

General Information

A. Intent

This solicitation is for the purpose of entering into a contract for the operation of a food service program for Enter the name of the SFA, herein after referred to as the School Food Authority (SFA).

The bidder is herein referred to as the Food Service Management Company (FSMC). The contract will be between the FSMC and SFA.

B. Procurement Method

All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with Title 7 CFR § 3016. Choose one of the following options.

- ☐ This contract will be a **Fixed Price Contract** to be bid in three parts with the total per meal cost reimbursement.
- Direct Cost of Operation
 - Administrative Fee
 - Management Fee

Although the maximum per meal cost reimbursement is the bid price, the per meal reimbursement to the FSMC is contingent upon the following:

- Direct cost of operations as audited and approved.
- Administrative fee (quoted per meal fee multiplied by meals served) - expenses included must be itemized.
- Management fee- represents a profit to the FSMC.

The SFA must determine the existence of the proper pass through value of the donated commodities; e.g., credits or reductions on the invoice in the month of receipt. The values are to be based on the values at the point the SFA receives the commodities from the PDA, and on USDA commodity prices pertinent to the time period, and shall include both the basic commodities allocation as well as any bonus commodities. These must be calculated in the per meal cost that is included in the bidder's proposal.

- ☐ This contract will be a **Cost-Reimbursable** contract whereas the FSMC will be paid on the basis of the direct cost (food, labor and supplies) incurred plus a fixed fee (administrative and management fees). All program expenses not otherwise defined in the contract will be assumed by the FSMC under the Administrative Fee. Expenses that represent the administrative cost must be itemized. A management fee represents the profit to the FSMC.

The value of commodities received must be itemized in the regular monthly billing to the SFA to document savings resulting from commodity receipt. The FSMC will ensure that its system of inventory management will not result in the SFA being charged for donated foods.

C. Pre-Bid Meeting

A meeting with interested bidders to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials will be held on Enter the date of the walk-through at Enter the time at Enter the location. **Attendance is required.**

D. Bid Submission and Award

1. Proposals are to be submitted to:

Enter the SFA name
Attention:
Street Address
City, State and Zip

Public opening will be at Time on Date. Proposals will not be accepted after this time. Proposals are to be submitted in a sealed envelope marked Food Service Management Bid.

2. The SFA will not conduct the procurement process in a manner that uses statutorily or administratively imposed in-state or local geographic preferences in accordance with Title 7 CFR § 3016.60(c).
3. SFAs are prohibited from entering into a contract with a FSMC that provides recommendations, develops or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting procurement.
4. The SFA reserves the right to reject any or all bids, if deemed in the best interest of the SFA.
5. For consideration, each FSMC must submit a complete response to this solicitation using only the forms provided. No additional forms will be accepted as part of this contract.
6. The SFA will award the contract to the most qualified and responsible FSMC whose proposal is responsive to this solicitation. A responsible FSMC is one whose financial, technical and other resources indicate an ability to perform the services required by this solicitation.
7. FSMCs or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the FSMC's own risk and cannot secure relief on the plea of error. The SFA is not liable for any cost incurred by the bidder prior to PDE's Division of Food and Nutrition's (DFN) final approval of the contract, as dated on the cover page, and the signing of the contract by all parties. Paying the FSMC from CN Program funds is prohibited until the contract is signed by both parties and final approval is provided by DFN. **DFN approval must be stamped on each page of the contract prior to both parties signing of the contract.**
8. If additional information is required, please contact Insert a contact's name at Insert a telephone number or at Enter an e-mail address.

E. Award Criteria

The contract will be awarded to the responsible bidder whose proposal is most advantageous to the program with price and other factors considered. An evaluation committee must be comprised of at least three people. Each committee member evaluates proposals independently. **Select one** of the following scoring methods:

☐ One Step Scoring Method: The relative value assigned to each criterion must be specified and "Cost" must be the primary factor (assigned 51% or more of the points or assigned the greatest number of points compared to other factors). Once the technical and cost components have been evaluated and ranked, the SFA may negotiate both components with any bidder receiving an average of Insert Percentage% or more (criteria must be consistent with the RFP and cannot add or delete specifications/requirements). At the conclusion of the negotiations the proposals are rescored and the award is made to the bidder presenting the most advantageous proposal, with price used as the primary factor.

| | |
|--|-------------------------------------|
| Cost | Enter the amount of possible points |
| Service Capability | Enter the amount of possible points |
| Financial Conditions/Stability, Business Practices | Enter the amount of possible points |
| Accounting and Reporting Systems | Enter the amount of possible points |
| Personnel Management | Enter the amount of possible points |
| Experience and References | Enter the amount of possible points |
| Promotion of the School Food Service Program | Enter the amount of possible points |
| Involvement of Students, Staff and Patrons | Enter the amount of possible points |
| Total points possible: <u>100</u> | |

☐ Two Step Scoring Method: Technical proposals are evaluated and ranked using the value assigned to each criterion before cost is considered. The SFA may negotiate with any bidder receiving an average of Insert Percentage% or more (criteria must be consistent with the RFP and cannot add or delete specification/requirements). At the conclusion of the negotiation the SFA requests bidders to submit best and final price. The award is made to the bidder submitting the lowest price.

| | |
|--|-------------------------------------|
| Service Capability | Enter the amount of possible points |
| Financial Conditions/Stability, Business Practices | Enter the amount of possible points |
| Accounting and Reporting Systems | Enter the amount of possible points |
| Personnel Management | Enter the amount of possible points |
| Experience and References | Enter the amount of possible points |
| Promotion of the School Food Service Program | Enter the amount of possible points |
| Involvement of Students, Staff and Patrons | Enter the amount of possible points |
| Total points possible: | <u>100</u> |

F. Bid Protests

Any action which diminishes open and free competition seriously undermines the integrity of the procurement process and may subject the SFA to bid protests. SFAs are responsible for properly responding to protests and concerns raised by potential contractors. SFAs must attach their bid protest procedures to their RFPs. Pursuant to §3016.36(b) (12), SFAs must in all instances disclose all information regarding a protest to DFN.

G. Bonding Requirement

Bid Guarantee: The FSMC shall submit with its proposal, a bid guarantee for five percent (5%) of the total bid price in the form of a firm commitment such as a bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. Bid guarantees other than bid bonds will be returned (a) to unsuccessful FSMCs as soon as practicable after the opening of bids; and (b) to the successful FSMC upon execution of such further contractual documents (i.e., insurance coverage) and bonds as required by the proposal.

H. Captions

Captions in all sections of this document are provided only as a convenience and shall not effect the interpretation of this instrument, its attachments, and addenda.

I. Contract Terms

The contract shall be for a period of one year with the school year beginning on or about July 1, Enter the year, and ending June 30, Enter the year, with up to four one-year renewals with mutual agreement between the SFA and the FSMC.

This contract cannot be effective prior to the date of final approval by DFN, as dated on the cover page, and signed by both parties.

J. Employees

Retention of the current food service employees is addressed in the Standard Terms and Conditions under subsection Employees.

K. Errors or Omissions

The proposing vendor shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors occur in the specification, the vendor shall promptly notify the contact person listed. Inconsistencies in the specifications are to be reported prior to proposals being submitted. The SFA must communicate to all potential bidders.

L. Final Contract

The complete contract includes all documents included by the SFA in the RFP and the proposal submitted by the FSMC. No additional addendums may be added.

M. Gifts from FSMC

The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors. To the extent permissible under State law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

N. Late Bids

The SFA will not consider any bid received after the exact time specified for receipt.

O. Meal Equivalents

For the purpose of making the meal count computation, the number of meals served to children shall be determined by actual counts of reimbursable meals. The FSMC and SFA shall determine a la carte meal equivalents by dividing the a la carte revenue by the sum of the Federal and State free meal reimbursement plus the value of USDA entitlement and bonus donated foods. A la carte revenue shall include adult meals and a la carte sales to students and adults. If applicable, include revenue from vending machine sales as part of the a la carte revenue.

P. Payment and Fees

The following definitions are provided to clarify what are allowable direct costs:

- **Food:** limited to those items purchased for use in the preparation and service of student, adult, and a la carte meals as specified under terms and conditions.
- **Labor:** limited to on-site employees responsible for the management, preparation, service, and clean up of meals.
- **Miscellaneous Expenses:** paper supplies (including decorations), equipment rental, cleaning materials, commodity handling and warehousing charges, travel as required for effective program management, uniforms, printing, taxes and licenses, insurance, and as contractually obligated herein.

Q. Additional Information

The SFA may add any additional items that need to be covered in the RFP/original contract below. The SFA may not add additional items to the Renewal Year Contracts w/o rebidding unless the item constitutes an immaterial change from the original contract. We cannot provide an exclusive listing of which changes are material regarding the many procurement actions undertaken in child nutrition programs. SFA should consult with legal counsel in making those determinations. However, PDE views a change as material when, had the new term been in the solicitation and original contract, it could have affected how the bidder and other competitors responded to the RFP.

Enter Additional Information Here

Standard Terms and Conditions

1. Scope and Purpose

- A. The FSMC shall operate in conformance with the SFA's Policy/Agreement with PDE, PDE-3528.
- B. The SFA currently operates the programs indicated below with a checkmark. The FSMC, such as an independent contractor, shall have the exclusive right to operate the National School Lunch Program (NSLP), which includes all of the following checked programs:

- | | |
|--|---|
| <input type="checkbox"/> National School Lunch Program (NSLP) | <input type="checkbox"/> School Breakfast Program (SBP) |
| <input type="checkbox"/> Provision 1, 2 or 3 | <input type="checkbox"/> Summer Food Service Program (SFSP) |
| <input type="checkbox"/> Child and Adult Care Food Program (CACFP) | <input type="checkbox"/> Afterschool Snack Program (ASP) |
| <input type="checkbox"/> Seamless Summer Option (SSO) | <input type="checkbox"/> Special Milk Program (SMP) |
| <input type="checkbox"/> A la Carte | <input type="checkbox"/> Vending |

Proposals must be inclusive of all of the SFA's current programs. However, the SFA reserves the right to expand the Federal Child Nutrition program to provide the availability of food resources to children and students that can be served through these programs so long as both parties are in agreement and prior approval is obtained by the State Agency.

- C. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
- D. The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff and not as a source of profit to the FSMC.
- E. The FSMC shall comply with the rules, regulations, policies, and instructions of PDE and USDA, and any additions or amendments thereto, including but not limited to, Title 7 CFR parts 210, 215, 220, 245, 250, 3016, 3017, 3018, and 3019; and Title 7 CFR § 225 (SFSP), if applicable, and 7 CFR Part 226 (CACFP), as applicable.
- F. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, grants, loans, etc., shall be deposited in the SFA's food service account. Any profit or guaranteed return shall remain in the SFA's food service account. The guaranteed return can be no less frequent than yearly. This is a non-profit program and, as such, the SFA's food service account should retain a maximum balance of three (3) months operating expenses on hand as is required under 7 CFR §210.9(b)(2).
- G. The SFA and the FSMC agree that this contract is neither a "cost-plus-a-percentage-of-income" nor a "cost-plus-a-percentage-of-cost" contract as required under 7 CFR § 210.16(c) and 7 CFR § 3016.36(f) and 3019.44(c).
- H. The SFA shall be legally responsible for the conduct of the food service program, and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of PDE and the United States Department of Agriculture (USDA) regarding each of the CN Programs covered by this contract.
- I. The SFA shall retain control of the CN Program's food service account and overall financial responsibility for the CN Programs.
- J. The SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and a la carte (including vending, adult meals, contract meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.) These prices shall not be established by the FSMC.

- K. The FSMC shall provide additional school-related food service, such as banquets, parties, refreshments for meetings, etc., as requested by the SFA. The SFA or requesting organizations will be billed for the actual cost of food, supplies and labor, and the FSMC's overhead and administrative expenses if applicable to providing such service. The total price will not exceed the actual cost plus Enter the maximum percent profit the FSMC may charge%. (The percent profit should not exceed 10%). USDA commodities shall not be used for these special functions unless the SFA's students will be primary beneficiaries.
- L. Any Guaranteed Return proposed by the FSMC must be fully describe the methodology including the formula for determining the value. The methodology, inclusive of the formula/calculation, may not change in renewal years.
- M. The SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the SFA's regularly scheduled lunch or breakfast periods, provided such is not prohibited by local wellness policies, state (school nutrition incentive), or federal program regulations.
- N. The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction. The FSMC shall comply with the Wellness Policy including the nutrition guidelines as required.
- O. The FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet, and those non-disabled students who are unable to consume regular lunch because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a Medical Statement with the required information. There will be no additional charge to the student for such substitutions.
- P. Payment Terms/Method: The FSMC shall invoice the SFA at the end of each month for amounts due based on on-site records. The SFA shall make payments within 30 business days of the invoiced date. The payment of interest and late fees from the school food service account funds is prohibited. Under 7 CFR § 210.21(f)(iv), the FSMC is required to identify the amount of each discount, rebate, and other applicable credits on bill and invoices presented to the SFA for payment. Detailed cost documentation must be submitted monthly to support what the SFA is charged for each cost, charge, or expense. Costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC and be allowed by the State Agency (SA). Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable.
- Q. The SFA is responsible for all contractual agreements entered into in connection with the CN Programs.
- R. This contract shall be construed under the laws of the Commonwealth of Pennsylvania. Any action or proceeding arising out of this contract shall be heard in the appropriate courts of the Commonwealth of Pennsylvania.
- S. The FSMC shall comply with the provisions of the bid specifications, which are hereby in all respects made a part of this contract.
- T. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.
- U. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- V. This contract and any preapproved addenda thereto constitute the entire contract between the SFA and the FSMC.
- W. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

2014-2015 Calendar Changes

| Date | Current | Change to be Approved |
|-------------|---|--|
| 10/13/2014 | Columbus Day – No School | Act 80 Day - Teachers |
| 10/31/2014 | Half Day Students – Teacher Clerical | No School – Full Day Teacher Clerical |
| 2/13/2015 | Early Dismissal | No School Teacher In-service |
| 3/13/2015 | No School Teacher In-service | Regular School Day |
| 6/4/2015 | Last Day Commencement | ½ Day Students – PM Teacher Clerical |

4.4



CompassLearning Inc. Price Quote
HIGHLANDS SCHOOL DISTRICT (5007714)
SO-198296-063875

Date: 04/11/2014
Quote #: SO-198296-063875
Total: \$13,000

| Quote #: SO-198296-063875 | | Description | | | Product Code | | End Date | | Quantity | | Total | |
|--|--|---------------------------------------|--|--|--------------|--|------------|--|-----------------|--|---------|--|
| Site | | Description | | | Product Code | | End Date | | Quantity | | Total | |
| HIGHLANDS SENIOR HIGH SCHOOL (5007718) | | Odyssey K-12 Single User | | | SUBALL | | 04/30/2015 | | 100.0 | | \$9,000 | |
| Category: Software Subscriptions | | | | | | | | | Category Total: | | \$9,000 | |
| Quote #: SO-198296-063875 | | Description | | | Product Code | | End Date | | Quantity | | Total | |
| HIGHLANDS SENIOR HIGH SCHOOL (5007718) | | Instructional Coaching Onsite | | | PDINC | | 04/30/2015 | | 2.0 | | \$3,500 | |
| Category: Professional Development | | | | | | | | | Category Total: | | \$3,500 | |
| Quote #: SO-198296-063875 | | Description | | | Product Code | | End Date | | Quantity | | Total | |
| HIGHLANDS SENIOR HIGH SCHOOL (5007718) | | Processing Fee | | | SHIP | | | | 1.0 | | \$0 | |
| Category: Shipping | | | | | | | | | Category Total: | | \$0 | |
| Quote #: SO-198296-063875 | | Description | | | Product Code | | End Date | | Quantity | | Total | |
| HIGHLANDS SENIOR HIGH SCHOOL (5007718) | | Hosted New- K8 and HS | | | DELHOSNEWKHS | | | | 1.0 | | \$0 | |
| Category: Fulfillment | | | | | | | | | Category Total: | | \$0 | |
| Quote #: SO-198296-063875 | | Description | | | Product Code | | End Date | | Quantity | | Total | |
| HIGHLANDS SENIOR HIGH SCHOOL (5007718) | | NWEA Test Translator Service for Subs | | | SPTNWES | | 04/30/2015 | | 1.0 | | \$500 | |

Quote #: SO-198296-063875

Category: Assessment Support

Category Total: \$500

Total: \$13,000

Tax: \$0

Grand Total: \$13,000



Quote #: SO-198296-063875

As Seen And Agreed By:

Signature

Print Name

Title

Date

Requested Installation Date

Site Contact For Installation:

Name

Title

Phone #

Email Address to send user/password info

Order Should Be Shipped To The Following Address:

Not valid without a purchase order.
Fax entire quote and order documentation to 512-391-1703.



Primary Purchase Driver:

- ☐ 21st Century Skills
- ☐ Blended Learning
- ☐ Credit/Grade Recovery or Retrieval
- ☐ Customized Alignments
- ☐ Differentiated Instruction
- ☐ Extended Day Programs/Extended Year Programs
- ☐ Foundation Curriculum Instruction and Support
- ☐ Improving Teacher Effectiveness
- ☐ Other
- ☐ Preparation for Common Core
- ☐ Preparation for state, end-of-course, key standardized tests
- ☐ Response to Intervention or Tiered Intervention
- ☐ Special Education
- ☐ Virtual School Programs

Primary Funding Resource:

- ☐ Federal
- ☐ Local
- ☐ Other
- ☐ State

Decision Level:

- ☐ District Level
- ☐ Site Level



Schedule A

| | |
|--|--|
| Bill To Partner ID: 8441 Highlands Sd Accounts Payable PO Box 288 Natrona Heights, PA 15065 USA | Sold To Partner ID: 8441 Highlands Sd Accounts Payable PO Box 288 Natrona Heights, PA 15065 USA |
| Quote Number: Q010635 Quote Date: 04/15/2014 | Start Date: 07/01/2014 End Date: 06/30/2015 Term: |

| PRODUCT NAME | QUANTITY | PRICE | TOTAL |
|--|----------|---------|-------------|
| Web-Based Measures of Academic Progress (MAP) Math, Reading & Language | 803.0 | \$13.00 | \$10,439.00 |
| Web-Based MAP for Primary Grades | 598.0 | \$13.00 | \$7,774.00 |
| GRAND TOTAL | | | \$18,213.00 |

Notes:

This Schedule A is subject to NWEA's terms and conditions located at: <http://info.nwea.org/mastersubscriptionagreement.html>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

A copy of NWEA's W9 can be found here: <http://www.nwea.org/sites/www.nwea.org/files/NWEA%20W-9.pdf>

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above.

Please print, scan, sign and send back this Schedule A, along with your Purchase Order or Letter of Intent, to Business.Operations@nwea.org or fax to 503 639-7873. NWEA is unable to accept digital or electronic signatures at this time.

| | |
|------------|---------------|
| Signature: | Printed Name: |
| Date: | Title: |

Schedule A

| | |
|--|--|
| Bill To Partner ID: 8441 Highlands Sd Accounts Payable PO Box 288 Natrona Heights, PA 15065 USA | Sold To Partner ID: 8441 Highlands Sd Accounts Payable PO Box 288 Natrona Heights, PA 15065 USA |
| Quote Number: Q010640 Quote Date: 04/15/2014 | Start Date: End Date: Term: 12 |

| PRODUCT NAME | QUANTITY | PRICE | TOTAL |
|---|----------|------------|-------------|
| MFS On-Site Climbing the Data Ladder Workshop | 4.0 | \$3,500.00 | \$14,000.00 |
| GRAND TOTAL | | | \$14,000.00 |

Notes:

This Schedule A is subject to NWEA's terms and conditions located at: <http://info.nwea.org/mastersubscriptionagreement.html>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

A copy of NWEA's W9 can be found here: <http://www.nwea.org/sites/www.nwea.org/files/NWEA%20W-9.pdf>

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above.

Please print, scan, sign and send back this Schedule A, along with your Purchase Order or Letter of Intent, to Business.Operations@nwea.org or fax to 503 639-7873. NWEA is unable to accept digital or electronic signatures at this time.

| | |
|------------|---------------|
| Signature: | Printed Name: |
| Date: | Title: |

**Highlands School District
Use of Facilities
April, 2014**

GRANDVIEW CAFETERIA/GYM/AUDITORIUM

Tarentum Police Training
Group: Tarentum Police
Contact: Heather Hauser
Date: April 5, 2014
Time: 8am – 1pm
No Fees
(RATIFY)

HIGH SCHOOL GYM

Jennifer Moser Chiusano Charity Basketball Game
Group: Jennifer Moser Chiusano Scholarship Fund
Contact: Jeff Karaica
Date: April 25, 2014
Time: 4pm – 10pm
No Fees

HIGH SCHOOL BACK PARKING LOT

Post Prom Flea Market Fundraiser
Group: Post Prom Committee
Contact: Kiersten Livingston
Date: April 26, 2014
Time: 6am – 6pm
No Fees

GOLDEN RAMS STADIUM

Easter Egg Hunt
Group: Harrison Township Police
Contact: Neal Mackowski
Date: April 12, 2014
Time: 12pm – 1pm
No Fees
(RATIFY)

TENNIS COURTS

Relay for Life Benefit Tennis Tournament

Group: Team Kaelyn Rose

Contact: Sharon Thimons

Date: May 24, 2014

Time: 9am – 6pm

No Fees

7.1 *Substitute Custodian Call List*

Squires, Boby
Ehrmentrout, Matthew
Squires, Melissa

SHERIFF SALES

| | | |
|---|--------------------|--------------|
| H | BARNER, KENNETH | 1519-G-18 |
| T | GORSHA, JOSEPH | 1223-F-313 |
| F | HANBY, BONNIE | 2016-K-4 |
| F | HATAJIK, CYNTHIA | 2200-G-202 |
| F | POLLIARD, TODD | 2015-C-207 |
| T | SEBAK, MONICA | 1223-N-18 |
| H | SHAFFER, KATHERINE | 1368-K-72 |
| H | SHAFFER, KATHERINE | 1368-L-23/01 |