or areas reasonably necessary for providing efficient food service.
- iii) If the District approves the use of the facilities for extracurricular activities before or after the District's regularly scheduled meal periods, the District shall return facilities and equipment to the FSMC in the same condition as received, normal wear and tear accepted.
- iv) The District may request of the FSMC, additional food service programs however, the District reserves the right, at its sole discretion, to sell or dispense any food or beverage, or allow use of the facility by outside groups, before or after the District's regularly scheduled lunch or breakfast periods, provided such use does not interfere with the operations of the school lunch or breakfast programs.
- v) The District shall have unlimited access to all areas used by the FSMC for purposes of inspections and audits.

f) SANITATION/SAFETY – DISTRICT

- i) The District shall remove all garbage and trash from the designated areas.
- ii) The District shall be responsible for cleaning the floors in the dining, serving and kitchen areas.
- iii) The District shall be responsible for providing safe kitchen and dining areas.
- iv) The District shall be responsible for cleaning of ducts and hoods above the filter line.
- v) The District shall be responsible for pest control.

g) SANITATION/SAFETY – FSMC

- i) The FSMC shall place garbage and trash in designated areas.
- ii) The FSMC shall clean the kitchen area and equipment, including but not limited to sinks, counters, tables, chairs, silverware, and utensils.

- iii) The FSMC shall comply with all local and state sanitation requirements in the preparation of food.
- iv) The FSMC shall maintain safety programs for employees as required.
- v) The FSMC will provide sanitation standards covering housekeeping, preparation, storage, employees, and equipment. The FSMC will also make adjustments to practices and operation of equipment as required.
- vi) The FSMC shall cooperate in any District recycling program efforts.
- vii) The FSMC shall be responsible for cleaning of ducts and hoods below the filter line.

4) FSMC EMPLOYEES

All individuals currently providing food service to the District as employees of the current FSMC shall be extended offers of employment by the selected FSMC awarded a contract as a result of this RFP to ensure continuity of services. Such employment of individuals by the FSMC shall be denied only for good cause demonstrated by the FSMC. All food service program employees will be employees of the FSMC.

- a) The FSMC is expected to provide training and development programs for its employees at each District school.
- b) The FSMC is required to maintain current hours, comparable wages, benefits, and number of positions at each school location.
 - i) The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes, insurances, and Workers' Compensation. All food service employees shall comply with all rules of the District.
 - ii) The FSMC and its employees shall comply with all wage and hours of employment requirements of Federal and State law.
 - iii) All employees of the FSMC shall be paid in accordance with the *Fair Labor Standards Act*, as amended and any other applicable statutes.
 - iv) The FSMC shall comply with *Title VI of the Civil Rights Act of 1964* and the implementing regulations issued there under and any additions of amendments thereto.
 - v) The FSMC shall comply with the *Illinois Human Rights Act* and the implementing regulations issued there under and any additions of amendments thereto.
 - vi) The FSMC shall maintain its own personnel policies and current fringe benefits for its employees, subject to review by the District. The FSMC shall supply with this proposal a full description of the proposed benefit package, including but not limited to, levels of coverage, co-payment features and any other limitations should be equal to current benefits. The FSMC shall instruct its employees to abide by the policies, rules, and regulations, with respect to its use of District premises as established by District from time to time and which are furnished in writing to the FSMC.
 - vii) The FSMC and the District shall mutually agree upon any changes to the staffing patterns provided in the FSMC response.
 - viii) The District may request in writing the removal of an employee of the FSMC who violates health requirements or conducts himself/herself in a manner, which is detrimental to the physical, mental, or moral well-being of students or staff.
 - ix) In the event of the removal or suspension of any employee, the FSMC shall immediately restructure its staff without disruption in service.
 - x) The FSMC shall conduct periodic training for all food service employees. A copy of the training and development program should be provided with the proposals.

- xi) Upon request by the District, the FSMC shall ensure, at its own expense, required fingerprint-based criminal history records checks are conducted on all employees assigned to the provide delivery of groceries or food products to the District, and results are provided to the District per *The School Code of Illinois*, 105 ILCS 5/10-21.9.
- xii) The FSMC shall ensure that all individuals performing services on the selected FSMC's behalf at the District's facilities shall be free from communicable diseases, including tuberculosis, and administered a tuberculosis screening test if they have a documented positive tuberculosis screening test result or otherwise meet the requirements for tuberculosis screening as set forth in the Illinois Department of Public Health's rules (77 Ill. Adm. Code 696.140), prior to performing any such services in or for schools , and shall ensure that all such individuals comply with all requirements established by the Illinois Department of Public Health.
- xiii) As required under 105 ILCS 5/22-94 ("Faith's Law"), the FSMC shall perform an Employment History Review either at the time of initial hiring of an employee or prior to the assignment of an existing employee or person to perform work for the District in a position involving direct contact with children or students. The Employment History Review must be performed using the template developed by the State Board of Education, which can be found at <https://www.isbe.net/educatorquality>. The Employment History Review shall remain valid as long as the employee remains employed by the same FSMC, even if assigned to perform work for other school districts.

"Direct contact with children or students" is defined under Faith's Law as "the possibility of care, supervision, guidance, or control of children or students or routine interaction with children or students."

The FSMC shall maintain records documenting the Employment History Reviews for all employees as required by Faith's Law and shall provide the District access to the Employment History Review documents for any person assigned to perform work at the District on behalf of the FSMC within five (5) days of a written request by the District.

Prior to assigning any employee to perform work for the District, the FSMC shall inform the District of any instance known to FSMC, either as a result of the Employment History Review or otherwise, in which the assigned person:

Has been the subject of a sexual misconduct allegation unless a subsequent investigation resulted in a finding that the allegation was false, unfounded, or unsubstantiated;

Has ever been discharged, been asked to resign from, resigned from, or otherwise been separated from any employment, been removed from a substitute list, been disciplined by an employer, or had an employment contract not renewed due to an adjudication or finding of sexual misconduct or while an allegation of sexual misconduct was pending or under investigation, unless the investigation resulted in a finding that the allegation was false, unfounded, or unsubstantiated; or

Has ever had a license or certificate suspended, surrendered, or revoked due to an adjudication or finding of sexual misconduct or while an allegation of sexual misconduct was pending or under investigation, unless the investigation resulted in a finding that the allegation was false, unfounded, or unsubstantiated.

The FSMC shall not assign any person to perform work for the District in a position involving direct contact with children or students if the District objects to the assignment after being informed of an instance listed above. Additionally, the FSMC may not assign any person to the District to provide services involving direct contact with children or students if such person failed to complete the Employment History Review authorization as required by law.

As evidence that all requirements under Faith's Law have been complied with, the FSMC shall provide the District certification that they have conducted the Employment History Review pursuant to Faith's Law for any person assigned by the FSMC to provide services to the District prior to the commencement of any work covered by this contract. This certification shall verify that all employees assigned to the District have no known history of sexual misconduct. The FSMC must certify that all persons assigned by FSMC to the District are eligible for employment pursuant to Faith's Law.

5) FREE AND REDUCED MEAL POLICY

- a) The written policy of the District requiring feeding of needy children, free or at reduced price, shall apply to the FSMC's food service operation. The policy is on file in the District Office. The District shall be responsible for implementation of this policy.
- b) The FSMC will be responsible for implementing policies covering free and reduced meals programs for those students designated by the District as meeting Federal and State agency requirements for those programs. All such meals shall be served and accounted for in a manner approved by the District so as to protect the anonymity of the recipients. Meals shall be served, and proper, accurate pupil participation records shall be maintained by the FSMC. Statistics indicating historical eligibility levels are included in the attachments of this Invitation to Proposal.
- c) The cost of free and reduced meals is to be absorbed by the program.

6) PRICES/PORZION

The FSMC shall recommend meal prices and portions for approval by the District. The FSMC shall not alter the prices once approved without prior notice and approval by the District.

7) PURCHASE SPECIFICATIONS AND REBATES

The FSMC must follow all applicable state and federal procurement standards, as detailed in the Illinois School Code (105 ILCS 5/10-20.21) and Office of Management and Budget (OMB) Circular A-102, Attachment O, unless state laws are more restrictive. The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality and price for the District's food service program. The grade, purchase unit, style, weight, ingredients, formulations, etc., as agreed by the District shall be complied with by the FSMC.

All goods, services, or monies received as a result of a rebate shall be credited to the District.

8) MEALS

- a) The FSMC shall promote maximum participation.
- b) The FSMC shall provide condiments and utensils as needed. The District currently uses plastic utensils.
- c) The FSMC shall provide specified types of service in the locations listed in Schedule E.
- d) The FSMC shall use the District facilities for the preparation of food to be served in the designated attendance units.
- e) The FSMC shall provide, upon request by the District, menus to be reviewed.
- f) In addition to an "a la carte" menu the FSMC should provide a "Type A" meal.
- g) The FSMC shall offer other food services, including without limitation breakfast or snack service, upon request of the District and mutual agreement of the Parties regarding the terms and conditions of such service.

9) QUALITY OF FOOD PROGRAM

The FSMC will provide a quality food program the level of which is mutually agreed on by the FSMC and the District.

10) INVENTORY, STORAGE AND PROCUREMENT OF FOOD

- a) The FSMC shall purchase all food and non-food commodities at the lowest price possible, consistent with maintaining quality standards.
- b) The FSMC shall honor existing contracts if advantageous to the District.
- c) The FSMC and the District shall inventory the equipment supplies owned by the District at the beginning of the contract year, including but not limited to flatware, trays, chinaware, glassware, kitchen utensils and supplies owned by the District at the start of the contract.

11) ACCOUNTING AND REPORTING SYSTEMS

- a) The FSMC shall assume accountability and responsibility for:
 - i) Daily bookkeeping and recording functions
 - ii) Receipt and deposit of all revenue, lunch prepayments and refunds to students when appropriate, within FSMC's bank account
 - iii) Monthly Sales Reports
 - iv) Annual Budgeting
 - v) Cost and Inventory Controls
 - vi) Preparation of records for annual audit by District
- b) The FSMC shall provide The District with a year-end statement, sixty (60) days after the close of the school term, providing revenue received for the year. The FSMC will also provide monthly revenue statements within twenty (20) days after the end of each month.
- c) The FSMC shall maintain records (supported by invoices, receipts, or other evidence) to support all allowable expenses appearing on the monthly operating statement in an orderly fashion according to expense categories.
- d) The District, at its own expense, shall audit the FSMC's operations as part of its year- end audit. The District reserves the right to randomly audit individual months of operations.

- e) The District shall designate by name and title the employee whose responsibility it shall be to supervise and audit all financially related operations of the FSMC.
- f) Books and records of the FSMC pertaining to the school food service operations shall be available at the District for a period of three (3) years from the end of the fiscal year, to which they pertain, for inspection and audit.
- g) The District will have read-only access to the POS system, PushCoin, in use for review of sales.

12) INVOLVEMENT OF STUDENTS, STAFF, AND PATRONS

- a) The FSMC shall provide time for regular meetings between the Food Service Managers from each school, Business Manager, and other staff and students to determine ways to improve the program.
- b) The FSMC will provide the Food Service Managers from each school for District meetings when food service matters are on agenda or participation is requested.

13) NUTRITION EDUCATION

The FSMC shall promote the nutritional education aspects of the District's food service program and cooperate in the efforts of the District to coordinate these aspects with classroom instruction in accordance with the District's Wellness Policy.

14) LICENSES, FEES, TAXES

- a) The FSMC shall obtain and post all applicable health permits for its facilities.
- b) The FSMC shall comply with all health and safety regulations required by Federal, State, or local law.
- c) The FSMC shall comply with all building rules and regulations.
- d) The FSMC shall have State or local health certification for any facility outside the District in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract.

15) REVENUE

Food service revenue includes all sales to students, staff, and catering for the program it manages, state lunch reimbursements and federal milk reimbursements.

16) INSURANCE

The FSMC shall obtain and keep in force, during the terms of the Agreement, for the protection of the FSMC and the District, commercial general liability insurance. The FSMC shall maintain commercial general liability, including contractual liability coverage, with a limit of not less than \$5,000,000 combined single limit for property damage, bodily injury and sexual abuse and molestation each occurrence. If such commercial general liability insurance contains a general aggregate limit, it shall apply separately to this project. Commercial general liability insurance shall be written on ISO occurrence from CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operation, independent contractors, product-completed operations, personal injury and advertising injury, and liability assumed under and insured contract (including the tort liability of another assumed in a business contract).

The FSMC shall obtain and keep in force, during the term of the Agreement, for the protection of the FSMC and the District, Excess Liability Insurance. The FSMC shall maintain excess liability with a limit of not less

than \$2,000,000 each occurrence. Excess Liability Insurance shall overlay FSMC's commercial General Liability Insurance, Commercial Automobile Insurance, and Employer Liability Insurance.

The FSMC shall obtain and keep in force, during the term of the Agreement, for the protection of the FSMC and the District, Workers' Compensation and Employer's Liability Insurance. The Employer's Liability Insurance shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

The FSMC waives all right against District and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the commercial General Liability, Commercial Automobile Liability, Excess Liability, and Employers Liability obtained pursuant to the requirements of this agreement. Such insurance shall be primary and is not addition to or contributing with any other insurance carrier by the District.

The FSMC will provide the District with certificates of insurance for all coverage listed herein, naming the District as an additional insured on a primary and non-contributory basis, evidencing required coverage and limits of coverage's not less than fourteen (14) days prior to the inception date of this agreement. All insurance companies must be rated AV1 or better by the current Best's Rating Guide and approved by District. The District shall keep its buildings, including the food service, its contents, and other property insured against loss or damage by fire, explosion, and similar casualties.

During the terms of the Contract, the District may have access to or become acquainted with various trade secrets and confidential information of the FSMC, including recipes, dietary surveys and studies, management guidelines and procedures, operating manuals, and similar complications and documents regularly used in the operations of the business of the FSMC. The District shall not disclose any of the FSMC's trade secrets or confidential information, directly or indirectly, during or subsequent to the term of this Agreement.

To the fullest extent allowed by law, FSMC agrees to indemnify, reimburse, save and hold the District harmless against any and all liabilities, costs, damages, expenses, claims and fees (including reasonable attorney's fees), that District might incur arising out of or related in any way to FSMC performance of its obligations under this Agreement. FSMC shall maintain Commercial Liability Insurance with contractual liability coverage specifically insuring FSMC's indemnification obligation contained in this section.

17) TERM, TERMINATION

- a) The Contract shall be effective for a five-year period commencing July 1, 2023, and expiring on June 30, 2028, unless renewed thereafter at the sole discretion of the District.
- b) This Contract can be terminated by the District with sixty (60) days' written notice.
- c) Neither the FSMC nor the District shall be responsible for any losses if the fulfillment of the terms of the contract should be delayed by wars, acts of public enemies, strikes, fires, floods, act of God, or any acts not within the control of either the FSMC or the District, and which by the exercise of due diligence it is unable to prevent.

- d) The District or FSMC shall have the right to terminate this Agreement with or without cause by providing FSMC with a sixty-day (60) written notice of either party's intent to terminate. Upon such termination, FSMC shall be entitled to be paid for any services performed prior to the effective termination date.

18) TRANSITION

The FSMC shall submit with its proposals a transition plan, which shall indicate the activities, procedures, costs and timetable and support personnel involved in the implementation of services.

19) FINANCIAL – PROPOSAL PRICE

All proposals shall be valid and may not be withdrawn for ninety-days (90) after submission. The proposal price must be in the form of a percentage commission on sales. The FSMC will be responsible for the cost of operations unless the cost is specifically defined as the District's. It is the desire of the Board of Education that the food service program income will be sufficient to cover all program costs. In preparing their proposals, FSMC's should state their capabilities and approach to operating such a program and they must indicate any conditions, qualifications or financial arrangements that are required to reach this goal. All assumptions used in calculating the financial projections shall be clearly defined in the financial section of each proposal. Factors not clearly identified shall be the sole responsibility of the FSMC.

20) SPECIAL AND GENERAL CONDITIONS

The FSMC will comply with the Special and General Conditions attached hereto and, in all respects, made a part of the Contract as a result of an award of the Contract in connection with the RFP.

The FSMC shall adhere to all applicable statutes, and all related regulations prescribed by the Federal Government, the State of Illinois, the local Department of Public Health, and the District governing food services in public facilities.

- a) The FSMC shall provide catering service for District functions when requested. The FSMC must include detailed information about their catering programs and a sample menu. The District will be billed for any catering services in a timely manner.
- b) No alterations, changes or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the District with the final decision as to alterations, changes or improvements reserved solely for the District.

21) RENTAL OF FACILITIES FOR COMMUNITY USE

The District retains the right to rent food service facilities during non-school hours or weekends, provided that such rental does not interfere with the normal food service operation. When such activities take place, the District may require that a member(s) of the food service staff designated by the resident manager be on duty.

22) SUBMISSION OF PROPOSALS

- a) Proposals shall include financial form provided by the District and reflected as in Schedule H.
- b) Clarification of interpretation must be made to the District prior to or during the pre-bid conference. All bidders will receive an answer seventy-two (72) hours after the pre-proposal conference.

- c) The FSMC must submit three (3) paper copies of their entire proposals for review and examination and one electronic copy.

23) ACCEPTANCE OF PROPOSALS AND AWARDS

It is the intent of the District to accept the proposal that will best promote the public interest and is most advantageous to the District. The criteria in Section IV of this Proposal will be used to evaluate all proposals.

24) COMPLIANCE WITH PUBLIC BIDDING LAWS

- a) The FSMC hereby certifies that its officers, employees, and agents, are not barred from bidding and entering into the underlying contract as a result of a violation of the Proposal Rigging or Proposal Rotating provisions of the Public Contracts Section of the Illinois *Criminal Code of 1961* (720 ILCS 5/33E-3, 33E-4) or otherwise under the *Illinois School Code* (105 ILCS 5/10-20.21). The FSCM shall execute the certification attached hereto as Schedule J and submit it with its proposals.
- b) The FSMC asserts that it is not falsely representing that it is a minority owned business, female owned business, or a business owned by a person with a disability.
- c) The FSMC shall at all times observe and comply with all laws, ordinances, regulations, and codes of the Federal, State, County, and other local government agencies, which may in any manner affect the preparation of proposals or the performance of the contract including, but not limited to the *Equal Employment Opportunity Act* and the *Illinois Criminal Code*. In addition, the bidder must comply with the *Illinois Human Rights Act* and the equal employment opportunity provisions referenced by the Illinois Department of Human Rights regulations (44 Ill. Admin. Code 750.10). Such requirements are set forth in Schedule K and shall be deemed incorporated into the Contract of the successful bidder.

SECTION III: PROPOSAL FORMAT AND CONTENTS

Proposal Format and Contents

Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must address the following:

1) LETTER OF TRANSMITTAL

The Letter of Transmittal should include:

- a) An introduction of the FSMC Company.
- b) The name, address, and telephone number of the person to be contacted, along with others who are authorized to represent the company in dealing with the proposal.
- c) An expression of the FSMC's ability and desire to meet the requirements of the proposal.
- d) Any other information not appropriately contained in the proposal itself should also be included.

2) EXECUTIVE SUMMARY

Provide an Executive Summary which:

- a) Briefly describe the FSMC's approach to the proposals and clearly indicates any options or alternatives.
- b) Indicate any major requirements that cannot be met by the FSMC.
- c) Highlights the major features of the proposals and identifies any supporting information considered pertinent. Please consider the criteria in Section IV.

In short, the reader should be able to determine the essence of the proposal and generally how well it meets the requirements by reading the Executive Summary.

3) DETAILED DISCUSSION

This section should constitute the major portion of the proposals. Please include at least the following information. Please emphasize the criteria and discussion points in Section IV of this Invitation to Proposal.

a) EXPERIENCE, REFERENCES, AND SERVICE CAPABILITY

- i) Describe the FSMC's experience as managers and consultants of food service operations in general and public schools in particular.
- ii) Include a list of all operations and locations where you are operating school food service. Give the length of time, name, address, and telephone number of a contact person for each operation. FSMC must currently be providing food management services to five (5) school districts of similar size and sales volume.
- iii) Include a list of all Illinois Public School contracts lost in the last three (3) years.
- iv) Include the resume and background of the proposed food service managers for each school, and the person who will supervise the work of the Food Service Managers and how your company will ensure the best performance.
- v) Include a table of company organization and a plan for the management, supervision and staffing proposed under this contract.
- vi) Include the company organization including all positions that are non-school based.

b) FINANCIAL CONDITION

Provide data to indicate the financial condition of the company. This must include financial statements for the last three (3) years.

c) ACCOUNTING AND REPORTING SYSTEMS

Describe complete accounting procedures you will use:

- i) Inventory control
- ii) Method of recording, checking, and reporting sales
- iii) Internal control of cash handling
- iv) Internal audit systems
- v) All regular accounting forms used with detailed explanations
- vi) All regular reports used with detailed explanations

d) PERSONNEL MANAGEMENT AND TRAINING

- i) What is your company's personnel management philosophy, particularly regarding Food Service Managers and their relationship to staff?
- ii) Describe training and development programs you will provide for hourly employees and management personnel.
- iii) How does your firm attempt to improve employee morale and reduce turnover?

e) INNOVATION AND PROMOTION OF THE FOOD SERVICE PROGRAM

- i) How would your food service program for the District differ from current operations? Describe the costs to the District and/or its students and faculty/staff and benefits of your proposed changes.
 - ii) Describe how you would implement changes. Include a staffing model if different from current staffing.
 - iii) How would you involve employees to use their expertise and experience in making future innovations?
 - iv) Provide examples of service and merchandising programs.
 - v) What is your philosophy regarding promotion (increasing awareness and participation) of the food service program? How would you implement this philosophy in our District?
 - vi) Please provide a recommendation of facility changes or new or replacement equipment needed to support food service program.
 - vii) The FSMC shall submit with its proposals a transition plan, which shall indicate the activities, procedures, costs, and timetable and support personnel involved in the implementation of services.
 - (1) Please provide a narrative detailing the anticipated top five (5) challenges to overcome at The District.
 - (2) Please provide a recommendation of new or updated equipment needed to support food service program.
- f) INVOLVEMENT OF STUDENTS, STAFF AND PATRONS
What is your philosophy and plans regarding involvement of students, teachers, administrators and parents in program evaluation and selection of menus, discussion of nutritional issues, etc.
- g) MENU SELECTION, FOOD QUALITY AND PORTION SIZE
- i) Describe your philosophy for each of the following:
 - (1) Menu selection (include menus you will implement)
 - (2) Food quality
 - (3) Portion Quantities
 - ii) Actual menus to be implemented
 - iii) Provide a list of a la carte items and proposed prices. Current District lunch prices in Schedule B.
- h) COST INFORMATION
- i) List the District costs for any fees to be charged, for profit, overhead and other off-site costs not otherwise paid by the District.
 - ii) If consulting services are not covered in the management fees, list those services along with the extra charges.
 - iii) List payment terms and arrangements.
 - iv) List any assumptions used in the financial projections presented.
- i) PERFORMANCE
- i) Provide a cashier's check or bond in the amount of 5% of the annual revenue. This must be included with your proposals. It will be returned to an unsuccessful FSMC upon award of the contract.
 - ii) Provide a surety letter of intent or equal from a bonding company which demonstrates your company's ability to acquire a performance bond for the amount of the contract should it be required.

- iii) The cost of the bonds is the responsibility of the FSMC.
- j) SUBMISSION OF PROPOSAL
 - i) Portions of the proposals shall be submitted on the blank financial forms provided by the District, Schedule H and M.
 - ii) Clarification of interpretation must be made to the District prior to the submission of the proposal.
 - (1) If an FMCS wishes to have such statements or any other information provided in its proposal treated confidentially, the FMCS must comply with the requirements of the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq., with respect to such information. The District will not honor blanket requests for confidentiality.
 - (2) All completed proposals and supporting documentation submitted shall be the property of the District.

SECTION IV. EVALUATION OF PROPOSALS

Proposal Evaluation Criteria

Proposals will be evaluated by a committee against the following criteria with assigned weights as indicated. Each area of the evaluation should be addressed in detail in the proposal. The District retains the right to reject any or all proposals, either in part or in their entirety, and to waive any technicalities, if in its sole judgment, it will be in the best interest of the District to do so.

Weight	Criteria
40	Financial – Proposal Price
20	Quality of Food Program (Presentation of Food, Food Taste, Menu Diversity from Tours) and District Preferences
20	Depth of Management - Special Emphasis on Local Management, Business Plan, Marketing Strategy, Communication, Training Strategy, Promotion of Program, Nutrition
10	Past Performance and References - Overall past performance with other Districts, Evidence of student participation increases
10	Financial Stability and ability to service a large unit school district
100	TOTAL

- 1) THE COMPANY
 - The quality, stability, and overall perception of the food service program. Basic Requirements:
 - a) The FSMC must provide an appealing and nutritionally sound Type "A" and A la carte program for students.
 - b) The District food service operation must be a self-sufficient operation.
 - c) The FSMC must increase participation at all levels by improving food quality at the service point. The FSMC must provide at least three (3) letters of recommendations from school districts in Illinois. In

addition, the FSMC must provide each letter's corresponding contact information (name, title, phone number).

2) THE FOOD SERVICE MANAGERS

The quality of the FSMC management personnel that are assigned to the District. Basic Requirements:

- a) The FSMC must provide a resident manager to direct the food services program and to implement the cooperatively agreed upon upgrades. This person needs to be in place by July 1, 2023.
- b) The District shall be provided the opportunity to review all applicants and make recommendations to the FSMC on management staffing decisions.
- c) The FSMC shall provide a management staff and structure which will offer adequate help and focus to ensure that the District's school food program is one of consistent top quality and of positive regard to students, staff, and the public.
- d) The FSMC shall appoint management staffs who have knowledge and experience in the areas of (1) selecting and procuring food, (2) nutrition, (3) menu planning, (4) On-site production, (5) quality control, (6) employee supervision, (7) staff management, (8) employee motivation/recruitment and (9) public relations.

In order to meet basic requirements, please respond to the following:

- i) Minimum qualifications and experience of personnel assigned;
- ii) Evidence of training programs demonstrating ability and experience in institutional food preparation and personnel management techniques;
- iii) Other relevant information

3) MARKETING PROGRAM

Marketing Plan to increase participation, create an age-relevant atmosphere that would speak to students, menu variety, and nutrition program offered.

- a) Promotion of school lunch program (philosophy, initiatives, campaigns – include examples of specific marketing plans, webpages, and initiatives at other comparable schools)
- b) Corporate & Regional marketing management support to Food Service Managers at each school.
- c) Depth of marketing plans targeted to an age-relevant group
- d) Marketing strategy for the future
- e) Resources available to school district's nutrition education initiatives
- f) Menu development program
- g) Nutrition programs
- h) Customer (student, parent, administration) service survey programs
- i) Communication plan to students
- j) Menu planning
- k) Demonstrate the FSMC's ability to develop research and implement marketing programs that enhance participation.

4) THE COMPANY

The quality and extent of service provided by the FSMC.

- a) Basic Requirements:

- i) The FSMC must be of sufficient size and expertise to furnish the resources needed to aid the District in managing and upgrading their food services operation.
- ii) The FSMC must have extensive involvement and experience in the school food services field in the areas of (1) designing facilities, (2) selecting and procuring food service equipment, (3) nutrition, (4) menu planning, (5) on-site production, (6) Quality control, (7) employee supervision, (8) staff management training, (9) employee motivation and positive involvement, (10) marketing and (11) public relations.

In order to meet basic requirements, please respond to the following:

- (1) Evidence that the FSMC has been doing business for five (5) consecutive years or more with public school districts.
- (2) Evidence that the FSMC is licensed to do business in the State of Illinois;
- (3) Reference/contact information for all FSMC's current clients in the State of Illinois;
- (4) Most recent financial statements or annual report.
- (5) Frequency of management staff training and home office support.
- (6) Actual menus to be implemented.
- (7) Provide a listing of a la carte items and proposed price.
- (8) Why are your menus better than other FSMC's?
- (9) How is your food quality better than your competitors?
- (10)The FSMC shall provide, upon request by the District, menus to be reviewed and approved by the District and available for distribution ten (10) days prior to preparation and service of foods.
- (11)List the District costs for any fees to be charged for costs not otherwise paid by the District.
- (12)If consulting services are not covered in management fees, list those services along with the extra charges.
- (13)List payment terms and arrangements.

5) PREFERENCES

The District reserves the right to provide preference to those FSMCs meeting the following criteria in assessing the quality of the food to be provided by an FSMC or its depth of the FSMC's management.

Preferences	Minimum Standard(s) To Demonstrate Compliance	Supporting Evidence and Documents
Health and Nutrition	To receive preference, an FSMC must demonstrate that it offers food that promotes the health and well-being of students, in compliance with United States Department of Agriculture nutrition standards for school meals, or promote the production of scratch-made, minimally processed foods	To demonstrate compliance with the District's preference, the FSMC should identify all available menu items promoting the use of scratch-made, minimally produced foodstuffs to be made available to students.

<p>Local Sourcing</p>	<p>To receive preference, an FSMC must demonstrate that it offers food sourced locally.</p>	<p>To demonstrate compliance with the District’s preference, the FSMC should identify the location of all local suppliers of foodstuffs to be served through its operations; identify the percentage of locally produced foodstuffs to be made available to students either through menu items or a la carte options; and/or provide other documentation supporting the use of local sourcing for operations.</p>
<p>Animal Welfare</p>	<p>To receive preference, Respondents must demonstrate that it offers food that values animal welfare</p>	<p>To demonstrate compliance with the District’s preference, the FSMC should identify its use of all suppliers promoting practices involving animal welfare in connection with foodstuffs to be served through the FSMCs operations; identify the percentage of foodstuffs to be made available to students either through menu items or a la carte options that were produced by suppliers valuing animal welfare; or provide other documentation supporting the use of such foodstuffs in its menu offerings</p>
<p>Hormone and Pest Management</p>	<p>To receive preference, Respondents must demonstrate that it utilizes producers that adopt hormone and pest management practices recommended by the United States Department of Agriculture</p>	<p>To demonstrate compliance with the District’s preference, the FSMC should identify its use of all suppliers and/or producers that adopt hormone and pest management practices recommended by the United States Department of Agriculture; identify the percentage of foodstuffs to be made available to students either through menu items or a la carte</p>

		options that were supplied or produced by sources that adopt hormone and pest management practices recommended by the United States Department of Agriculture; or provide other documentation supporting the use of such foodstuffs in its menu offerings.
Minority, Women and Persons with Disabilities	To receive preference, Respondents must demonstrate that it is a business owned and operated by minorities, women, or persons with disabilities.	To demonstrate compliance with the District’s preference, the FSMC shall provide State certification as a business owned by a minority, women, or persons with disabilities.

6) ORAL PRESENTATION

An oral presentation by an FSMC to supplement a proposal may be required. These presentations, if required, will be scheduled if required by the District subsequent to the receipt of proposals and prior to the award.

7) PROPRIETARY INFORMATION

FSMCs are required to mark any specific information contained in their proposal that is not to be disclosed to the public or issued for purposes other than the evaluation of the proposals. Pricing and service elements of the successful proposal will not be considered proprietary.

The District Supporting Documentation:

- a) Food Service Cost Responsibility
- b) FY 2022-2023 Lunch Prices and Historical Revenues
- c) Lunch Program Information
- d) Enrollments
- e) District Map
- f) School Calendars
- g) School Schedule

FSMC Required Documentation:

- h) Proposed Contract (FSMC must provide)
- i) Financial Proposal (Template provided)
- j) Proposal Rigging Certification (Template provided)
- k) Equal Employment Opportunity Clause (Template provided)
- l) Two Year Operating Projection (Template provided)

SCHEDULE A

COST RESPONSIBILITY SURVEY

FOOD	FOOD SERVICE MANAGEMENT COMPANY	SCHOOL DISTRICT
Food Purchasing	X	
Processing of Invoices	X	
Payment of Invoices	X	
LABOR		
Payment of Hourly Regular Full-Time Wages	X	
Payroll Taxes of Hourly Employees	X	
Fringe Benefits & Ins. of Hourly Employees	X	
Preparation of Hourly Employees Payroll	X	
Processing of Hourly Employees Payroll	X	
Workers Compensation for Hourly Employees	X	
ADDITIONAL ITEMS		
China/Silver, Glassware: Original Purchase to Inventory (Level Required for Initial Operation)		XX
China/Silver/Glassware: Replacement During Operation	X	
Telephone: Local		XX
Telephone/Fax: Long Distance		XX
Cost of cleaning products for kitchen	X	
Cost of trash removal from premises		XX
Replacement of Expendable Equipment: Pots, Pans, etc.		XX
Replacement of Non-Expendable Equipment		XX
Products & Public Liability Insurance	X	
Cost of Repairing Equipment (Up to Budgeted Dollar Amount)		XX
Uniforms	X	

ADDITIONAL ITEMS		
Travel, Local: Required as Requested	X	
Detergent and Cleaning Supplies	X	
Paper Supplies	X	
CLEANING	FOOD SERVICE MANAGEMENT COMPANY	SCHOOL DISTRICT
Menu Paper and Printing	X	
Postage	X	
Taxes/Licenses	X	
Pest Control		XX
Utilities		XX
Permits		XX
Ceiling, Light Fixtures, and Fans		XX
Dish Washing	X	
Hoods		XX
Floors (daily cleaning in kitchen)	X	
Rest Rooms		XX
Vent from Hoods to Outside		XX
Walls		XX
Cafeteria Tables – Between Lunch Periods		XX
Cafeteria Tables -After Lunch Periods		XX
Floors (deep clean)		XX

SCHEDULE B

**Geneva CUSD 304
Lunch Prices for 2022-2023**

All meal prices are entrée with sides.

Elementary School: \$2.50

Middle School: \$2.90

High School: \$3.00

Historical Food Service Program Revenue

Pupil Lunch Sale Revenue – All Cash Sales

2018-2019	\$1,527,129
2019-2020	\$1,119,921
2020-2021	\$79,402
2021-2022	\$304,517
2022-March 2023	\$1,265,459

Staff Lunch Sale Revenue – All Cash Sales

2018-2019	\$8,367
2019-2020	\$3,133
2020-2021	\$3,966
2021-2022	\$3,596
2022-March 2023	\$4,124

Catering Revenue

2018-2019	\$76,130
2019-2020	\$74,471
2020-2021	\$12,384
2021-2022	\$108,312
2022-March 2023	\$81,081

SCHEDULE C

Lunch will be provided in accordance with the terms and conditions of the food service specification at the following locations:

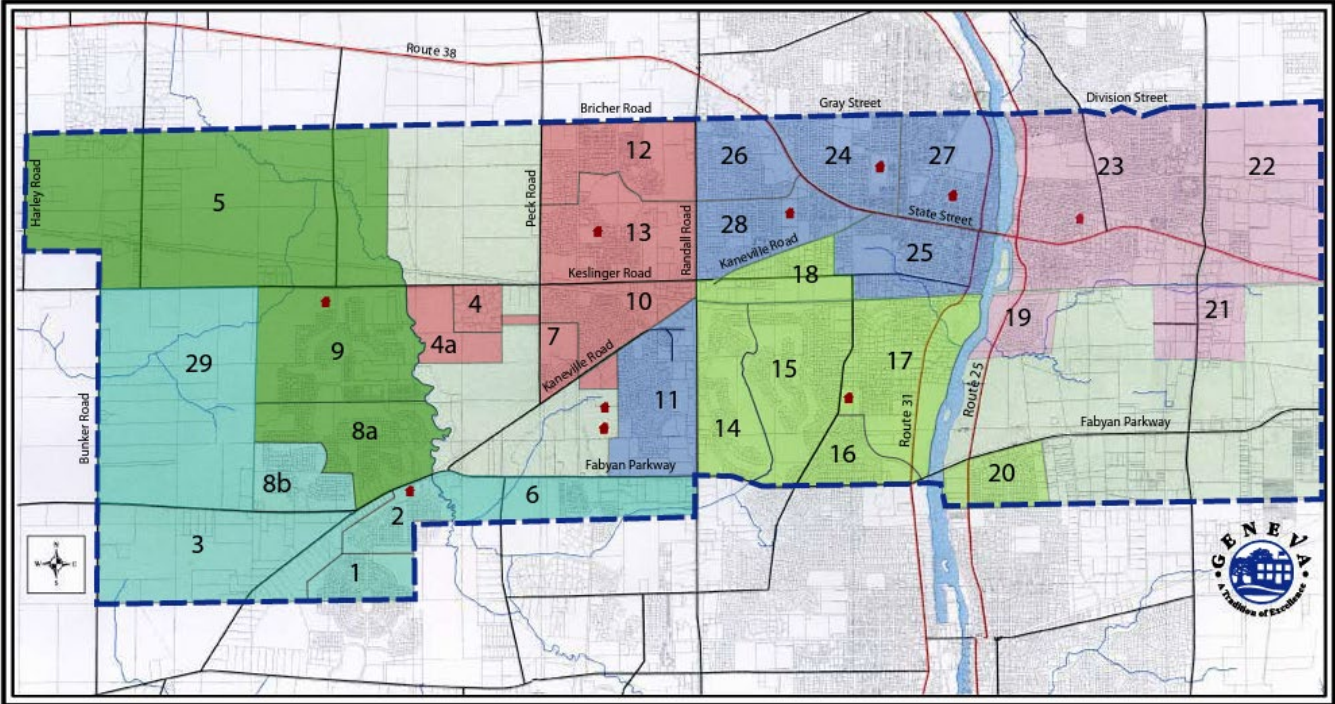
1. The District food service lunch sites are closed campuses. Our cafeterias are open from 10:30 a.m. to 1:00 p.m. dependent on school location.
2. District food service sites have three (3) lunch periods.
3. The District does not presently participate in the National School Lunch Program (NSLP). The District is discontinuing participation in the Illinois Free Lunch Program & Special Milk program. Revenue from the federal milk program is included in historical FSMC sales.
4. The District does not have any exclusive beverage contracts. The district does have vending machines the support other organizations: PTO, Booster, Teachers Lounges, etc. but are not allowing in the cafeteria areas.
5. The District does not run the food service program during summer.
6. There are 175 student days.

SCHEDULE D

2022-2023 ENROLLMENT POSTED — USING 6TH DAY ENROLLMENT NUMBERS:

ENROLLMENT <i>(SIS Home District 31045304026)</i>	Historic Enrollment			Current Year
	2019-2020	2020-2021	2021-2022	2022-2023
Geneva High School	1,863	1,767	1,724	1,669
Geneva Middle School-North	638	623	597	602
Geneva Middle School-South	631	615	587	605
Harrison St. Elementary	411	350	397	384
Western Ave. Elementary	352	363	330	348
Mill Creek Elementary	474	454	410	413
Heartland Elementary	376	363	320	316
Williamsburg Elementary	505	405	463	459
Fabyan Elementary	239	224	218	234
TOTAL	5,489	5,164	5,046	5,030
Preschool Program	81	66	95	113
TOTAL	5,570	5,230	5,141	5,143

Community Unit School District 304
Boundary Map



- Mill Creek
- Fabyan
- Heartland
- Western Avenue
- Williamsburg
- Harrison Street

SCHEDULE F

Approved 1.9.23



GENEVA C.U.S.D. 304 2023-2024 OFFICIAL SCHOOL CALENDAR

Yellow = 1 / 2 Day Students

Blue = No School Students

Purple = No School

August-2023

Mon	Tue	Wed	Thu	Fri	Total
	1	2	3	4	0
7	8	9	10	11	0
14TW	15TI	(16	17	18	3
21	22	23	24	25	5
28	29	30	31		4

September-2023

Mon	Tue	Wed	Thu	Fri	Total
				1TI	0
4X	5	6	7	8	4
11	12	13	14	15	5
18	19	20	21	22	5
25	26	27	28	29	5

October-2023

Mon	Tue	Wed	Thu	Fri	Total
2	3	4	5PC	6PC	3
9X	10	11	12	13	4
16	17	18	19	20	5
23	24	25	26	27	5
30	31				2

November-2023

Mon	Tue	Wed	Thu	Fri	Total
		1	2	3	3
6	7	8	9	10SIP	5
13	14	15	16	17	5
20NA	21NA	22NA	23X	24NA	0
27	28	29	30		4

December-2023

Mon	Tue	Wed	Thu	Fri	Total
				1	1
4	5	6	7	8	5
11	12	13	14	15	5
18	19	20	21	22*	5
25NA	26NA	27NA	28NA	29NA	0

January-2024

Mon	Tue	Wed	Thu	Fri	Total
1NA	2NA	3NA	4NA	5NA	0
8	9	10	11	12	5
15X	16	17	18	19	4
22	23	24	25	26	5
29	30	31			3

February-2024

Mon	Tue	Wed	Thu	Fri	Total
			1	2	2
5	6	7	8	9	5
12	13	14	15	16	5
19X	20	21	22	23	4
26	27	28	29PC		4

March-2024

Mon	Tue	Wed	Thu	Fri	Total
				1TI	0
4	5	6	7	8	5
11	12	13	14	15	5
18	19	20	21	22	5
25NA	26NA	27NA	28NA	29NA	0

April-2024

Mon	Tue	Wed	Thu	Fri	Total
1	2	3	4	5	5
8	9	10	11	12	5
15	16	17	18	19SIP	5
22	23	24	25	26	5
29	30				2

May-2024

Mon	Tue	Wed	Thu	Fri	Total
		1	2	3	3
6	7	8	9	10SIP	5
13	14	15	16	17	5
20	21	22	23	24)**	5
27X	28	29	30	31	4

June-2024

Mon	Tue	Wed	Thu	Fri	Total
3	4	5	6	7	1
10	11	12	13	14	0
17	18	19	20	21	0
24	25	26	27	28	0

July-2024

Mon	Tue	Wed	Thu	Fri	Total
1	2	3	4	5	0
8	9	10	11	12	0
15	16	17	18	19	0
22	23	24	25	26	0
29	30	31			0

HOLIDAYS

Labor Day	Sept. 4
Columbus Day	Oct. 9
Thanksgiving Day	Nov. 23
M.L. King's Birthday	Jan. 15
Presidents' Day	Feb. 19
Memorial Day	May 27

Half Day: K-12 Students attend morning only
(There is no preschool on 1/2 days)

High School 11:05 a.m.
Elementary Schools 11:20 a.m.
Middle School 12:00 p.m.

LEGEND

Holiday - No School	X
Non Attendance Day - No School	NA
Teacher Institute - No School Students	TI
Teacher Work Day - No School Students	TWD
Parent Conference Full Day - No School Students	PC
Parent Conference / Institute- Half Day Students	PC or TI
School Improvement - Half Day Students	SIP
Emergency Days = 5	ED
School Begins 8/16	(
School Ends: Last Day w/no emergency days 5/24)
End of Trimester- Elem./Mid. 11/10, 2/23, 5/24	}
End of Semester/High School 12/20, 5/24	*
SEM 1: 83, SEM 2: 92/TRI 1: 58, TRI 2: 58, TRI 3: 59	

SCHEDULE G

School Schedules 2022-2023

Elementary

2022-2023 Elementary Schedules

Harrison Elementary

Arrival 7:45 a.m.
Lunch 11:00 a.m. - 1:00 p.m.
Dismissal 2:15 p.m.

Heartland Elementary

Arrival 7:45 a.m.
Lunch 10:35 a.m. - 12:55 p.m.
Dismissal 2:15 p.m.

Western Elementary

Arrival 7:45 a.m.
Lunch 10:30 a.m. - 12:30 p.m.
Dismissal 2:15 p.m.

Fabyan Elementary

Arrival 7:45 a.m.
Lunch 10:45 a.m. - 12:45 p.m.
Dismissal 2:15 p.m.

Mill Creek Elementary

Arrival 7:45 a.m.
Lunch 10:45 a.m. - 12:50 p.m.
Dismissal 2:15 p.m.

Williamsburg Elementary

Arrival 7:45 a.m.
Lunch 10:00 a.m. - 1:00 p.m.
Dismissal 2:15 p.m.

Middle School

2022-2023

Geneva Middle School North Bell Schedule

6th Grade

FY22-23
Period 1 8:35-9:22
Period 2 9:25-10:09
Period 3 10:12-10:56
Lunch 10:59-11:29
Period 4 11:32-12:16
Period 5 12:19-1:03
Period 6 1:06-1:50
Period 7 1:53-2:37
Period 8 2:40-3:24

7th Grade

FY22-23
Period 1 8:35-9:22
Period 2 9:25-10:09
Period 3 10:12-10:56
Period 4 10:59-11:43
Lunch 11:46-12:16
Period 5 12:19-1:03

2022-2023

Geneva Middle School South Bell Schedule

6th Grade

Period 1 8:35-9:21
Period 2 9:24-10:07
Period 3 10:10-10:53
Lunch 10:56-11:26
Period 4 11:29-12:12
Period 5 12:15-12:58
Period 6 1:01-1:44
Period 7 1:47-2:38
Period 8 2:41-3:24

7th Grade

Period 1 8:35-9:21
Period 2 9:24-10:07
Period 3 10:10-10:53
Period 4 10:56-11:39
Lunch 11:42-12:12
Period 5 12:15-12:58

Period 6 1:06-1:50
 Period 7 1:53-2:37
 Period 8 2:40-3:24

8th Grade FY22-23
 Period 1 8:35-9:22
 Period 2 9:25-10:09
 Period 3 10:12-10:56
 Period 4 10:59-11:43
 Period 5 11:46-12:30
Lunch 12:33-1:03
 Period 6 1:06-1:50
 Period 7 1:53-2:37
 Period 8 2:40-3:24

Half Day
 Period 1 8:35-8:58
 Period 2 9:01-9:24
 Period 3 9:27-9:50
 Period 4 9:52-10:16
 Period 5 10:19-10:42
 Period 6 10:45-11:08
 Period 7 11:11-11:34
 Period 8 11:37-12:00

Period 6 1:01-1:44
 Period 7 1:47-2:30
 Period 8 2:33-3:24

8th Grade
 Period 1 8:35-9:21
 Period 2 9:24-10:07
 Period 3 10:10-10:53
 Period 4 10:56-11:39
 Period 5 11:42-12:25
Lunch 12:28-12:58
 Period 6 1:01-1:44
 Period 7 1:47-2:38
 Period 8 2:41-3:24

Half Day
 Period 1 8:35-8:58
 Period 2 9:01-9:24
 Period 3 9:27-9:50
 Period 4 9:53-10:16
 Period 5 10:19-10:42
 Period 6 10:45-11:08
 Period 7 11:11-11:34
 Period 8 11:37-12:00

Geneva High School

2022-2023 School Schedule

Geneva High School 9-12 Grades

Full Day

Period 0 6:30-7:35
 Period 0 6:45-7:35
 Period 1 7:40-8:30
 Period 2 8:35-9:25
 Period 3 9:30-10:25
 Period 4 10:30-10:55
 Period 5 11:00-11:25
 Period 6 11:30-11:55
 Period 7 12:00-12:25
 Period 8 12:30-12:55
 Period 9 1:00-1:50
 Period 10 1:55-2:45

Half Day

Period 0	6:45-7:35
Period 1	7:40-8:05
Period 2	8:10-8:35
Period 3	8:40-9:05
Period 4-6	9:10-9:35
Period 6-8	9:40-10:05
Period 9	10:10-10:35
Period 10	10:40-11:05

Lunch Hours Full Day **10:30-12:55**

SCHEDULE H

FINANCIAL PROPOSAL

FOOD SERVICE PROVIDER PERCENTAGE OF SALES

2023-24 _____% Anticipated Return to D304 \$ _____

2024-25 _____% Anticipated Return to D304 \$ _____

2025-26 _____% Anticipated Return to D304 \$ _____

2026-27 _____% Anticipated Return to D304 \$ _____

2027-28 _____% Anticipated Return to D304 \$ _____

The FSMC should provide justification for its sales projections using the following:

Please provide a list of three (3) comparable schools or school districts it serves (with similar enrollment and free/reduced lunch populations) with two (2) prior years’ student and faculty sales data for each.

A	B	C	D	F	G	H	I
School District Name	Total Student Population Enrollment	Free/Reduced Eligibility %	Average # of Operating Days per Year	2021-2022 Total Student & Faculty Sales	2021-2022 Per Capita (Divide Column G by Column B, then divide again by Column D)	2021-2022 Total Student & Faculty Sales	2021-2022 Per Capita (Divide Column I by Column B, then divide again by Column D)
SAMPLE	4,000	15%	170	\$1,600,000	\$2.35	\$1,700,000	\$2.70

This data should be provided in the following table above. A sample is provided for reference.

Please explain any deviations from the specifications (if necessary).

Signature _____

FSMC Name _____

Authorized Signature _____

Name _____

Title _____

Date _____

PROPOSAL RIGGING CERTIFICATE

The undersigned, being duly sworn, deposes and certifies under oath that the company or other entity named below, its officers, employees, and agents, are not barred from bidding on this contract as a result of a violation of the Proposal Rigging or Proposal Rotating provisions of the Public Contracts Section of the Illinois *Criminal Code of 1961* (720 ILCS 5/33E-3, 33E-4) or otherwise under the Contracts section of the Illinois *School Code* (105 ILCS 5/10-20.21). The undersigned acknowledges that the Board of Education may declare the contract void if this certification is false. The undersigned further certifies that he or she has read and understands the Proposal Documents and that his or her proposal is in compliance therewith.

Signature

Typed Name and Title

Company Name

Address

City, State, Zip

Phone Number

Date

Subscribed and sworn to before me this ____ day of _____, 2023

Notary Public

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois *Human Rights Act* or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois *Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.
5. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois *Human Rights Act* and the Department's Rules.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois *Human Rights Act* and the Department's Rules.

7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

We, the undersigned company, certify that we have read and fully understand the attached specifications including any addenda issued. We further certify that we have visited sites and facilities covered by the specifications. We certify that our company meets all of the requirements specified.

Signature

Typed Name and Title

Company Name

Address

City, State, Zip

Phone Number

Date

**TWO-YEAR OPERATING
STATEMENT**

[NAME OF CAMPUS]	2023-2024	2024-2025
Student A la carte		
Adult A la carte		
Special Function		
Client Reimbursement Federal Milk		
Total Sales		
[NAME OF CAMPUS]		
Student A la carte		
Adult A la carte		
Special Function		
Client Reimbursement Federal Milk		
Total Sales		

SCHEDULE M

ALTERNATE FINANCIAL PROPOSAL

FOOD SERVICE PROVIDER COST REIMBURSABLE ALTERNATE

The District may elect to choose to implement a cost reimbursable contract structure at any time during the term of the agreement.

FSMC to specify general and administrative expenses: an allowance for financial reporting, legal tax and audit services, and management oversight provided to the school’s locations by FSMC at the various levels based on % of total sales.

FSMC to specify a management fee as a % of total sales.

- 2023-24 General and Admin Fees _____% Mgmt. Fee _____%
- 2024-25 General and Admin Fees _____% Mgmt. Fee _____%
- 2025-26 General and Admin Fees _____% Mgmt. Fee _____%
- 2026-27 General and Admin Fees _____% Mgmt. Fee _____%
- 2027-28 General and Admin Fees _____% Mgmt. Fee _____%

The FSMC should provide justification for its sales projections using the following:

Please provide a list of three (3) comparable schools or school districts it serves (with similar enrollment and free/reduced lunch populations) with two (2) prior years’ student and faculty sales data for each.

A	B	C	D	F	G	H	I
School District Name	Total Student Population Enrollment	Free/Reduced Eligibility %	Average # of Operating Days per Year	2021-2022 Total Student & Faculty Sales	2021-2022 Per Capita (Divide Column G by Column B, then divide again by Column D)	2021-2022 Total Student & Faculty Sales	2021-2022 Per Capita (Divide Column I by Column B, then divide again by Column D)
SAMPLE	4,000	15%	170	\$1,600,000	\$2.35	\$1,700,000	\$2.70

This data should be provided in the following table above. A sample is provided for reference. Please explain any deviations from the specifications (if necessary).

Signature _____

FSMC Name _____

Authorized Signature _____

Name _____

Title _____

Date _____

REJECTION OF SUBMISSIONS:

The Board of Education reserves the right to accept or reject any or all proposals and to waive any informalities and any and all irregularities in these RFP procedures and to accept that proposal which is in the best interest of the school district. Factors to be considered when determining the best value for the school district are cost, company quality, service history, environmental responsibility, references, and representative professionalism. Low dollar proposal is not the sole factor in awarding the contract. All decisions are final.

WITHDRAWAL OF RFP:

Submissions may be withdrawn by certified return receipt mail or in person prior to the date and time established for the opening of the proposals. The successful bidder may not withdraw, cancel, or modify said proposal after the documents have been opened.

CONTRACT AWARD AND DELIVERY:

The contract will be awarded after June 12, 2023, Board of Education meeting and all contractors/vendors will be informed.

COMPLIANCE WITH LEGISLATION:

The vendor/contractor will comply with all State, Federal and Local legislation, and policies with respect to public school districts. All school policies will be followed which include but are not limited to Sexual Harassment Policy, Sex Offenders Policy, Drug, Alcohol and Smoke Free Campus Policy. In no way shall anyone that has been convicted of any of these violations be permitted on school grounds at any time.

INSURANCE:

The vendor/contractor shall maintain Workers Compensation insurance coverage on all of their employees as required by Illinois Statutes for the life of the resulting contract from this RFP. Comprehensive General Liability & Property insurance coverage shall be maintained by the bidder/contractor to include but not limited to death, bodily injury, personal injury, sexual harassment, and property damage. The limits of liability shall be at minimum \$1,000,000/\$2,000,000 each occurrence and general aggregate respectfully. Business Vehicle Liability insurance shall also be maintained for the life of the contract with minimum liability limits of \$1,000,000 per occurrence. ***Proof of Coverage or Certificates of Insurance must accompany the RFP submission.***

INDEMNIFICATION:

The vendor/contractor shall indemnify and hold harmless the District, its board of education, officers, employees, and volunteers from and against all claims, actions, liability, losses, and costs arising out of any actual or alleged accidents, misconduct, property damage or liability arising from the services provided to the school district from the resulting contract of this bid document. Any cost or expense, including legal fees, incurred by the board of education to enforce this contract shall be borne by the bidder/contractor. Costs associated with any violation of any law, ordinance, statute, rule, or government regulation shall be the responsibility of the bidder/contractor.

GENERAL INSTRUCTIONS / INFORMATION:

1. Proposal shall be delivered on or before the opening date and time.
2. Each vendor shall submit proposal on the form(s) provided.

3. Proposals shall be without erasures or interlineations. No fax submissions.
4. Bidders shall not include taxes in their quotations, which school districts are not subject to; namely, Retailers Occupation Tax (both State and Local), Sales Tax of any kind, Service Use Tax, and any other such applicable tax. The District is exempt from paying Federal Excise Tax.
5. No oral interpretations will be given. Request for information/clarification shall be submitted via email to ktracy@geneva304.org, no later than May 24, 2023.
6. Whereas considerable time and expense has gone into the preparation of the enclosed specifications, deviations are not anticipated. **DEVIATIONS FROM THE SPECIFICATIONS MUST BE DOCUMENTED.** Equivalent or Alternative items may be considered but must be documented as stated. Unless fully documented, such deviations may **DISQUALIFY** a vendor at the discretion of the School District. In setting forth these specifications it is the intention of the school district to offer equal opportunity to all vendors.
7. Vendor is to furnish itemized quotations showing the cost of each item, the total price per address, and the total price of the entire district.
8. Vendor is to name a company representative to handle all details of the resulting contract. This includes servicing of our account to include any and all inquiries by phone, fax, mail, or email.
9. The vendor will supply all product Warranty information, if applicable.
10. The vendor shall assume financial, product and equipment responsibility.
11. Vendor shall be in compliance with all Federal and State Laws applicable to this invitation and the products and services supplied through this invitation.
12. Errors and omissions in the bid documents will not be considered as relief from your submitted quote. If any discrepancies are found they must be submitted in writing to the Associate Superintendent/CSBO, who will issue the necessary clarifications.
13. Unit prices shall be listed separately and as an extended location total. In the case of an error, the unit cost shall prevail for the purpose of the quoted price.
14. The Business Office will make such an investigation as is necessary to determine the ability of the Vendor to fulfill bid requirements. The Vendor shall furnish such information as may be requested by the School District.
15. Delivery of equipment will be taken into consideration by the School District when making the final decision for the contract.
16. The School District reserves the right to return at vendor/contractor's expense any equipment not made or delivered in compliance to specifications or to the terms and conditions of this document.
17. The signing of these documents shall be construed as acceptance of all provisions contained herein.
18. Each vendor shall include with his/her proposal a current brochure and detailed specifications of their services.
19. If vendor/contractor ceases to conduct its operations in the ordinary course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against Vendor/Contractor or an assignment for the benefit of creditors is made by Vendor/Contractor, the School District may cancel this contract without liability except for work previously completed in accordance with the terms, conditions, and specifications contained herein.
20. No recap of the quote summary will be mailed. Any interested party may examine the summary in the business office during normal business hours after the contract has been awarded. If a copy is requested by any party, it will be supplied to the interested party at a cost of .40 cents per page.

CERTIFICATIONS

The undersigned hereby certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Printed Name of Bidder

Submitted by Signature

The undersigned hereby certifies that the Bidder/Contractor is and will remain in compliance with the Equal Employment Opportunity Clause, Sexual Harassment Policy, Drug, Alcohol & Smoke Free Campus policy, Sex Offenders policy and the Illinois Fair Employment Practices Act as stated under Compliance with Legislation.

Printed Name of Bidder

Submitted by Signature

The undersigned hereby certifies that all products sold/leased to The District are in full compliance with Federal, State and Local laws in relation to health and safety requirements for public schools.

Printed Name of Bidder

Submitted by Signature

The undersigned hereby agrees to the **Delivery Date** as stated in this invitation to bid.

Printed Name of Bidder

Submitted by Signature

CERTIFICATION OF BIDDER

The undersigned hereby certifies he/she has read, understands, and agrees that acceptance by the District of the Bidder's offer by issuance of a signed Letter of Acceptance, (specifications and bidding conditions contained therein) will create a binding contract.

Printed Name of Bidder	Bid Submitted by Signature
Address	Title of Authorized Signer
City, State Zip	
Phone Number	Date

COMPANY INFORMATION

Company/Contractor Bidding:

Company _____

Agent _____

Address _____

Phone _____

Number of years company has been in business: _____

**REFERENCES
OF OTHER SCHOOL DISTRICTS**

1.)

School Name

Address, City, Zip

Contact Person

Phone

2.)

School Name

Address, City, Zip

Contact Person

Phone

3.)

School Name

Address, City, Zip

Contact Person

Phone

BID SUBMISSION CHECKLIST

- _____ Certification Signature Pages
- _____ References
- _____ Certificates of Insurance
- _____ Equipment & Service Brochure
- _____ Bid Due Date: 6/6/2023, 3:00 p.m.

Return bid documents to:
Geneva CUSD 304
227 N. Fourth Street
Geneva, IL 60134