



LaGrange Highlands School District 106
1750 W. Plainfield Road
LaGrange Highlands, IL 60525

INVITATION TO BID

For

Food Service Program

May, 2021

LaGrange Highlands School District 106
1750 W. Plainfield Road
LaGrange Highlands, IL 60525

**BID DOCUMENT FOR
Food Service Program**

BID OPENING: Thursday, Wednesday, June 2, 2021 AT 10:00 A.M.
LaGrange Highlands School District 106
1750 W. Plainfield Road
LaGrange Highlands, IL 60525

PUBLIC NOTICE

LaGrange Highlands School District 106 Board of Education is accepting bids for its **FOOD SERVICE PROGRAM** for the 2021-2022 school year.

NOTICE is hereby given that sealed bid proposals for a **FOOD SERVICE PROGRAM** will be received until Thursday, Wednesday, June 2, 2021 at which time the bids will be publicly opened and read at 10:00 A.M. at LaGrange Highlands School District 106, 1750 W. Plainfield Road, LaGrange Highlands, Illinois 60525. The bid document including specifications is available at the same address.

There will be a **mandatory** pre-bid meeting on Thursday, May 20, 2021 at 10:00 AM at the District office located at 1750 W. Plainfield Road, LaGrange Highlands, Illinois, followed by a tour of the cafeteria at both schools.

The Board of Education reserves the right to accept and/or reject all bids, to waive irregularities in the bidding procedure, and to make all decisions in the best interest of the District.

For additional information, call Mr. Michael Duback, Chief School Business Official, at (708) 246-3085.

Dated this 13th day of May, 2021

Board of Education
LaGrange Highlands School District 106
County of Cook, State of Illinois

SECTION I - INSTRUCTIONS AND GENERAL CONDITIONS

PURPOSE OF INVITATION TO BID

The purpose of this invitation to bid is to provide for the operation of LaGrange Highlands School District 106's food service program. The District currently operates an A la Carte based food service lunch program for students and staff at both Highlands Elementary and Highlands Middle Schools.

The organization or individual responding to this bid will be referred to, as the **Food Service Management Company (FSMC)** and the contract will be between the **FSMC** and LaGrange Highlands School District 106, the **School Food Authority (SFA)**. The **FSMC** will provide support, direction, and consulting service for the operation of the food program including purchasing, receiving, storing, setting up cafeteria lines, counter service, cashiering (when necessary), cleanup, sanitation, training, hiring and supervising personnel, and presenting food in a way to create optimum student participation.

Additionally, Bidders shall be required to submit information, as a Mandatory Alternate, regarding the provision of food services for "Special Functions." The term "Special Functions" relates to supplemental catering services (including food, preparation, presentation, etc.) which may be requested by District in conjunction with events other than scheduled lunches addressed in the Base Bid. District shall not be required to use the services of the Contractor for such "Special Functions," but the Contractor shall be required to provide "Special Functions" services to District, if requested by District, in accordance with the terms and provisions set forth in the Mandatory Alternate section of the Bid Forms.

This document and the bid (and all required submittals) of the highest responsible, responsive vendor shall form the basis of the contract and may collectively herein be referred to for convenience as the "Food Service Agreement or Contract".

The District will make such investigation as is necessary to determine the ability of the Bidder to fulfill bid requirements. 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 the Contract.

ADMINISTRATIVE GUIDANCE

The information provided herein is intended to assist **FSMC's** in the preparation of a bid to properly respond to this bid. The specifications are designed to provide interested **FSMC's** with sufficient basic information to submit bids meeting minimum requirements but is not intended to limit a bid's content or exclude any relevant or essential data. **FSMC's** are at liberty and are encouraged to expand upon the specifications to evidence service capability under any Food Service Agreement.

BID SCHEDULE

The following schedule has been established with respect to the **Invitation to Bid for Food Service Program**:

Public Notice Publication:	Thursday, May 13, 2021
Bid Package Availability:	Thursday, May 13, 2021
Mandatory Pre-Bid Meeting:	Thursday, May 20, 2021; 10:00 AM
Bid Submission Deadline:	Wednesday, June 2, 2021; 10:00 AM
Public Bid Opening:	Wednesday, June 2, 2021; 10:00 AM (Immediately following Submission Deadline)

ISSUING OFFICE

Any questions concerning the requirements of the specifications and/or work shall be in writing and mailed or emailed to the District at the following address:

Mr. Michael Duback, Chief School Business Official
LaGrange Highlands School District 106
1750 W. Plainfield Road
LaGrange Highlands, IL 60525
(o)(708) 246-3085
mduback@district106.net

After bid documents are available for distribution, prospective Bidders may contact the District regarding this request for sealed competitive bids as set forth above or during the mandatory pre-bid meeting. Communication with District representatives in a manner other than identified herein may result in disqualification.

MANDATORY PRE-BID MEETING

A **mandatory** pre-bid meeting and tour will be held at **10:00 a.m. on Tuesday, Thursday, May 20, 2021**. All contractors submitting bids are required to attend. The purpose will be to answer any questions that prospective Bidders may have regarding the Bid documents and the District’s food service program. Only Bidders present at this meeting will be permitted to submit a bid, and a prospective Bidder’s failure to attend the **mandatory** pre-bid meeting shall render any subsequent submission by said Bidder “non-responsive”. Following the meeting, a tour of both sites will be conducted. This will be the only time the Bidders are allowed to tour the facilities.

Prior to or after the pre-bid meeting, no oral interpretation will be made to any company as to the meaning of the specifications. All vendors will receive an answer to the questions asked at the meeting no later than seventy-two (72) hours after the pre-bid meeting. Every interpretation will be in the form of an addendum to the specification 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 Food Service Agreement and all companies shall be bound by such addenda.

BID RESPONSE DUE DATE

A copy of your bid must be received at the LaGrange Highlands School District 106 District Office, 1750 W. Plainfield Road, LaGrange Highlands, IL 60525, prior to **10:00 a.m. on Thursday, Wednesday, June 2, 2021**. Any bid in route, either in the mail or other locations in the School District will not be considered timely and will be returned unopened. Bids received after the deadline will be late and ineligible for consideration. No bid received after the date and time specified will be considered. The FSMC assumes the risk of delay in the handling or delivery of mail.

BID SELECTION

The Board of Education reserves the right to reject any and all bids, to accept bids in whole or in part, and to waive any irregularities or defects in any bid, should it deem such action to be in the best interest of the District. The Food Service Agreement will be awarded, if at all, to the lowest responsive and responsible Bidder as determined by the bid criteria and by the Board of Education. In determining the same, the financial responsibility of the Bidder (i.e., bid price) will not be the sole criterion. The Board is equally

concerned with the proven ability of the Bidder to satisfactorily perform the contract so that the service will be provided in accordance with the proposed Food Service Agreement which shall be determinative of the lowest responsible bidder. The Bidder agrees that it shall enter into a Food Service Agreement in substantially the form of the agreement attached to this bid document. The terms of this bid document and the Food Service Agreement shall constitute the entire agreement between the parties.

BID SUBMISSIONS-PROCEDURES

- A. These Instructions are to be considered an integral part of any bid.
- B. Bids shall be submitted on the forms provided with these Bid Documents. **Bids shall be in a sealed envelope properly marked with "Do Not Open – Invitation to Bid - Food Service Program" and the date and time of bid opening.** Bids must be delivered, on or before Thursday, Wednesday, June 2, 2021, at 10:00 a.m. and addressed to:

Mr. Michael Duback, Chief School Business Official
LaGrange Highlands School District 106
1750 W. Plainfield Road
LaGrange Highlands, IL 60525
- C. Bids may be withdrawn by writing or in person prior to the time and date established for the opening of bids, so long as such withdrawal is actually received by the District before the time and date established for the opening of bids.
- D. All bids shall be submitted with each space properly completed. Bidders are advised that no claim for relief because of errors or omissions in the bidding will be considered, and Bidders will be held strictly to the bids as submitted. Should a Bidder find any discrepancies in or omissions from any of the Bid Documents, or be in doubt as to their meaning, the Bidder shall so advise Mr. Michael Duback, Chief School Business Official, (either during the mandatory pre-bid meeting or in writing, as set forth above) and the District may elect to issue necessary clarifications to all prospective Bidders by means of written addenda.
- E. No employee of the District is to be extended any form of gratuity in connection with this request for bids.
- F. Once the bids have been opened, such bids may not be modified in any way without the written approval of District. All Bidders will be bound by any and all math calculations, misquotes or mistakes of any kind once the bids have been opened. Once a bid has been accepted, it may not be modified or rescinded without the approval of the District.
- G. By submitting its bid, a Bidder certifies and represents that it shall keep its bid open and binding for a period of ninety (90) days following the Bid Opening date, and that Bidder shall sign the Agreement in substantially the form attached to this bid within ten (10) days of the District's request that the Bidder execute the same. Bidder's failure to either sign the Food Service Agreement within ten (10) days and/or Bidder's failure to keep its bid open and binding for a period of ninety (90) days shall result in forfeiture of, and/or liability under, Bidder's Bid Bond to District, together with any additional remedies or damages District may be entitled to under law or equity.
- H. The submission of a bid will be construed as an indication that the Bidder is fully informed as to the extent and character of the service required and can offer the services satisfactorily in

compliance with the Specifications and other Bid Documents. The items and criteria set forth herein are minimal standards and statements and shall be provided for in bid submissions and contractual arrangements.

- I. Bidders may not plead misunderstanding or deception because of estimates, representations regarding the current level and/or scope of services, estimate of quantities, or of the character, location or other conditions pertaining to the Food Service Agreement. Before submitting a bid, the Bidder shall carefully examine the Specifications and other Bid Documents. The Bidder may inspect the performance site and become familiar with all local conditions affecting the Food Service Agreement during the mandatory pre-bid meeting.
- J. BIDS MAY NOT BE SUBMITTED VIA FAX.
- K. In the event any addenda are issued, they will be e-mailed to all Bidders who attend the mandatory pre-bid meeting. Copies of addenda will also be made available for inspection wherever bidding documents are on file for that purpose. Each Bidder shall ascertain, prior to submitting a bid, that the Bidder has received all addenda issued, and the Bidder shall acknowledge the receipt of addenda on its Bid forms.
- L. The bid shall be submitted **in duplicate** on the attached Bid Forms. **(One original and one additional copy will be sufficient to comply with this requirement)**. All blanks on the Bid Form shall be filled in by typewriter or manually in ink. The bid shall not contain any interlineation, alteration or erasure. Any necessary corrections or supplemental provisions shall be set forth in narrative form, on a separate sheet submitted in conjunction with the Bidder's submission. The Bid Forms shall be signed (where indicated) by the person or persons legally authorized to bind the Bidder to the Food Services Agreement. A bid by a corporation shall further give the state of incorporation.
- M. The Mandatory Alternate regarding "Special Functions" must be placed in the same envelope with the bid.
- N. Any other explanation, statement or alternate which the Bidder wishes to make must also be placed in the same envelope with the bid but shall be written separately and independently of the bid. Unless the Bidder so indicates, it is understood that the Bidder has bid in strict accordance with the Specification and Bid Document requirements. Alternate bids will be considered only secondarily to the contract specifications. Any alternates submitted must be thoroughly detailed to merit consideration.
- O. By submitting its bid, a Bidder certifies the accuracy of all materials, statements, and representations contained therein and the Bidder expressly agrees that it will execute (if requested by District) the Food Services Agreement within the time period identified above. In addition, the Bidder acknowledges that the terms and provisions contained herein are material with respect to its undertakings contemplated under the Food Services Agreement. Bidders must satisfy themselves, upon examination of the Specifications and other Bid Documents, as to their intent. After the submission of the bid, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained from any party.

TERM OF FOOD SERVICE AGREEMENT

The period of the initial contract shall be for one (1) year beginning July 1, 2021 ending June 30, 2022. Both Parties may mutually agree to renew the Contract in writing thereafter, on a year-to-year basis. The compensation to be paid by District to Contractor employees during the extension periods, if any, shall be increased by CPI for all urban consumers for all items published by the U. S. Department of Labor (CPI-U) ending December 31st unless an adjustment is negotiated between the District and the Contractor. The agreement cannot be assigned by either party without the written consent of the other. Notwithstanding the foregoing, the Food Service Agreement may be terminated in accordance with the Food Service Agreement's termination provisions.

BID SUBMISSIONS - CONTENT

Bidders submitting a bid must have a minimum of three years of experience providing food service management to schools of similar size and sales volume. To this end, each interested Bidder should furnish, as part of its bid, a complete general description of its experiences in the field of food service management operations. Failure to meet the requirements listed below will result in disqualification. The following must be included as a minimum:

NARRATIVE

1. Name and address of Food Service Management Company.
2. Name of supervisory management personnel expected to be directly responsible for the food service operations of LaGrange Highlands School District 106. Indicate location and specific responsibility for supervisory management and support services personnel. Include brief resumes, with experience and educational background of each. Include an organizational chart detailing support services available to LaGrange Highlands School District 106.
3. Resumes of the proposed food service management team for LaGrange Highlands School District 106, including educational background, experience, length of time he/she has worked for your company, and advantages to be gained by the District for having these persons as part of the Bidder's food service management team. Bidder shall designate a "Food Service Manager" as a full-time employee assigned exclusively to LaGrange Highlands School District 106. The Food Service Manager candidate must currently be employed by the company and must have been employed by the current company for a minimum of two years. Resumes must include current client involvement. If possible, one Support staff must be a locally based registered dietician that has been a full-time employee of the company for a minimum of one year.
4. Duration and extent of experience in the operation of institutional food service. Bidder must currently be providing food management services to a minimum of three public school districts of similar size and sales volume.
5. A list of all operations and locations where Bidder is currently operating institutional food service accounts. Provide length of time, name, address, and telephone number of a contact person for each operation.

6. Please provide a list of all Illinois school district contracts lost in the last three years.
7. A list of names of all owners of the company or principals of the corporation.
8. Internal accounting programs available to the District. Please provide sample accounting forms for our review, including but not limited to methods of reporting sales, inventory control, cash handling, internal audit systems, regular accounting forms and regular reports. Include a sample of your monthly operating report(s), together with your submission frequency schedule (daily, weekly, and/or monthly, etc.). Note: District shall request that such forms be revised, if necessary, to show the following minimum entries: current month's activities, previous month, same month previous year, year-to-date totals, previous year-to-date totals.
9. An outline of Bidder's purchasing program and purchasing specifications.
10. Representations regarding the Bidder's agreement to comply with requested minimum insurance levels and (if applicable) a description of the kinds and amounts of supplemental insurance to be carried if Bidder's bid is selected.
11. Annual reports or financial statements prepared or certified by a licensed public accountant for the past three (3) consecutive years. Financial reports must be in conformity with U.S. generally accepted accounting principles.
12. A description of Bidder's marketing plan, the cost of which must be included in Bidder's Base Bid.
13. A description of Bidder's communication plan relative to staff, students, and parents.
14. A description of training programs for hourly employees and management personnel. This narrative shall include a discussion of the Company's management philosophy, particularly addressing the relationships between Contractor's management and staff and between Contractor's management and District.
15. Contractor will be required to provide management staff as deemed necessary by Contractor in consultation with the District to fully service the District's Food Service Program at the minimum levels identified in the Bid Documents. The Bidder shall provide a detailed staffing chart and benefit package in the bid, indicating levels of service the Bidder deems appropriate to fully perform under the Food Services Agreement. A complete and detailed description of Bidder's employee benefits and costs including insurance coverage's, deductibles, co-payments, employee contributions, etc. must be included if it is deemed necessary by the Bidder that benefits are required to be provided.
16. The Bidder's bid shall include a narrative indicating its proposed staffing patterns, based upon (and compared to) the Bidder's review of District's current staffing levels and historical sales patterns, and shall develop its proposed staffing pattern in order to achieve both cost efficiency and exemplary service.
17. Bidder shall provide a narrative relating to innovation and promotion of District's Food

Service Program, including a discussion of recommended changes to District's current program, costs and benefits of recommended changes, change implementation procedures, staffing models, staffing involvement techniques, examples of service and merchandising programs, procedures for promotion and implementation of awareness and participation, recommendations regarding facility/equipment changes and transition plan information, and options regarding increased involvement of students, teachers, administrators and parents in program evaluation and menu selection.

18. Bidders shall provide a narrative regarding menu selection, specifically including (a) recommended sample menus, if different from, or supplemental to, items identified on the Bid Forms; (b) food quality standards; and (c) portion quantities and standards.

BONDS

19. **Performance Bond:** At the District's discretion and as a condition to entry into this contract, the successful vendor must be required to provide to the District a performance bond equaling ten percent (10%) of the anticipated annual sales of the program, which are estimated to be at least \$80,000. The cost of the performance bond shall be listed as a separate line item in the bid. This performance bond will guarantee the vendor's faithful performance throughout the life of the contract.
20. **Bid Bond:** A deposit in the form of a certified check or surety bonding in the amount of 10% of the anticipated annual sales issued by a bonding company authorized to do business in the State of Illinois and on the US Department of Treasury list of approved sureties and shall be made payable to LaGrange Highlands School District 106 must be included with the bid. No other form of bid deposit shall be considered. All bids without a surety bond or certified check will be disqualified and will be considered as non-responsive. The bond or certified check will be returned to an unsuccessful FSMC upon award of the contract.

ALL BID FORMS MUST BE COMPLETED AND SUBMITTED IN FULL BY EACH BIDDER.

SECTION II - SPECIFICATIONS

All specifications set forth herein reflect minimal requirements.

OBJECTIVES OF LAGRANGE HIGHLANDS SCHOOL DISTRICT 106

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

1. To provide an appealing and nutritionally sound program for students and staff as economically as possible.
2. To promote nutritional awareness whenever the food service can interface with District programs.
3. 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.
4. Provide a management staff and structure, which will accomplish an upgrade for our school food program and ensure that the District's school food program is one of consistent top quality and of positive regard by students, staff and the public.
5. Establish a formal structure to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.
6. Establish a formal structure to routinely and continuously gather input from students, staff and the public about food services.
7. Establish and conduct management and staff training programs which will ensure compliance with the laws of the State of Illinois and all Federal/USDA laws, staff development, proper supervision, and consistent quality control both in production and service.
8. Provide District Administration with monthly operating statements, required free and reduced reports, and information regarding the food service program.
9. Shall serve free, reduced price and paid meals and/or milk to children designated by the District.
10. The District currently does not participate in the National School Lunch Program but will require any FSMC to be able to comply with the National School Lunch Program should the District decide to participate in the NSLP.

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 District shall be responsible for the cost of the food service program as indicated in the

bid specifications and entitled to all receipts.

- C. The District shall monitor the food service program through periodic on-site reviews to include the inspection of meals, food preparation, storage and service areas, sanitation practices, and procedures for accurately counting and claiming meals.
- D. The District reserves the right to use other food service providers (including vending machines, caterers, etc.)
- E. All net income accruing to the District from the food service program shall remain in the program.

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 local County, State or Federal Governments.
- E. The FSMC may choose to structure an administrative fee for its service and management. All other program costs must be clearly delineated and supporting documentation must be provided to the District. These fees will not increase during the term of this contract unless an adjustment is negotiated between the District and the FSMC.

3. Services

All such addenda shall become part of the contract and all companies shall be bound by such addenda, whether or not received by the company.

SPECIFICATIONS

1. The District will operate a program that would be in compliance with the National School Lunch Program

- A. FSMC costs shall include all expenses associated with the operation of the food service program as submitted in the financial budget of the bid (Schedule E), on-site costs, all food costs, administrative and management fee.
- B. The contractor shall submit a budget in March of each year or earlier, if requested, to the District to be used in its budget process. Meal prices, labor costs, food costs, etc. stated in the budget shall be established by the District. The District shall retain ultimate control over meal prices, labor costs, food costs, and other appropriate elements of the food service program.
- C. Terms of the actual agreement with the successful FSMC will be developed through negotiation

and shall be consistent with the rights reserved by the District as described herein.

2. District and FSMC Responsibilities

A summary of cost responsibilities is contained in Schedule A.

A. Equipment - District

- (1) The District shall be responsible for any losses that may arise due to equipment malfunction owned by the District or loss of electrical power not within the control of the FSMC.
- (2) 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.
- (3) 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.
- (4) The District shall furnish and install any equipment or make any structural changes needed to comply with Federal, State and local laws. It is the responsibility of the FSMC to provide the District with a list to be in compliance.
- (5) The District must give prior approval and have final authority for the purchase of equipment used for storage, preparation, serving or delivery of school meals.

B. Equipment - FSMC

- (1) The FSMC shall recommend replacement of expendable equipment to the District.
- (2) All food preparation and serving equipment owned by the District shall remain on the premises of the District.
- (3) 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.
- (4) The FSMC shall recommend to the District the purchase of new or replacement equipment as needed.
- (5) The FSMC shall account for all equipment and protect it from pilferage or destruction.
- (6) The FSMC shall operate and care for all equipment and food service areas (walls, windows, lights, etc.) 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.
- (7) The FSMC and District shall inventory the equipment and supplies owned by the District at the beginning of the school year and end of the school year, including but not limited to flatware, trays, and kitchen utensils. The FSMC will be responsible for correcting any discrepancies that are not the result of normal wear and tear within 30 days of the end of

the school year inventory.

- (8) The FSMC shall surrender all equipment and furnishings in good repair and condition to the District upon termination of the contract, reasonable wear and tear expected.

C. Repairs - District

The District will be responsible for:

- (1) Maintenance of major equipment owned by the District in need of repair, except when damages result from the use of less than reasonable care by the FSMC employees as determined by the District.
- (2) Maintaining the facilities in a good state of repair and free from vermin.
- (3) 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 unless the damage is caused by the FSMC's employees.

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 negligence or misuse.

E. Use of Facilities - District

- (1) 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.
- (2) 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.
- (3) 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.
- (4) The District shall have unlimited access to all areas used by the FSMC for purposes of inspections and audits.

F. Sanitation/Safety - District

- (1) The District shall remove all garbage and trash from the designated areas.
- (2) The District shall be responsible for cleaning of ducts and hoods above the filter line and floors in the dining, serving and kitchen areas.
- (3) The District shall be responsible for painting and/or decorating within the kitchen and

dining areas.

G. Sanitation/Safety - FSMC

- (1) The FSMC shall place garbage and trash in designated areas.
- (2) The FSMC shall clean the kitchen area, including but not limited to sinks, counters, tables, chairs, silverware and utensils.
- (3) The FSMC shall comply with all local and state sanitation requirements in the preparation of food.
- (4) The FSMC shall maintain safety programs for employees as required.
- (5) 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.
- (6) The FSMC shall cooperate in any District recycling program efforts.

3. FSMC Employees

- A. The FSMC is expected to provide training and development programs for its employees.
- B. The FSMC is expected to maintain staffing sufficient to meet the needs of the food service program together with all attendant cashiering and accounting services.
 - (1) The FSMC is expected to develop a plan and provide a recommendation for current hours, wages and number of positions.
 - (2) 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 and Board Policies of the District.
 - (3) The FSMC and its employees shall comply with all wage and hours of employment requirements of Federal and State law.
 - (4) Any collective bargaining agreement entered into between the FSMC and its employees shall include a no strike provision and such collective bargaining agreement shall be subject to renewal only during the summer months when school is not in session.
 - (5) All employees of the FSMC shall be paid in accordance with the Fair Labor Standards Act, as amended and any other applicable statutes.
 - (6) The FSMC shall comply with Title VI of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Agriculture issued there under and any additions of amendments thereto.
 - (7) 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 bid a full description of the proposed benefit package, including but not limited to, levels of

coverage, co-payment features and any other limitations.

- (8) 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.
- (9) The FSMC and SFA shall mutually agree upon any changes to the staffing patterns provided in the FSMC response.
- (10) The SFA shall submit to the FSMC a current schedule of employee positions and hours of work in Schedule B. FSMC's are required to indicate the hours worked, hourly wage rates, number of days paid, annual wage totals and annual benefit costs projected (if any). Bids must include a detailed outline of the benefit eligibility requirements, benefits provided and the timeline indicating when the employee will be covered by the benefits (if any benefits are offered).
- (11) Contractor shall maintain a sufficient number of substitute employees who will cover schedules when a regular employee is absent. Food service manager will cover if nobody is available. All employees of the FSMC must have fingerprint-based criminal history background checks approved by the District Administration and if necessary legal counsel and be on file in the District before starting employment.
- (12) The SFA reserves the right to require the removal or transfer 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. The SFA reserves the right to require a change in assignment of a particular employee.
- (13) In the event of the removal or suspension of any employee, the FSMC shall immediately restructure its staff without disruption in service. Food service manager will cover if nobody is available.
- (14) The FSMC shall conduct periodic training for all food service employees. A copy of the training and development program should be provided with the bid.
- (15) Every FSMC employee or substitute employee, prior to starting in the District, will be brought to the District for a pre-screening interview with the Chief School Business Official, Superintendent, or designee.
- (16) The contractor shall assign for duty at areas designated by the District, only employees of high moral character, who must be acceptable to the District.

For each FSMC employee or substitute employee, the District will receive from the contractor composite information about the criminal and disciplinary records, including alcohol or other substance abuse, Department of Children and Family Services complaints and investigations, traffic violations, and license revocations or any other licensure problems of each perspective employee and will have negative tests for illegal drugs and no criminal or felony convictions on a background check. If the employee or substitute employee satisfies these requirements, the District will pre-screen the candidate by conducting an interview at the District assuming he/she has met all of the requirements of employment per the laws of the State of Illinois and the Illinois School code. Once pre-screened and approved by the District, the candidate will be authorized

to submit to a fingerprint-based criminal history background check as per the requirements detailed below.

(17)

Pursuant to Section 10-21.9 of the *School Code*, all employees or substitutes of the contractor who are expected to or may have a consistent presence in District schools will also be required to authorize the District to conduct a fingerprint-based criminal background check with the Illinois State Police. The fingerprint-based criminal history background check for each employee will be completed by the District or Cook County Sheriff's Office once the employee has given his/her consent. The District will invoice the contractor for the cost of the fingerprint-based criminal history background check conducted by the District. No employee, substitute, or contractor that has been convicted of any of the enumerated offenses in 105 ILCS 5/10-21.9 shall provide any services to the Board. The employee or substitute will not be allowed to work in the District until the fingerprint-based criminal history background check has been reviewed and approved by the District administration and, if necessary, its legal counsel. Each employee or substitute will be subject to an annual fingerprint-based criminal history background check prior to the start of school. If a current fingerprint-based criminal history background check is not on file, the employee or substitute will not be able to work in the District until one is completed, received by the District, and reviewed by District administration and, if necessary, its legal counsel.

If an employee is terminated or resigns, the Contractor is obligated to find a replacement within 48 hours subject to a pre-screen/interview of the candidate by the District, passing his/her fingerprint-based criminal history background check, and all other requirements of employment as outlined herein.

- (18) Pursuant to Section 24-5 of the *School Code*, all employees of the contractor must provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall consist of a physical examination by a physician licensed in Illinois or any other state to practice medicine and surgery in all its branches, a licensed advance practice registered nurse, or a licensed physician assistant not more than 90 days perceiving time of presentation to the board. All physical examinations shall be at the cost of the contractor.
- (19) For each FSMC employee and substitute, both prior to employment and annually thereafter, the District shall perform checks of the Statewide and National Sex Offender Database, as authorized by the Sex Offender Community Notification Law (730 ILCS 152/101 et seq.), and the Statewide Child Murder and Violent Offender Against Youth Notification Law (730 ILCS 154/75-105). All results will be maintained and on file with the District.
- (20) The FSMC shall ensure, at its own expense, that all individuals performing services on the FSMC's behalf in the public schools of the district shall be administered tuberculosis screening prior to performing such services in the public schools of the District, and shall ensure that all such individuals comply with all requirements established by the Illinois Department of Public Health.
- (21) All food service personnel assigned shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.

- (22) The FSMC shall provide daily on-site supervisory personnel for the overall food service.
- (23) The FSMC shall conduct periodic training on various food service related topics for all food service employees. Food safety and sanitation training must be conducted as per required by law.
- (24) The FSMC shall furnish, and FSMC's employees shall be required to properly wear and display, a photo and/or identification badge at all times they are providing services for the District. (A photo ID is preferred).
- (25) FSMC shall maintain and supply the following records and information to District upon request:
 - (a) Name: first, middle and last
 - (b) Health certificate and date issued
 - (c) Evidence of freedom from tuberculosis
 - (d) Proof of age
 - (e) Proof of drug testing

4. 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.

The FSMC will be responsible for implementing policies covering free and reduced meal 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 current eligibility levels are included in the attachments of this Bid (Schedule D).

5. Prices/Portion

The FSMC shall recommend meal prices and portions for approval by the District. The FSMC shall not alter the prices during the life of the contract, once approved, except that in the event this contract is renewed, prices may be modified with prior notice and approval by the District.

6. Purchase Specifications and Rebates

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 Food Service Account.

Please provide a narrative regarding rebates. The narratives should discuss the frequency and amounts of rebates that the FSMC will receive related to the LaGrange Highlands School District 106 food service program, and how the FSMC plans on passing the rebates along to LaGrange

Highlands School District 106.

7. Nutrition and Wellness

The District expects the FSMC to continue current nutrition practices. Please provide a narrative addressing how the FSMC plans to continue current nutrition practices.

- A. The District expects the FSMC to develop a plan for the possibility to begin serving grass-fed beef and fresh and free-range poultry, both of which are free of antibiotics and growth hormones. This plan should outline how these items can be procured at minimal cost to the program.
- B. Fresh fruits and vegetables are used frequently; frozen produce is substituted when fresh items are not available or in season. The District expects the FSMC to develop a plan for the possibility of procuring and using fresh fruits and vegetables in the majority of meals served throughout the year.
- C. The District expects the FSMC to develop a plan for the possibility of procuring and using organic produce.
- D. Only whole wheat buns and breads are served.
- E. The FSMC commits to exploring the use of dairy products that are hormone- and antibiotic-free.
- F. The District attempts to eliminate artificial sweeteners, artificial coloring, high-fructose corn syrup and aspartame. The FSMC will seek the District's approval before using any foods containing the aforementioned ingredients.

8. Meals

- A. The FSMC shall promote maximum participation.
- B. The FSMC shall provide condiments and biodegradable utensils as needed.
- C. The FSMC shall use the District facilities for the preparation of food to be served in the designated attendance units.
- D. The current meal prices are listed on Schedule R.
- E. FSMC shall adhere to a menu cycle approved by the District and which meets USDA requirements. District reserves the right to modify menu offerings during the term of the agreement. At a minimum, all beef and chicken is USDA inspected. Chicken is Grade A. Whole muscle, raw beef products will be USDA choice.
- F. The FSMC shall provide upon request by the District menus to be reviewed.
- F. In addition to an A la Carte menu which is attached as Schedule R, the FSMC should provide a "Plate Lunch/Blue Plate Special" and provide that plate lunch to students in the free or reduced lunch program.
- G. The FSMC will conduct taste tests on a regular basis at no additional cost to the District; if the response is favorable, the FSMC will incorporate these items into the menu on a regular basis.

9. Quality of Food Program

- A. Describe your philosophy for each of the following:
 - (1) Menu selection (include menus you will implement)
 - (2) Food Quality
 - (3) Portion Quantities
- B. Actual menus to be implemented.
- C. Provide a listing of A la carte items and proposed prices.
- D. Why are your menus better than other FSMC's?
- E. How is your food quality better than your competitors?
- F. The FSMC shall provide, upon request by the District, menus to be reviewed and approved by the District and available for distribution fifteen (15) days prior to preparation and service of foods.

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. Ownership of beginning and ending inventory of food and supplies shall remain with the FSMC.
- C. The FSMC shall honor existing contracts if advantageous to the District.
- D. 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, 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:
 - (1) Daily bookkeeping and recording functions
 - (2) Monthly Profit and Loss Statements
 - (3) Annual Budgeting
 - (4) Cost and Inventory Controls
 - (5) Preparation of records for annual audit by District
- (a) Describe complete accounting procedures you would use:
 - 1. Inventory Control
 - 2. Method of recording, checking and reporting sales
 - 3. Internal control of cash handling
 - 4. Internal audit systems
 - 5. All regular accounting forms used with detailed explanations

6. All regular reports used with detailed explanation

(b) Provide examples of the reports you will provide the District and the frequency of each. List other assistance you will provide the District (and costs, if extra).

- B. The FSMC shall request, receive and verify for payment all supplies used in conjunction with the food service program.
 - C. The FSMC will provide monthly any other reports to the District, which describe operating costs, meals per labor hour, meals served, free and reduced participation, milk counts, etc.
 - D. The FSMC shall bill the District for the actual direct costs of operation incurred at the close of each month of program operation.
 - E. LaGrange Highlands School District 106 shall make payment within forty-five (45) days to the FSMC for the direct costs of operation plus administration and management fee, after receipt of an invoice.
 - F. The FSMC shall provide LaGrange Highlands School District 106 with a year-end statement, 60 days after the close of the school term.
 - G. 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.
 - H. The District, at its own expense, shall audit the FSMC's operations as part of its year-end audit.
 - I. 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.
 - J. Books and records of the FSMC pertaining to the school feeding 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.
 - K. No payment shall be made for meals or beverages that are spoiled or unwholesome at time of delivery, or do not meet the requirements of the contract.
 - L. Material data sheets will be provided to the district for all cleaning products used.
 - M. FSMC shall count cash drawers daily at the end of the serving period and forward all monies collected to the District designee in accordance with District's instructions.
12. Involvement of Students, Staff, and Patrons
- A. The FSMC shall provide time for regular meetings between the Food Service Director and the Business Manager, Nutrition Committee (if convened) and other students and staff to determine ways to improve the program.
 - 1. What is your philosophy and plans regarding involvement of students, teachers, building administrators and parents in program evaluation and selection of menus, discussion of nutritional issues, etc.?

2. Please provide a sample of how written communication will exist between the FSMC and their employees; the FSMC and school district students, staff, and management. Indicate how often communication would occur.

- B. The FSMC will provide the Food Service Director 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.

14. Licenses, Fees, Taxes

- A. Throughout the entire contract period and all subsequent renewals, the FSMC shall obtain and maintain all applicable licenses, permits, and health certificates required by federal, state and local law.
- B. The FSMC shall have state or local health certification for any facility outside the district in which it proposes to prepare meals, if applicable, and must maintain this health certificate for the duration of the contract.
- C. Collection and payment of all Federal, State, and local taxes, licenses, etc., applicable to the foodservice program and/or the FSMC's direct employees thereof shall be the responsibility of the FSMC.
- D. Sales tax liability will be at the FSMC's expense, and cannot be passed on to the District by the FSMC.
- E. The FSMC and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property in the State of Illinois in accordance with Section 10-20.21(b) of the School Code (105 ILCS 5/10-20.21 (b) and the Illinois Use Tax Act (35 ILCS 105/1 et seq.).

15. Income

The District shall receive all income from the program(s) and deposits by the FSMC into the school cafeteria fund accounts.

16. Insurance

During the term of this Agreement, FSMC, at its sole cost and expense, and for the benefit of SFA, shall carry and maintain the following insurance:

§ Commercial General Liability insurance, insuring against all liability of FSMC related to this Agreement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate;

§ Automobile liability Insurance with a combined single limit of \$1,000,000;

§ Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for FSMC's respective employees with Employers Liability of limits of \$1,000,000 Each Accident; \$1,000,000 Disease – Each Employee; \$1,000,000 – Policy Limit;

§ Umbrella or Excess Liability insurance providing follow form coverage to the underlying coverages with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) general aggregate;

§ Cyber Liability/Identity Theft insurance with limits of One Million Dollars (\$1,000,000) per claim and in the aggregate including defense costs; and

The General Liability and Umbrella or Excess Liability insurance shall include Sexual Misconduct coverage. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The Commercial General Liability, Automobile Liability, Umbrella or Excess Liability insurance policies shall name SFA, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the SFA. The Cyber Liability policy must also name the Client, its Board, Board members, employees, agents, and successors as an additional insured and provide an exemption for additional insureds in the "Insured vs Insured" exclusion. FSMC shall provide SFA with certificates of insurance and/or copies of policies reasonably acceptable to the SFA evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling SFA to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to Client.

The FSMC waives all right against SFA 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 in addition to, or contributing with any other insurance carrier by the SFA.

The SFA 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 Agreement, the SFA 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 SFA 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 unless required by law.

To the fullest extent allowed by law, FSMC agrees to reimburse defense costs, indemnify, and hold harmless SFA from and against all injuries, loss, causes of action, claims, liability, damages, or judgments, including costs, expenses, and attorneys' fees, to the extent arising from (1) FSMC's acts and/or errors and/or omissions in the performance of its obligations under the contract; (2) FSMC's breach of the contract; or (3) FSMC's violation of law. The indemnification obligation set forth in this Section shall not be limited by the amount of any insurance maintained by FSMC, or by a

limitation on amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts. FSMC shall maintain Commercial Liability Insurance with contractual liability coverage specifically insuring FSMC's indemnification obligation contained in this section.

In the event FSMC damages SFA's property, FSMC shall, at FSMC's sole cost, restore the property or any surrounding area. The restoration shall be to a condition at least equivalent to the condition of the affected area immediately before the destruction or damage. If FSMC does not repair the damage within 14 days after receiving written notice from SFA, or a lesser time if SFA determines the damage creates an emergency, SFA may repair the damage and FSMC shall reimburse SFA for the costs SFA incurs within 14 days after SFA provides a written invoice to FSMC.

17. Term, Termination

- A. This contract is effective for a one-year period commencing July 1, 2021 through June 30, 2022 with options for the District to renew for multiple periods in accordance with the terms of the Food Services Agreement, the laws of the State of Illinois including The School Code, and as may be agreed to by both parties.
- B. This contract can be terminated by either the SFA or FSMC for cause with a thirty-day (30) notification if the non-terminating party is unable to cure the default during such period.
- D. 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, pandemics, 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.
- E. SFA shall have the right to terminate this Agreement with or without cause by providing FSMC with a 60-day written notice of SFA's intent to terminate. Upon such termination, FSMC shall be entitled to be paid for any services performed prior to the effective termination date.
- F. Should SFA not require FSMC's services due to temporary school closures for a period exceeding ten school days, FSMC and SFA shall negotiate in good faith appropriate payments to be made to FSMC for days that schools are closed and FSMC provides no food service. If the parties are unable to reach an agreement within 30 calendar days after the school closure, SFA shall owe no payments to FSMC for any days where FSMC did not provide food service to SFA.

18. Transition

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

19. Financial

All bids shall be valid and may not be withdrawn for ninety-days (90) after submission. In preparing their bids, 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 receive this guaranteed amount. All assumptions used in calculations shall be clearly defined in the financial section of each bid. Factors not clearly identified shall be the sole responsibility of the FSMC.

20. Special and General Conditions

- A. The FSMC will comply with the Special and General Conditions attached hereto and, in all respects, made a part of this Invitation to Bid.
- B. 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.
- C. 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.
- D. No provisions of this contract shall be assigned or subcontracted without prior written consent of the District.
- E. This agreement/contract, exhibits, schedules, and attachments constitute the entire agreement between District and FSMC and cannot be changed, extended orally, or altered by course of conduct. No other contract will be signed by District.
- F. It is further agreed between the District and FSMC that the exhibits, attachments, schedules, and clauses attached and designated are hereby in all respects made part of this contract.
- G. The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a and 15b.
- H. The District and FSMC shall comply with all applicable federal and state laws, standards, orders, or regulations, including but not limited to:
 - a. The Clean Air Act (42 U.S.C. § 7401 et seq.), the Clean Water Act (33 U.S.C. § 1311-1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 et seq.);
 - b. Certification regarding lobbying pursuant to 31 U.S.C. 1352(Appendix A: 7 C.F.R. Part 3018); and
 - c. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7C.F.R. Part 3018).
- I. The FSMC certifies compliance with:
 - a. Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat.871);
 - b. The Department of Labor regulations (29 C.F.R. Part 5); and
 - c. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).
- J. The FSMC shall initiate and develop programs to promote nutrition education, and cooperate with the District in coordinating food service with classroom instruction, including food tasting and curriculum lessons that introduce students to varieties of fresh fruits and vegetables and their nutritional value.
- K. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

- L. Any legal action brought to enforce the terms of this Agreement shall be governed exclusively by the laws of the State of Illinois and venue shall only be proper in the Circuit Court of Cook County or the Federal District Court for the Northern District of Illinois.
- M. The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.
- N. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior written and oral understandings, representations, arrangements and agreements.
- O. The terms, conditions, provisions, and undertakings of this agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
- P. This Agreement may only be modified by written amendment, signed by both Parties.
- Q. The FSMC may not assign, subcontract, delegate or otherwise transfer this contract or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this contract, without the District's express, prior written consent.
- R. The District shall not be liable for any costs incurred by Bidders in responding to this bid.
- S. To the extent applicable, FSMC shall comply with the requirements of the Illinois Prevailing Wage Act.

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. 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 Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois Criminal Code of 1961 (720 ILCS 5/33E-3, 5/33E-4) or otherwise under the Illinois School Code (105 ILCS 5/10-20.21). The FSMC shall execute the certification attached hereto as Schedule I and submit it with its bid.
- 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 Illinois Prevailing Wage Act, the Equal Employment Opportunity Act and the Illinois Criminal Code. In addition, the vendor 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 provisions are attached hereto and shall be deemed incorporated into the Contract of the successful vendor.

23. Innovation and Improvement Ideas for Our Food Service Program

- A. How would your lunch program in the District differ from current operations? Describe the costs and benefits of your proposed changes.
- B. Describe how you would implement changes. Include a staffing model if different from current staffing.
- C. How would you involve employees to use their expertise and experience in making future innovations?
- D. How would you continue to involve the Parent-Teacher Council (PTC) in the program?
- E. What is your philosophy regarding promotion (increasing awareness and participation) of the school lunch program? How would you implement this philosophy in our District?
- F. Please provide a recommendation of facility changes or new or replacement equipment needed to support food service program.
- G. The FSMC shall submit with its bid a transition plan, which shall indicate the activities, procedures, costs, and timetable and support personnel involved in the implementation of services.
- H. Please provide a narrative detailing the anticipated top two challenges to overcome at LaGrange Highlands School District 106.

24. Financial – Bid Price

- A. List the District management and administration fees (as outlined on page 12) to be charged, for profit, overhead and other off-site costs not otherwise paid by the District.
- B. If consulting services are not covered in management fees, list those services along with the extra charges.
- C. List payment terms and arrangements. Provide copy of another district invoice detailing all fee amounts.
- D. Complete budgeted financial forms provided in Schedule E.

25. Past Performance and References

- A. Describe the FSMC's experience as managers and consultants of food service operations in general and public schools in particular.

26. Depth of Management

- A. Include resume or listing of the qualifications of the proposed Food Service Director for the District. The School District reserves the right to interview and approve the proposed Food Service Director.

- G. Include resume and background of person who will supervise the work of the Food Service Director and how your company will ensure the best performance.
- C. Include a table of company organization and a plan for the management, supervision and staffing proposed under this contract.
- D. What is your company's personnel management philosophy, particularly regarding resident managers and their relationship to staff?
- E. Describe training and development programs you will provide for hourly employees and management personnel.
- F. How does your firm attempt to improve employee morale and reduce turnover?

27. Business Plan

Please describe your business plan as it relates to the following:

- A. Marketing Strategy - Describe your company's overall philosophy as it relates to marketing your food service program to the school community.
- B. Communication - Describe how your company communicates with the employees, parents and staff of the district to ensure customer satisfaction.
- C. Training Strategy - Please provide a description of the FSMC's training and staff development programs for hourly employees and management personnel. Those programs should focus on the following:
 - Management training
 - New employee training
 - Monthly staff/training meetings
 - Food Service Safety training
 - Employee Recognition and Incentive Program
- D. Promotion of School Lunch - Describe how your company promotes its food service program
- E. Nutrition Programs –
 - How does your program dovetail into the lifestyles of today's students?
 - Please describe how your company interacts and involves communicating with students, staff and patrons as it relates to school nutrition

28. Legal Requirements

Any bids submitted shall be in accordance with the laws, regulations and standards of the State of Illinois, shall conform to the standards of the United States Department of Agriculture.

SECTION III - BID FORMAT AND CONTENTS

1. Bid Format and Contents

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

A. Letter of Transmittal

The Letter of Transmittal should include:

- (1) An introduction of the FSMC Company.
- (2) 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 bid.
- (3) An expression of the FSMC's ability and desire to meet the requirements of the bid.
- (4) Any other information not appropriately contained in the bid itself should also be included.

B. Executive Summary

Provide an Executive Summary which:

- (1) Briefly describes the FSMC's approach to the bid and clearly indicates any options or alternatives.
- (2) Indicates any major requirements that cannot be met by the FSMC.
- (3) Highlights the major features of the proposal 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 bid and generally how well it meets the requirements by reading the Executive Summary.

C. Detailed Discussion

This section should constitute the major portion of the bid. Please include all information requested in Sections I and II of this Invitation to Bid. Please emphasize the criteria in Section IV.

D. Mandatory Alternate

As a Mandatory Alternate, Bidders are required to submit pricing information regarding the provision of food services for "Special Functions." The term "Special Functions" relates to supplemental catering services (including food, preparation, service, presentation, etc.) which may be requested by District in conjunction with events other than scheduled lunches addressed in the Base Bid. District shall not be required to use the services of the Contractor for such Special Functions, but the Contractor shall be required to provide Special Functions services to

District, if requested by District, in accordance with the terms and provisions set forth in their response to this Mandatory Alternate section of these Bid Forms.

It is anticipated that Bidders will charge District based on hourly and/or per-item charges for such Special Functions.

Bidders are asked to provide a descriptive narrative setting forth their charges associated with such Special Functions and should include supplemental information and materials (including proposed menu items, etc.) as attachments hereto. Please mark any such attachments "MANDATORY ALTERNATE RESPONSE – SPECIAL FUNCTIONS".

SECTION IV EVALUATION OF BIDS

1. Bid Evaluation Criteria

- A. Bids will be evaluated against the following criteria as indicated. Each area of the evaluation should be addressed in detail in the bid. The District retains the right to reject any or all bids, 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.

Criteria
Financial – Bid Price
Quality of Food Program – Presentation of Food, Food Taste, Menu Diversity. <i>District may choose to conduct on-site evaluations.</i>
Depth of Management – Special Emphasis on Food Service Director. Proposed food service director must have prior experience in the K-12 Market Segment. District reserves the right to approve the final outcome of this position.
Business Plan – Please respond to the questions incorporated in the bid
Past Performance and References –
<ul style="list-style-type: none"> • Overall past performance with other Districts
Financial Stability –
<ul style="list-style-type: none"> • Provide copies of last 3 years CPA audits • Budget must demonstrate appropriate fiscal responsibility and integrity • Budget must include appropriate estimated program costs to provide a program of equal or better quality as the District’s current program provides

B. Oral Presentation

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

C. Proprietary Information

FSMC’s are requested to mark any specific information contained in their bid, which is not to be disclosed to the public or issued for purposes other than the evaluation of the bids. The School District shall maintain the confidentiality of such information to the extent permitted by law.

APPENDIX

Bid Documents

SPECIFIC CONTRACTOR INFORMATION

NAME OF FIRM: _____

ADDRESS: _____

STATE: _____

PRINCIPAL OFFICER: _____

CORPORATION UNDER STATE LAWS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

PERSON TO CONTACT REGARDING THIS BID: _____

PHONE NUMBER: _____ EMAIL: _____

NAME OF PERSON(S) RESPONSIBLE FOR FULL-TIME DIRECT SUPERVISION:

CORPORATE SEAL

on a year-to-year basis. The compensation to be paid by District to Contractor employees during the extension periods, if any, shall be increased by CPI for all urban consumers for all items published by the U. S. Department of Labor (CPI-U) ending December 31st unless an adjustment is negotiated between the District and the Contractor. The agreement cannot be assigned by either party without the written consent of the other. Notwithstanding the foregoing, the Food Service Agreement may be terminated in accordance with the Food Service Agreement's termination provisions.

4. PLACE OF CONTRACT

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Illinois.

1. SPECIFIC EMPLOYMENT TERMS

Contractor shall offer available employee positions to qualified District employees whose employment will be terminated because of this Agreement with the Contractor. Contractor shall comply with a policy of nondiscrimination and equal employment opportunity for all persons and take affirmative steps to provide equal opportunity for all persons.

6. SAVINGS CLAUSE: INTENT

In the event any provision specified herein is determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

Contractor shall not assign this Agreement without prior written consent of the District. This Agreement is not intended to, and does not, confer any right or benefit upon any third or other party other than the Contractor and District. No other party other than the Contractor and District, or their successors or assigns, shall have any right or standing to enforce or pursue legal action to enforce this Agreement.

7. EQUIPMENT AND SUPPLIES

If the Contractor proposes to provide equipment and supplies, the Contractor represents and affirms that it is required to purchase and provide all required equipment and supplies as set forth in the Contract Documents. Failure to comply with the equipment and supplies obligations as set forth in the Contract Documents, including, but not limited to, the use of New Equipment, as defined in the Contract Documents, shall constitute a breach of the Agreement.

8. FOIA

As an independent contractor of SFA, records in the possession of FSMC related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). FSMC, at FSMC's cost, shall immediately provide

SFA with any such records requested by SFA to timely respond to any FOIA request received by SFA. SFA will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If FSMC refuses to provide a record that is the subject of a FOIA request to SFA and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes SFA in any way, FSMC shall reimburse SFA for all costs, including attorneys' fees, incurred by SFA related to the FOIA request and records at issue.

9. STUDENT RECORDS; CONFIDENTIALITY

FSMC shall comply with all applicable provisions of federal and state laws and regulations, including without limitation the Illinois School Student Records Act and the Family Educational Rights and Privacy Act (FERPA) in their current and amended forms and all corresponding regulations. All records shall be the sole property of SFA and shall be maintained at SFA's location in accordance with all applicable State and federal laws and regulations.

10. ASSIGNMENT

The Services contemplated under this Agreement are deemed to be in the nature of personal services. The Contractor shall not assign this Agreement without the prior written consent of the Board. The Parties agree that assignment by the Contractor of any sums due and owing to the Contractor under this Agreement shall not constitute an assignment of the Agreement.

11. CONFLICT OF TERMS

In the event any term or provision of this Agreement conflicts with a term or provision of another, the term or provision of this Contract, then the Bid Documents and any Addenda shall prevail over all other documents.

12. COMPLETE UNDERSTANDING

This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the Parties.

13. AMENDMENTS

No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by each of them.

14. **COMPLIANCE WITH LAWS**

Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the Services provided hereunder.

15. **TERMINATION**

The Board reserves the right to terminate this Agreement with or without cause at any time during any contract period by giving the Contractor not less than sixty (60) days prior written the notice. In the event that this Agreement is terminated, the Contractor shall only be entitled to fees for services provided up to the date of termination. In no event shall the Contractor be entitled to consequential or incidental damages or lost profits as a result of the termination of this Agreement.

16. **RIGHT TO EXCLUDE**

The Board retains the sole right to exclude any employee of the Contractor for any reason at any time from school property.

17. **ILLINOIS USE TAX**

As required by the Illinois *School Code* (105 ILCS 5/10-20.21), a condition of this Agreement is that the Contractor and its affiliates collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois *Use Tax Act* regardless of whether the Contractor or its affiliate is a “retailer maintaining a place of business within this State” as defined in Section 2 of the *Use Tax Act*.

18. **STATUS OF CONTRACTOR**

Employees of the Contractor shall not be deemed to be employees of Board, but shall remain employees of the Contractor.

19. **NOTICES**

Notices pursuant to this Agreement shall be in writing and deposited in U.S. mail, postage prepaid, or by registered or certified mail, or emailed effective upon delivery. Notices to the District shall be addressed to:

Chief School Business Official
LaGrange Highlands School District 106
1750 West Plainfield Road
LaGrange Highlands, IL 60525
Mduback@district106.net

Notices to the Contractor shall be addressed to:

Facsimile: (____) ____ - ____

District or Contractor may change its address of record for receipt of official notice by giving the other party written notice of such change and/or any necessary delivery instructions.

20. **ALCOHOL AND TOBACCO USE PROHIBITED**

In accordance with state and federal law and Board of Education policy, the use of alcohol and any tobacco products on school property is prohibited.

21. **EFFECTIVE DATE**

This Agreement shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first written above.

[NAME OF CONTRACTOR]
DISTRICT 106

**BOARD OF EDUCATION OF
LAGRANGE HIGHLANDS SCHOOL**

BY: _____

BY: _____

ITS: _____

ITS: _____

ATTEST:

ATTEST:

BY: _____

BY: _____

ITS: _____

ITS: _____

SCHEDULE A

COST RESPONSIBILITY CHECKLIST

FOOD	<i>FSMC</i>	<i>DISTRICT</i>
Food Purchasing	X	
Processing of Invoices	X	
Payment of Invoice	X	
LABOR		
Payment of Hourly Regular Full-Time Wages	X	
Payroll Taxes of Hourly Employees	X	
Fringe Benefits and Insurance of Hourly Employee	X	
Preparation of Hourly Employees Payroll	X	
Processing of Hourly Employees Payroll	X	
Workers' Compensation for Hourly Employees	X	
ADDITIONAL ITEMS		
Trays/Silverware - Original Purchase to Inventory		
Level Required for Operation		X
Trays/Silverware - Replacement during Operation		X
Telephone – Local		X
Telephone - Long Distance		X
Removal of Trash and Garbage from Kitchen		X
Removal of Trash and Garbage from Premises		X
Replacement of Expendable Equipment (Pots, Pans, etc.)		X
Replacement of Non-Expendable Equipment		X
Products and Public Liability Insurance	X	
Cost of Repairing Equipment		X
Uniforms & Laundry	X	
ID Card Printing		X
Travel (Local) - Required and Requested	X	
SUPPLIES		
Detergent and Cleaning Supplies	X	
Paper Supplies	X	
Menu Paper and Printing	X	
Postage	X	

SCHEDULE A (CONT.)

MISCELLANEOUS	<i>FSMC</i>	<i>DISTRICT</i>
Taxes/Licenses	X	
Pest Control		X
Utilities		X
CLEANING		
Ceiling, Light Fixtures and Fans		X
Dishwashing	X	
Equipment	X	
Hoods		X
Floors		X
Rest Rooms		X
Vent from Hoods to Outside		X
Walls	X	X
Kitchen/Serving Area	X	
Cafeteria/Dining Area		X
Cafeteria Tables		X

- A. Items listed under FSMC are to be included in contractor's financial forecast.
- B. Do not include items listed under District in your financial forecast.

LAGRANGE HIGHLANDS SCHOOL DISTRICT 106
CURRENT FOOD SERVICE STAFFING PLAN
2020-21

Our Food Service Director splits time between District 106 and other satellite districts, as well as Riverside Brookfield High School, where food is currently cooked/prepared (obviously, this would change with a different vendor/partner). **We do not have the facilities to cook full meals on site, and so any vendor will be required to cook at their own facility and transport the food here for serving, similar to our current model.** She spends no more than 2 hours a day in our District, and is not physically on site every day. Instead, one FSMC personnel member is on site serving in each school cafeteria (one elementary, one middle), and the Food Service Director comes as needed. The current Food Service Director acts as the key liaison for the Chief School Business Official when food service issues or questions arise.

The District utilizes part-time District lunch supervision staff to help wipe tables at Highlands Elementary School. There are approximately six to eight volunteers daily at the school. The District utilizes District certified teaching staff to help supervise at Highlands Middle School, and part-time supervision staff to help wipe tables.

Finally, the District's PTC provides lunch as a fundraiser on certain Tuesdays (on average approximately once a month) throughout the year. On these days, the FSMC will not operate or serve meals.

FSMC Staffing Recommendation:

The District will rely upon the expertise of the FSMC to develop the ideal staffing plan that is economical yet still meets the expectations and needs of the District. This plan shall be clearly outlined in the bid.

The Foodservice Manager will be devoted exclusively to LaGrange Highlands School District 106. Shared or part-time management will only be considered as long as it is in the best interest and meets the needs of the District.

Current food service employees will have an opportunity to interview for all open positions.

Employees are to be paid for 160-170 days of service, plus 14 bonus/vacation/sick/holidays and two opening/closing days, depending on the number of PTC lunches served on Tuesdays from time to time throughout the school year. All employees working more than thirty hours weekly must be eligible for company sponsored health insurance, accidental health and dismemberment insurance, life insurance, and dental insurance. All employees must be eligible for a 401K or other company sponsored retirement plan. A complete and detailed description of your employee benefits and costs including insurance coverage, deductibles, co-payments, employee contributions, etc. must be included in the bid. Failure to do so will result in disqualification. All employee benefits shall be earned and must be due payable on a contract year basis.

SCHEDULE C

LAGRANGE HIGHLANDS SCHOOL DISTRICT 106

HISTORICAL FINANCIALS

Operating Statement LaGrange Highlands- D 106	Current Year 2017 - 2018												YTD
	Jul 17	Aug 17	Sep 17	Oct 17	Nov 17	Dec 17	Jan 18	Feb 18	Mar 18	Apr 18	May 18	Jun 18	
	Avg. Daily \$		1,437	968	628	838	588	1,031	813	824			
Days of Operation	0	8	17	17	15	15	11	15	15	0	0	0	113
Enrollment		814	814	814	814	814	814	814	814	814	814	814	814
Per Capita		-	-	-	-	-	-	-	-	-	-	-	-
Cash Sales	-	(3,623)	(8,270)	(9,023)	(8,080)	(6,454)	(6,998)	(7,678)	(7,897)	-	-	-	(58,022)
Debit Sales	-	3,623	8,270	9,023	8,080	6,454	6,998	7,678	7,897	-	-	-	58,022
Reimbursable Food	-	3,633	4,295	4,021	4,163	2,484	4,127	2,829	2,781	-	-	-	28,334
Reimbursable Milk	-	-	-	-	-	-	-	-	-	-	-	-	-
Reimbursable Non-Food	-	573	576	627	506	364	284	653	637	-	-	-	4,220
Reimbursable Payroll	-	5,289	9,586	10,029	7,825	5,997	6,930	8,709	8,855	-	-	-	63,219
Management Fee	-	2,000	2,000	(4,000)	-	-	-	-	-	-	-	-	-
Total Sales	-	11,494.99	16,457.68	10,677.43	12,493.34	8,844.65	11,340.68	#####	12,272.89	-	-	-	95,773
Sales Adjustment	629	-	-	-	70	(24)	-	-	81	-	-	-	756
Total Adjusted Sales	629	11,495	16,458	10,677	12,563	8,821	11,341	12,191	12,354	-	-	-	96,529
Bakery	-	87	198	246	212	157	213	172	194	-	-	-	1,477
Beverage	-	7	4	11	-	-	7	-	7	-	-	-	37
Fresh Produce	-	811	1,140	992	1,356	673	1,294	529	731	-	-	-	7,526
Frozen	-	543	484	609	500	437	598	367	364	-	-	-	3,901
Grocery	-	471	483	652	299	323	510	391	447	-	-	-	3,576
Meat/ Fish/ Poultry	-	1,439	1,780	1,194	1,592	863	1,267	1,228	940	-	-	-	10,303
Milk	-	-	-	-	-	-	-	-	-	-	-	-	-
Dairy	-	154	208	161	39	155	129	41	20	-	-	-	906
Snacks	-	120	-	107	81	-	63	-	31	-	-	-	402
Commodity Usage	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Food	-	-	-	-	-	-	-	-	-	-	-	-	-
IU Transfer Food	-	-	-	49	84	-	47	102	47	-	-	-	328
Rebates	-	-	-	(92)	(31)	(20)	(24)	59	(10)	-	-	-	(118)
Total Food	0	3,633	4,295	3,930	4,131	2,587	4,103	2,888	2,771	0	0	0	28,338
Food Cost % of Sales	0.00%	31.60%	26.10%	36.81%	32.88%	29.33%	36.18%	23.69%	22.43%	-	-	-	29.36%
Inventory Adjustment Food	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Food after Inv. Adj	-	3,633	4,295	3,930	4,131	2,587	4,103	2,888	2,771	-	-	-	28,338
	0.00%	31.60%	26.10%	36.81%	32.88%	29.33%	36.18%	23.69%	22.43%	-	-	-	29.36%
Paper	-	458	409	334	257	227	165	273	327	-	-	-	2,451
IU Transfer Non Food	-	-	-	-	-	-	-	28	100	-	-	-	128
Smallwares	-	22	22	22	22	22	22	22	22	-	-	-	176
Supplies	-	17	-	1	-	-	-	-	-	-	-	-	18
Cleaning Supplies	-	-	-	-	44	-	-	-	-	-	-	-	44
Total Non-Food	-	497	431	357	323	249	187	323	449	-	-	-	2,817
Non-Food Cost % of Sales	0.00%	4.33%	2.62%	3.34%	2.57%	2.83%	1.65%	2.65%	3.63%	-	-	-	2.92%
Inventory Adjustment Non-Food	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Non-Food after Inv. Adj	-	497	431	357	323	249	187	323	449	-	-	-	2,817
	0.00%	4.33%	2.62%	3.34%	2.57%	2.83%	1.65%	2.65%	3.63%	-	-	-	2.92%
Direct Wages	-	3,833	6,704	7,267	5,212	3,476	4,158	6,050	5,644	-	-	-	42,343
Vacation Pay	-	-	-	-	-	233	512	-	-	-	-	-	745
Bonus	-	-	-	-	-	-	-	-	-	-	-	-	-
Holiday Pay	-	-	243	-	458	637	48	-	-	-	-	-	1,386
Summer Wage Accrual	-	-	-	-	-	-	304	261	773	-	-	-	1,338
Fringe/Tax	-	1,456	2,640	2,762	2,155	1,651	1,908	2,398	2,438	-	-	-	17,408
Non-Employee Compensation	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Labor	-	5,289	9,586	10,029	7,825	5,997	6,930	8,709	8,855	-	-	-	63,219
	0.00%	46.01%	58.25%	93.92%	62.28%	67.98%	61.11%	71.44%	71.68%	-	-	-	65.49%
Unit Automotive	44	7	108	134	49	67	77	133	137	-	-	-	754
Unit Background Checks	-	-	-	-	-	-	-	85	40	-	-	-	125
Unit Bank Fees	(2)	(1)	-	(2)	(1)	-	(2)	(1)	(1)	-	-	-	(8)
Unit Computer Expense	48	86	86	86	86	86	86	38	133	-	-	-	732
Unit Licenses/Permits	-	11	11	11	11	11	11	(68)	-	-	-	-	-
Unit Meals & Meetings	-	-	-	-	-	-	-	-	-	-	-	-	-
Unit Office Supplies	10	-	-	-	-	-	-	-	-	-	-	-	10
Total Direct Expenses	101	103	204	229	145	164	171	228	310	-	-	-	1,655
Management Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Client Rent	50.33	-	-	-	5.59	(5.59)	-	-	-	-	-	-	50
Credit Due Client	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	151	9,522	14,518	14,545	12,430	8,991	11,391	12,148	12,385	-	-	-	96,079.83
Profit or Loss	478	1,973	1,940	(3,867)	133	(170)	(50)	43	(31)	-	-	-	449
Quest Profit/Loss	478	1,973	1,940	(3,867)	133	(170)	(50)	43	(31)	-	-	-	449

SCHEDULE D

LAGRANGE HIGHLANDS SCHOOL DISTRICT 106
2020-21 Free and Reduced Eligibility

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

School Name	Grades	Enrolled	Eligible Free	Participating Free	Eligible Reduced	Participating Reduced
Highlands Elementary School	PK – 4	547	18	18	0	0
Highlands Middle School	5 – 8	389	16	16	0	0
Total		936	34	34	0	0

SCHEDULE E (CONT.)

1. Are your Projected budget results guaranteed? _____ Yes _____ No

 2. Up to what amount or limit? _____

 3. Performance Bond Cost? _____
-

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

SCHEDULE G

BID BOND: Enclose a bid bond deposit in the form of Certified check in an amount not less than 10% of the anticipated annual sales for the first year of the contract.

State dollar amount \$ _____

This may be forfeited if contractor does not meet specifications

Firm Name: _____

By _____
(Authorized Agent of Contractor) Signature

Print Name

Title

Date

*Year 1 is defined as July 1, 2021 to June 30, 2022

LAGRANGE HIGHLANDS SCHOOL DISTRICT 106

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

_____, contractor does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that [he, she, it] shall provide a drug-free workplace for all employees engaged in the performance of work under the Contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certified, that [he, she, it] is not ineligible for award of this Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Firm Name: _____

By _____
(Authorized Agent of Contractor) Signature

Print Name

Title

Date

Subscribed and Sworn before me
this _____ day of _____, 20__

NOTARY PUBLIC

LAGRANGE HIGHLANDS SCHOOL DISTRICT 106

CERTIFICATE OF COMPLIANCE SEXUAL HARASSMENT POLICY

_____, contractor, does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act, (775 ILCS 5/2-105) that [he, she, it] has adopted a written sexual harassment policy that includes at a minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) an employer's internal complaint process, including penalty; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. **Said policy is attached to this certificate.**

Firm Name: _____

By _____
(Authorized Agent of Contractor) Signature

Print Name

Title

Date

Subscribed and Sworn before me

this _____ day of _____, 20__

NOTARY PUBLIC

STATE OF ILLINOIS)
)
COUNTY OF _____) CC

**LAGRANGE HIGHLANDS SCHOOL DISTRICT 106
BIDDER ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT**

720 ILCS 5/33E-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts due to bid rigging or bid rotation. The following certification must be signed and submitted with bidder's bid.
FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as part of its bid for
(Name of Contractor)

providing Custodial Services for LaGrange Highlands School District 106, 1750 West Plainfield Road,

LaGrange Highlands, Illinois, hereby certifies that said contractor is not barred from bidding on the aforementioned Contract as a result of a violation of either 720 ILCS 5/33E-3 or 5/33 E4.

The undersigned further certifies that neither (he, she, it) nor any of (his, her, its) partners, officers or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of proposal-rigging under Section 33E-3 of the Illinois *Criminal Code of 1961*, as amended and that neither (he, she, its) partners and officers have ever been convicted of the offense of proposal-rotating under Section 33-E4 of the Illinois *Criminal Code of 1961*, as amended.

The undersigned further certifies and affirms that this bid was prepared independently For this project and that it contains no fees or amounts other than for legitimate execution of this work as specified, and that it includes no understandings or agreements in restraint of trade.

Firm Name: _____

By _____
(Authorized Agent of Contractor) Signature

Print Name

Title

Date

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

Notary Public

**LAGRANGE HIGHLANDS SCHOOL DISTRICT 106
AUTHORIZATION FOR CRIMINAL BACKGROUND INVESTIGATION**

The undersigned hereby authorizes the Board of Education of LaGrange Highlands School District 106, 1750 West Plainfield Road, LaGrange Highlands, Illinois, in Cook County, to request a fingerprint-based criminal history background check from the Illinois State Police, and to receive criminal history record information pursuant thereto.

Firm Name: _____

By _____
(Authorized Agent of Contractor) Signature

Print Name

Title

Date

(Printed or Typed Name of Applicant Employee)

Signature of Applicant or Employee

Date _____, 20_____.

**LAGRANGE HIGHLANDS SCHOOL DISTRICT 106
CERTIFICATE OF PHYSICAL FITNESS TO PERFORM**

_____ (contractor), Pursuant to Section 24-5 of the *School Code*, hereby certifies that all employees of the contractor have provided evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall consist of a physical examination by a physician licensed in Illinois or any other state to practice medicine and surgery in all its branches, a licensed advance practice registered nurse, or a licensed physician assistant not more than 90 days perceiving time of presentation to the board. All physical examinations shall be at the cost of the contractor.

Firm Name: _____

By _____
(Authorized Agent of Contractor) Signature

Print Name

Title

Date

Subscribed and Sworn before me

this _____ day of _____, 20__

NOTARY PUBLIC

**LAGRANGE HIGHLANDS SCHOOL DISTRICT 106
PROOF OF INSURABILITY**

I, being duly sworn, do hereby acknowledge that I have read the insurance specifications herein and agree that the above bidder is eligible for insurance per aforesaid specifications.

Subscribed and sworn before me this _____ day of _____.

Signed: _____
(Authorized Agent)

Date: _____

Insurance Company: _____

Address: _____

Subscribed and Sworn before me
this _____ day of _____, 20__

NOTARY PUBLIC

CERTIFICATES OF INSURANCE TO BE SUBMITTED WITH BID

**LAGRANGE HIGHLANDS SCHOOL DISTRICT 106
ANTI-COLLUSION AFFIDAVIT OF COMPLIANCE**

Being first duly sworn, deposes and says:

That he/she is _____
(Partner, Officer, Owner, etc.)

(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element or said bid, or of that of any other bidder, or to secure any advantages against any other bidder or any person interested in the proposed contract.

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn before me

this _____ day of _____, 20__

NOTARY PUBLIC

SCHEDULE P

LaGrange Highlands School District 106
Policy #440

OPERATIONAL SERVICES

Food Services

The School Board has a continuing interest in the nutritional quality of the diet of the District's students and particularly in regard to the nutritional value of the foods sold and served during the school day.

In order to comply with the Child Nutrition Act, the School Board directs the Superintendent in concert with the PTC to establish such rules and regulations as are necessary to control the sale of foods in competition with the District's program.

The Superintendent or a designee shall establish such administrative procedures to control food sales which compete with the District's non-profit food service in compliance with the Child Nutrition Act.

Specifically, food service rules shall restrict the sale of foods of minimal nutritional value as defined by the U.S. Department of Agriculture in the food service areas during the meal periods.

Wellness Procedures

LaGrange Highlands School District 106

LaGrange Highlands School District 106 is committed to providing a school environment that promotes and protects children's health, well-being, and ability to learn, by supporting healthy eating and physical activity. The goal of the Wellness Procedures of LaGrange Highlands School District 106 is to:

- Engage students, parents, teachers, food service staff, health professionals, and other interested community members in developing, implementing, monitoring, and reviewing school nutrition and physical activity policies.
- Provide students in grades K-8 opportunities, support, and encouragement to be physically active on a regular basis.
- Monitor the foods and beverages sold or served at school so that they meet or exceed the nutritional recommendations of the *US. Dietary Guidelines for Americans*, school board policy, and all applicable state and federal policies.
- Provide students with access to a variety of affordable, nutritious, and appealing foods that meet their health and nutrition needs and provide clean, safe, pleasant settings and adequate time for students to eat.
- Provide both nutrition and physical education to foster lifelong habits of healthy eating and physical activity.

I. LaGrange Highlands School District 106 Wellness Committee

The LaGrange Highlands School District 106 does not currently have a Wellness Committee that meets regularly, however surveys are periodically given to students and parents regarding food quality, perception, participation and more. A Committee may meet during the 2021-22 school year and beyond.

II. LaGrange Highlands School District 106 Nutrition Program

A. School Lunch Program:

- Fruits, vegetables, whole grains, and low-fat dairy products are emphasized.
- Milk, water and 100% fruit juice are offered as drink choices.
- There are no fried foods.
- Limit the amount of nitrites.
- Limit the amount of sodium in all food.
- Turkey and chicken are offered frequently and locally sourced when possible.
- Portion sizes are in accordance with national guidelines.
- Accommodations are made to those students with food allergies.
- Meals are appealing to students.

SCHEDULE Q Cont.

- Treats and desserts are offered periodically.
- Limit the amount of artificial coloring.
- Students are given adequate time to eat.

B. School Cafeteria Staff

- Staff members are hired with the understanding that they are required to adhere to the policies the school has in place.
- An outside food company is contracted to run the food service.

III. Food and Beverages Outside of the Child Nutrition Program

- There are no vending machines in the school cafeterias.
- LaGrange Highlands School District 106 limits the amount of foods and beverages used as rewards.
- Classrooms with students with known peanut or nut allergies are peanut and nut free.

IV. Classroom Nutrition Education

A. Nutrition education for students in grades K-8 follows health education curriculum standards and guidelines as stated by the Illinois State Board of Education.

B. Age appropriate lessons address but are not limited to:

- Benefits of healthy eating.
- Safe food preparation, handling, and storage.
- Differentiating healthy and unhealthy foods.
- Food groups.
- Food pyramid and guidelines.
- Caloric balance and physical activity.
- Healthy meal planning.
- Understanding food labels.
- Assessing personal eating habits.
- How to set and achieve goals for improvement.
- Hand washing.

V. Physical Activity:

- Students in grades K-8 have physical education classes.
- Students in grades K-8 have recess daily.
- A wide variety of after school sports are offered through LaGrange Highlands School District 106 and the community. District 106 teams allow everyone to participate.

VII. Safe Routes to School

LaGrange Highlands School District 106 works closely with the LaGrange Highlands Police Department to coordinate safe procedures for students walking to and from school as well as morning drop off and dismissal procedures.

VII. Parent Communication:

- Parents receive LaGrange Highlands School District 106 lunch menu and healthy eating communications on a regular basis.
- Parents are informed of healthy snacks to be provided for student celebrations.

SCHEDULE R

The current plate lunch price at Highlands Middle School is \$4.95.

The current plate lunch price at Highlands Elementary School is \$4.95.

2020-21
Highlands Elementary & Middle Schools
A La Carte Menu Prices



12oz Bottled Water	\$1.00
Bag of Chips	\$1.00
Piece of Whole Fruit	\$1.00
Side of Fresh Cold Veggies	\$1.00
Jumbo Chocolate Chip Cookie	\$1.00
Small Yogurt Parfait	\$1.75

Plus others as offered by FMCS (e.g., muffins, etc.).

List is not all inclusive as A La Carte items are subject to change throughout the year

SCHEDULE S

STUDENT SERVING TIMES

Highlands Elementary School:

11:25 - 12:05 - 2nd grade
11:30 - 12:10 - 1st grade
11:55 - 12:35 - 4th grade
12:00 - 12:40 - Kindergarten
12:25 - 10:05 - 3rd grade

Highlands Middle School:

8th Grade - 10:08 - 10:49
5th Grade - 10:52 - 11:33
7th Grade - 11:36 - 12:17
6th Grade - 12:20 - 1:01

SCHEDULE T

LaGrange Highlands School District #106 2021-2022

11.9.20 DRAFT



August 21						
M	Tu	W	Th	F	Sa	Su
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 21						
M	Tu	W	Th	F	Sa	Su
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27	28	29	30			

October 21						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 21						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 21						
M	Tu	W	Th	F	Sa	Su
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 22						
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24	25	26	27	28	29	30
31						

February 22						
M	Tu	W	Th	F	Sa	Su
	1	2	3	4	5	6
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 22						
M	Tu	W	Th	F	Sa	Su
	1	2	3	4	5	6
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 22						
M	Tu	W	Th	F	Sa	Su
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 22						
M	Tu	W	Th	F	Sa	Su
						1
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 22						
M	Tu	W	Th	F	Sa	Su
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Institute Days (student non-attendance day)
School Improvement Days (11:45 dismissal)
Late Start Days (1st bell at 9:05AM)
Non-Attendance Day
Emergency Days

August	
20 & 23	District Institute Days (No School)
24	First Day of School
September	
6	Labor Day (No School)
17	Late Start (1st bell at 9:05AM)
24	School Improvement Day (11:45 dismissal)
October	
6	Parent Teacher Conferences 5:30-8:30 PM
7	Parent Teacher Conferences 2:30-8:30 PM (No School)
8	No School
11	Columbus Day/Indigenous People Day (No School)
12	District Institute Day (No School)
29	School Improvement Day (11:45 dismissal)
November	
19	Late Start (1st bell at 9:05AM)
19	End of Trimester 1
24-26	Thanksgiving Break (No School)
December	
17	Late Start (1st bell at 9:05AM)
20-31	Winter Break (No School)
January	
7	Late Start (1st bell at 9:05AM)
17	Martin Luther King, Jr. Day (No School)
27	Parent Teacher Conferences 5:30-8:30 PM
28	School Improvement Day (11:45 dismissal)
February	
4	Late Start (1st bell at 9:05AM)
21	Presidents' Day
25	District Institute Day (No School)
March	
4	Late Start (1st bell at 9:05AM)
4	End of Trimester 2
28-31	Spring Break
April	
1	Spring Break
15	Non-Attendance Day
May	
6	Late Start (1st bell at 9:05AM)
30	Memorial Day (No School)
June	
3	Last Day/School Improvement Day (11:45 Dismissal)
6-10	Emergency Days

SCHEDULE U

Important Events/Dates:
 All Month- National Nutrition Month*
 3/8-3/12 - National School Breakfast Week



March 2021

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
3/15/21 Breakfast Lunch	3/16/21 Breakfast Lunch	3/17/21 Breakfast Lunch	3/18/21 Breakfast Lunch	3/19/21 Breakfast Lunch	3/20/21 Breakfast Lunch	3/21/21 Breakfast Lunch
Cheese Pizza Slice Green Beans Banana Milk	Orange Chicken Bowl Apple Milk	Bosco Sticks with Marinara Cup Red Grapes Blue Raspberry Lemon Slushie Milk	All Beef Hot Dog Corn Orange Milk	Chicken Penne Alfredo Italian Vegetables Pear Milk	Suffled Baked Potato with Cheese Sauce & Sour Cream Broccoli Dinner Roll Milk	Chicken Burrito Bowl Milk
Vegetarian Lunch Option	Vegetarian Lunch Option	Vegetarian Lunch Option	Vegetarian Lunch Option	Vegetarian Lunch Option	Vegetarian Lunch Option	Vegetarian Lunch Option
Orange Torti Bowl Apple Milk	Grilled Cheese Sandwich Corn Orange Milk	Grilled Cheese Sandwich Broccoli Apple Milk	Grilled Cheese Sandwich Banana Milk	Alfredo Penne Pasta Italian Vegetables Pear Milk	Vegetarian burrito bowl Jalapeno Peppers Milk	Vegetarian burrito bowl Jalapeno Peppers Milk
Monday 3/22/21 Breakfast Lunch	Tuesday 3/23/21 Breakfast Lunch	Wednesday 3/24/21 Breakfast Lunch	Thursday 3/25/21 Breakfast Lunch	Friday 3/26/21 Breakfast Lunch	Saturday 3/27/21 Breakfast Lunch	Sunday 3/28/21 Breakfast Lunch
Cheese Kavioli Marinara Green Beans Orange Milk	Chicken Nuggets Dinner Roll Carrot Cins Strawberry Crisins Milk	Cheeseburger Broccoli Apple Milk	Chicken Parmesan Bowl Banana Milk	Fiesta Taco Beef Mac Corn Red Grapes Milk	New This Month Cheesy Pull-Apart Marinara Cup Strawberry Kiwi Slushie Milk	Chicken Taco Bowl Milk
Vegetarian Lunch Option	Vegetarian Lunch Option	Vegetarian Lunch Option	Vegetarian Lunch Option	Vegetarian Lunch Option	Vegetarian Lunch Option	Vegetarian Lunch Option
Suffled Crust Pizza Slice Carrot Cins Strawberry Crisins Milk	Grilled Cheese Sandwich Broccoli Apple Milk	Grilled Cheese Sandwich Broccoli Apple Milk	Cheesy Rollin' Marinara Banana Milk	Fiesta Mac & Cheese Corn Red Grapes Milk	Vegetarian Lunch Option	Black Bean Taco Bowl Jalapeno Peppers Milk
Monday 3/29/21 Breakfast Lunch	Tuesday 3/30/21 Breakfast Lunch	Wednesday 3/31/21 Breakfast Lunch	Thursday 4/1/21	Friday 4/2/21	Saturday 4/3/21	Sunday 4/4/21
Pasta Primavera Banana Milk	New This Month BBQ Chicken Sandwich Peas & Carrots Raisins Milk	Beef Tacos Salsa Cup Jalapeno Peppers Raisins Milk				
Vegetarian Lunch Option	Vegetarian Lunch Option	Vegetarian Lunch Option				
Grilled Cheese Sandwich Peas & Carrots Raisins Milk	Grilled Cheese Sandwich Peas & Carrots Raisins Milk	Cheese Quesadilla Salsa Cup Jalapeno Peppers Milk				

