

Request for Proposal

RFP TITLE:

CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

SCOPE OF WORK:

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Food Service Management Companies (FSMC) to provide the Washoe County School District's food service program with management, training and development of food services staff, quality control, operational and technical support and financial management of the program.

BOND REQUIREMENT:

NO BOND REQUIRED

RFP NUMBER:

10-003

RFP QUESTIONS:

All questions can be submitted by email to asullivan@washoe.k12.nv.us. Questions must be submitted no later 5:00 p.m. local time on February 8, 2010 by facsimile or email only.

RFP OPENING DATE/PLACE:

FEBRUARY 17, 2010

Washoe County School District
Purchasing Department, Room 10
14101 Old Virginia Road
Reno, NV 89521-8912

RFP RECEIPT TIME:

1:30 p.m., local time

RFP OPENING TIME:

2:00 p.m., local time

NOTE: RFP RECEIPT TIME IS DIFFERENT FROM RFP OPENING TIME

Name of person to contact:

Andrea Sullivan, CPSM, C.P.M.
Purchasing Supervisor
Email Address: asullivan@washoe.k12.nv.us
(775) 850-8056

ADVERTISEMENT DATE:

JANUARY 20, 2010

NUMBER OF PAGES IN THIS RFP:

35 PAGES

NUMBER OF PAGES IN ATTACHMENT A:

1 PAGE

NUMBER OF PAGES IN ATTACHMENT B:

1 PAGE

NUMBER OF PAGES IN ATTACHMENT C:

2 PAGES

NUMBER OF PAGES IN ATTACHMENT D:

1 PAGE

NUMBER OF PAGES IN ATTACHMENT E:

1 PAGE

NUMBER OF PAGES IN ATTACHMENT F:

5 PAGES

NUMBER OF PAGES IN ATTACHMENT G:

10 PAGES

NUMBER OF PAGES IN ATTACHMENT H:

2 PAGES

NUMBER OF PAGES IN ATTACHMENT I:

2 PAGES

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

TABLE OF CONTENTS

<u>SECTIONS</u>	<u>PAGE</u>
1.0 SUBMISSION OF RFP	6-7
2.0 LATE PROPOSALS	7
3.0 WITHDRAWAL OF PROPOSAL	7-8
4.0 PROPRIETARY INFORMATION	8
5.0 VERBAL PRESENTATION/ORAL INTERVIEWS	8
6.0 GOVERNING LAW	8
7.0 DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS	8-9
8.0 FUNDING OUT CLAUSE.....	9
9.0 DEFAULT.....	9
10.0 TERMINATION	9
11.0 JOINDER OF LOCAL GOVERNMENTS	10
12.0 AMERICANS WITH DISABILITIES	10
13.0 INSURANCE COVERAGE	10
14.0 WORKER'S COMPENSATION COVERAGE	10
15.0 GENERAL LIABILITY INSURANCE	11
16.0 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE	11
17.0 PROFESSIONAL LIABILITY INSURANCE	11
18.0 OTHER INSURANCE PROVISIONS	12-13
19.0 LICENSE AND CERTIFICATION	13
20.0 VESTED INTEREST	13
21.0 WARRANTY	13
22.0 ASSIGNMENT	14
23.0 ATTORNEY'S FEES	14
24.0 COMPLIANCE WITH LAW	14
25.0 CONFIDENTIAL TREATMENT OF INFORMATION	14

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

TABLE OF CONTENTS (CONTINUED)

<u>SECTIONS</u>	<u>PAGE</u>
26.0 COVENANT	14
27.0 DISPUTE RESOLUTION	14
28.0 FORCE MAJEURE	15
29.0 PATENT INDEMNITY	15
30.0 PENALTIES	15
31.0 INDEMNITY	15
32.0 INTELLECTUAL PROPERTY	16
33.0 NO THIRD-PARTY RIGHTS	16
34.0 NON-ENDORSEMENT	16
35.0 RECORDS	16
36.0 SEVERABILITY	16
37.0 EXPENSES	16
38.0 REJECTION OF PROPOSALS	17
39.0 REFERENCES	17
40.0 PROPOSAL NEGOTIATIONS	17
41.0 METHOD OF AWARD	17-18
42.0 RECOMMENDATION FOR AWARD POSTING	18
43.0 APPEAL BY UNSUCCESSFUL PROPOSER	18-19
44.0 BID BOND	19
45.0 PERFORMANCE BOND	19
46.0 TERM OF AGREEMENT	20
47.0 PRICE ESCALATION	20
48.0 SCOPE OF WORK AND TECHNICAL REQUIREMENTS	20
49.0 TIMELINE	21
50.0 WASHOE COUNTY SCHOOL DISTRICT'S OBJECTIVE	21-22

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

TABLE OF CONTENTS (CONTINUED)

<u>SECTIONS</u>	<u>PAGE</u>
51.0 MINIMUM REQUIREMENTS	22-23
52.0 ABOUT THE DISTRICT	23
53.0 WASHOE COUNTY SCHOOL DISTRICT'S GROWTH	23
54.0 WASHOE COUNTY SCHOOL DISTRICT'S BUDGET	23
55.0 ENTERPRISE FUND	24
56.0 NEVADA DEPARTMENT OF EDUCATION WELLNESS POLICY	24
57.0 WASHOE COUNTY SCHOOL DISTRICT'S NUTRITION SERVICES PROGRAM	24-25
58.0 PROCUREMENT PRACTICES	26
59.0 COMPLIANCE WITH STATE AND FEDERAL REGULATIONS	26
60.0 SIGNATURE AUTHORITY	26
61.0 USDA DONATED FOODS	26
62.0 BEST COMMERCIAL PRACTICES TO PREVAIL	26
63.0 BUY AMERICAN	27
64.0 NATIONAL SCHOOL LUNCH ACT	27
65.0 HEALTH CERTIFICATION	27
66.0 MONITORING	27
67.0 SPECIAL DIETS	27
68.0 USE OF ADVISORY BOARD	27
69.0 MENU PLANNING AND APPROVAL	27-28
70.0 TYPES OF MEALS TO BE PROVIDED	28
71.0 PRICE OF MEALS	28
72.0 QUALITY, EXTENT AND GENERAL NATURE OF FOOD SERVICE	28
73.0 KITCHEN SANITATION	28
74.0 NUTRITION EDUCATION PROGRAMS	28
75.0 FEE STRUCTURES	28

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

TABLE OF CONTENTS (CONTINUED)

<u>SECTIONS</u>	<u>PAGE</u>
76.0 CONTROL OF THE NON-PROFIT SCHOOL FOOD SERVICE ACCOUNT	28
77.0 REPORTING AND RECORD-KEEPING REQUIREMENTS	29
78.0 PREMISE INSPECTION	29
79.0 GRANTS	29
80.0 ADDITIONAL INFORMATION	29
81.0 SUBMITTAL FORMAT REQUIREMENTS	29-31
82.0 EVALUATION CRITERIA	32
83. REFERENCE FORM	33
84.0 PUBLIC DISCLOSURE FORM	34
85.0 PROPOSAL SIGNATURE/CONTACT PERSON FORM	35

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

GENERAL TERMS AND CONDITIONS

1.0 SUBMISSION OF RFP

- 1.1 In response to this RFP, Proposers shall submit **one (1) original proposal marked "Master"**, five (5) identical bound copies and one (1) identical electronic response in Microsoft Word, Microsoft Excel, or Adobe PDF, on CD or flash drive. Clearly label and index binders with appropriate section and sub-section numbers as referred to herein. Number each page individually and provide a table of contents. **All cost information must be submitted in a separate, sealed envelope.**
- 1.2 Neither the Washoe County School District nor any official or employee thereof shall be responsible for the pre/post-opening of, or failure to open an RFP not properly addressed, identified or mislabeled.
- 1.3 Proposals submitted by telephone, telegraphic notice, email or facsimile will not be accepted.
- 1.4 RFP and addenda shall be submitted in a sealed envelope or box and labeled using the following format:
- Company:**
RFP TITLE: Consulting and Management Services for Food Service Program
RFP #: 10-003
Opening Date: February 17, 2010
Receipt Time: **1:30 P.M. Local Time**
- Mail or deliver RFP To:** **Washoe County School District**
Purchasing Department, Room 10
14101 Old Virginia Road
Reno, NV 89521-8912
- 1.5 In order for an RFP to be considered, it is mandatory that the RFP documents be received and time-stamped in the Washoe County School District Purchasing Department, Room 10, prior to the receipt time specified in the bid document (see page 1).
- 1.6 Information should be prepared to provide a straightforward, concise delineation of capacities to satisfy requirements of the RFP on Washoe County School District's forms. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis should be placed on conformance to RFP instructions, responsiveness to RFP requirements, completeness and clarity of content.
- 1.7 Any irregularities or lack of clarity in the RFP should be brought to the attention of Washoe County School District Purchasing Department for correction or clarification.
- 1.8 When a bid surety is required, such surety shall be acceptable only in the form of a bid bond, certified check or cashier's check in the amount stated. The surety must accompany the bid. After award of bid by the Board of Trustees, the bid surety of the unsuccessful Proposers shall be returned.

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

GENERAL TERMS AND CONDITIONS (CONTINUED)

1.0 SUBMISSION OF RFP (CONTINUED)

- 1.9 Addenda issued may become an integral part of this RFP. All addenda are posted on the Nevada State Purchasing website at <http://purchasing.state.nv.us/adocs/adoc.htm> (scroll down to "Additional Bidding Opportunities/Tabulations in Nevada" and locate the addenda), and on the WCSD Purchasing website at <http://www.washoe.k12.nv.us/district/departments/purchasing>. Proposer must acknowledge receipt of addenda by signing and returning with the original RFP documents. It is the Proposer's responsibility to insure receipt of any addenda. Failure to submit a signed addendum may result in rejection of an RFP.
- 1.10 To insure that Proposer receives any addenda issued on a bid downloaded from the Nevada State Purchasing website or the Washoe County School District website, Proposer must notify Washoe County School District Purchasing Department at (775) 850-8025 or email purchasing@washoe.k12.nv.us with name, address, phone, and fax numbers. Once this is done, Purchasing will automatically send any addenda documents required by this proposal.
- 1.11 If Proposer is a member of DemandStar and has downloaded a bid document from DemandStar at www.demandstar.com, Proposer will electronically receive from DemandStar any addenda issued.
- 1.12 An authorized representative of Proposer's firm must sign this RFP document. An unsigned proposal shall be disqualified.
- 1.13 Prices quoted shall be F.O.B. destination and exclusive of federal, state and local taxes. No shipping charges will be allowed.
- 1.14 All costs incurred in the preparation and submission of responses to the RFP shall be the responsibility of the Proposer.
- 1.15 Proposer assumes any and all risks involved with method of dispatch chosen. Washoe County School District assumes no responsibility for Proposer's failure to deliver RFP in accordance with the specified receiving point and time stated herein.
- 1.16 All proposals and accompanying documentation become the property of Washoe County School District and will not be returned.

2.0 LATE PROPOSALS

- 2.1 Proposer should note that receipt time is different from opening time (see page 1).
- 2.2 Late proposals will not be accepted. A proposal may be received any time prior to the receipt time and date. A proposal arriving after the deadline will be returned to its sender unopened.

3.0 WITHDRAWAL OF PROPOSAL

- 3.1 A proposal may be withdrawn by written notification delivered by mail, fax or e-mail provided such notice is received prior to the date and time set for the RFP opening.

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

GENERAL TERMS AND CONDITIONS (CONTINUED)

3.0 WITHDRAWAL OF PROPOSAL (CONTINUED)

- 3.2 A request for withdrawal of a proposal received after the scheduled opening will not be considered.

4.0 PROPRIETARY INFORMATION

- 4.1 Washoe County School District is a public entity as defined by state law and, as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under said law, all Washoe County School District records are public (unless otherwise declared by law to be confidential), subject to inspection and may be copied by any person.
- 4.2 Proposers are advised that after the Purchasing Supervisor has made a Recommendation of Award, the complete content of all proposals will become public record and nothing contained in the proposal will be deemed to be confidential. Proposers should not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Thus proposals should contain sufficient information to be evaluated without reference to any proprietary information.

5.0 VERBAL PRESENTATION/ORAL INTERVIEWS

- 5.1 Washoe County School District reserves the right to require any or all Proposers to give a presentation or demonstration illustrating their abilities relative to this effort and/or attend an interview session to gauge their suitability to provide services for this project. If so requested, Proposer(s) shall make their personnel available within ten (10) calendar days of request. No cost allowance shall be permitted for this requirement.

6.0 GOVERNING LAW

- 6.1 Should there be a contract, Proposer agrees that it shall be governed by and construed in accordance with the laws of Nevada. No action involving this contract agreement may be brought except in the district and federal courts located in Washoe County, Nevada, USA.

7.0 DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

- 7.1 As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Proposer must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal department or agency.
- 7.2 Submission of a signed proposal in response to this solicitation is certification that Proposer's firm (or any Sub-Proposer) is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that Washoe County School District will be notified of any change in this status.
- 7.3 Loss of Agreement and/or Inability to Fulfill Requirements
- A. If Proposer has had an agreement terminated, or has a pending termination, or a settlement to avoid litigation or termination for default during the past five (5) years, all such incidents must be described.

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

GENERAL TERMS AND CONDITIONS (CONTINUED)

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (CONTINUED)

7.3 Loss of Agreement and/or Inability to Fulfill Requirements (CONTINUED)

- B. Termination for default is defined as notice to stop performance due to Proposer's non-performance or poor performance, and the issue was either: (a) not litigated; or (b) litigated and such litigation determined Proposer to be in default.
- C. Proposer shall submit full details of all terminations for default, settlements, or pending terminations experienced in the past five (5) years including the other party's name, address, and telephone number. Proposer shall also present its position on the matter.
- D. Washoe County School District shall evaluate the facts and at its sole discretion may reject the Proposer's response if the facts discovered indicate that completion of an agreement resulting from this RFP may be jeopardized by selection of Proposer.
- E. If Proposer has experienced no such settlement or terminations for default in the past five (5) years, and has no pending terminations, this fact must be affirmatively declared in the proposal.

8.0 FUNDING OUT CLAUSE

- 8.1 Should the funding authority of Washoe County School District fail to appropriate funds to continue payment on a resultant agreement, Washoe County School District shall cancel said agreement without termination charge or penalty. Written notification shall be made should this occur.

9.0 DEFAULT

- 9.1 In case of default by successful Proposer, Washoe County School District may deduct any unpaid balance due the Proposer, procure the product(s) or service(s) from another source, hold the defaulting Proposer responsible for any excess cost occasioned thereby, assess a penalty equal to five percent (5%) of the total contract price, commence with proceedings against any surety and/or performance bond held in conjunction with the contract, debar the Proposer for a period of not less than one (1) year or more than five (5) years, or pursue other applicable legal remedies.

10.0 TERMINATION

- 10.1 This agreement may be terminated in whole or in part by Washoe County School District for its convenience, but only after the Proposer is given:
 - 10.1.1 Not less than thirty (30) calendar days written notice of intent to terminate.
 - 10.1.2 An opportunity for consultation with the Purchasing Supervisor of Washoe County School District prior to termination.

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

GENERAL TERMS AND CONDITIONS (CONTINUED)

11.0 JOINDER OF LOCAL GOVERNMENTS

- 11.1 Nevada Revised Statute 332.195 – Joinder or mutual use of contracts by local governments states the following:

11.1.1 A governing body or its authorized representative may join or use the contracts of other local governments located within or outside this state with the authorization of the contracting Proposer. The original contracting local government is not liable for the obligations of the local government which joins or uses the contract.

11.1.2 A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting Proposer. The State of Nevada or other state is not liable for the obligations of the local government, which joins or uses the contract.

11.1.3 After the award of this RFP, all transactions, such as but not limited to inquiries, orders, warehousing and payment, will be made between participating local government and the successful Proposer.

12.0 AMERICANS WITH DISABILITIES

- 12.1 Washoe County School District acknowledges its responsibilities under the Americans with Disabilities Act (ADA) of 1990. Washoe County School District expects all Proposers to be knowledgeable about and comply with the requirements of the ADA.

13.0 INSURANCE COVERAGE

- 13.1 The successful Proposer shall, at the Proposer's sole expense, procure, maintain and keep in force for the duration of the contract insurance conforming to the minimum limits as specified in this document. The required insurance shall be in effect prior to the commencement of work by the successful Proposer and shall continue in force as appropriate until final acceptance by Washoe County School District of the completion of this contract.

- 13.2 Certificate of Insurance: The Accord 25 Certificate of Insurance form or a form substantially similar must be submitted to Washoe County School District to evidence the insurance policies and coverages required of the successful Proposer. The certificate must name Washoe County School District as the certificate holder. The certificate should be signed by a person authorized to bind coverage on its behalf. Upon renewal of the policies listed, successful Proposer shall furnish the Washoe County School District with replacement certificates.

14.0 WORKER'S COMPENSATION COVERAGE

- 14.1 Successful Proposer shall have Worker's Compensation coverage as required by law for the duration of the contract to include Employer's Liability Coverage with minimum limits of one million dollars (\$1,000,000).

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

GENERAL TERMS AND CONDITIONS (CONTINUED)

15.0 GENERAL LIABILITY INSURANCE

- 15.1 During the life of the contract, the successful Proposer providing service to Washoe County School District shall maintain Comprehensive General Liability Insurance (occurrence form) with the following coverages through an insurance carrier(s) licensed to do business in the State of Nevada and having a current A.M. Best rating of A-:XII or better and approved by the Washoe County School District:
- A. Premises-Operations
 - B. Independent Contractor's Protection
 - C. Products and Completed Operations
 - D. Broad Form Property Damage
 - E. Personal Injury (with Employee Exclusion deleted)
 - F. Blanket Contractual Liability
 - G. Property Damage Liability
- 15.2 Limits shall be equal to the amount carried by the successful Proposer, but shall not be less than two million dollars (\$2,000,000) per occurrence combined single limits.
- 15.3 By endorsement to the required general liability policy and automobile liability policy, Washoe County School District must be named as additional insured for all liability arising from this contract. The Additional Insured Document (CG 20 10 11 85 or CG 20 26 11 85) should reference the RFP number.

16.0 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

- 16.1 During the life of the contract, Proposer shall maintain Comprehensive Automobile Liability Insurance to include all owned autos, non-owned autos, and hired autos coverage through an insurance carrier(s) licensed to do business in the State of Nevada and having current A.M. Best rating of A-:XII or better and approved by the Washoe County School District.
- 16.2 Limits shall be equal to the amount carried by the successful Proposer, but shall not be less than one million dollars (\$1,000,000) per occurrence combined single limits.

17.0 PROFESSIONAL LIABILITY INSURANCE

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

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

GENERAL TERMS AND CONDITIONS (CONTINUED)

18.0 OTHER INSURANCE PROVISIONS

18.1 VERIFICATION OF COVERAGE

- Successful Proposer shall furnish Washoe County School District with certificates of insurance with original endorsements effecting coverage required by this clause.
- The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by Washoe County School District before work commences.
- Washoe County School District reserves the right to require complete, certified copies of all required insurance policies at all times.

18.2 DEDUCTIBLES AND SELF-INSURED RETENTIONS

- Any deductibles or self-insured retentions must be declared to and approved by the Washoe County School District before work commences.
- The Washoe County School District reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions before work commences.
- The Washoe County School District shall be notified of any changes to the deductibles or self-insured retentions made during the term of this contract or during the term of any policy, prior to the change taking effect.
- It is understood that the successful Proposer is responsible for and shall assume payment of all deductibles and/or self-insured retentions.

18.3 POLICIES TO CONTAIN OR BE ENDORSED TO CONTAIN THE FOLLOWING PROVISIONS:

- The Washoe County School District, its officers, employees and volunteers are to be named as additional insured on the successful Proposer's general liability and auto liability coverages. The coverages shall contain no special limitations on the scope of protection afforded to the Washoe County School District, its officers, employees, agents or volunteers.
- The successful Proposer's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the Washoe County School District, its officers, employees, agents or volunteers shall be in excess of the successful Proposer's insurance and shall not contribute with it in any way.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Washoe County School District, its officers, employees, agents or volunteers.
- The insurance companies issuing the policy or policies shall have no recourse against the Washoe County School District for payment of any premiums, costs or assessments under any form of policy.

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

GENERAL TERMS AND CONDITIONS (CONTINUED)

18.0 OTHER INSURANCE PROVISIONS (CONTINUED)

18.3 POLICIES TO CONTAIN OR BE ENDORSED TO CONTAIN THE FOLLOWING PROVISIONS (CONTINUED):

- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled or non-renewed by either the successful Proposer or by the insurer, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Washoe County School District.
- The successful Proposer's insurers shall have no right of recovery or subrogation against the Washoe County School District.

19.0 LICENSE AND CERTIFICATION

- 19.1 Proposer must be licensed or incorporated to do business in the State of Nevada.
- 19.2 Proposer shall possess all applicable licenses and/or certifications to perform this type of service.
- 19.3 If applicable, Proposer shall possess appropriate city and/or county business licenses.

20.0 VESTED INTEREST

- 20.1 Proposer chosen cannot receive any benefits (directly or indirectly) or be party to other agreements that may emanate from recommendations, contracting actions, and or activities related to this effort.
- 20.2 The only benefit Proposer may derive from this project is payment for the identified work and optional tasks contained herein, including identified deliverables in Proposer's initial RFP response and subsequent written additions to the agreement authorized by Washoe County School District.

21.0 WARRANTY

- 21.1 Proposer warrants that the work shall be performed with the degree of skill, care, and judgment customarily accepted as sound quality practice and procedure.
- 21.2 Proposer further warrants that the work fulfills the requirements and intent of the entire contractual agreement inclusive of Proposer's RFP response.
 - 21.2.1 If work fails to meet the aforementioned criteria and/or is deemed to be inadequate in the judgment of Washoe County School District, Proposer shall re-perform the work or portion of the work that is unsatisfactory.
 - 21.2.2 Proposer shall be liable for all costs and expenses incurred in the performance of corrective work and services, including travel, per diem, etc.

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

GENERAL TERMS AND CONDITIONS (CONTINUED)

22.0 ASSIGNMENT

- 22.1 Any attempt by Proposer to assign or otherwise transfer any interest in this agreement without the prior written consent of Washoe County School District shall be void.

23.0 ATTORNEY'S FEES

- 23.1 The parties agree that in the event of a dispute, each party will bear its own costs of litigation and attorney's fees.

24.0 COMPLIANCE WITH LAW

- 24.1 Proposer shall comply with all applicable federal, state and local statutes, regulations, ordinances, or other legal requirements which apply.

25.0 CONFIDENTIAL TREATMENT OF INFORMATION

- 25.1 Proposer shall preserve any information obtained, assembled or prepared in connection with the performance of this agreement in strict confidence.

26.0 COVENANT

- 26.1 Proposer covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement. Further, Proposer covenants to its knowledge and ability that in performance of said services no person having any such interest shall be employed.

27.0 DISPUTE RESOLUTION

- 27.1 Any controversy or claim arising out of or related to the agreement or the breach thereof shall be settled by arbitration unless Washoe County School District, at its sole option, rejects arbitration by so notifying Proposer.
- 27.2 If the Washoe County School District rejects arbitration, Proposer shall have thirty (30) days from the date of receipt of rejection to send notice to commence litigation by the service of a summons and complaint upon the Washoe County School District.
- 27.3 Failure to effect service upon the Washoe County School District within said time period shall act as a bar to litigation of the claim, which was the subject of the request for arbitration.
- 27.4 If the matter is arbitrated, Washoe County School District shall designate whether the rules of the American Arbitration Association or the rules of the Nevada Arbitration Association shall apply. Nevada courts may enter judgment on such awards.
- 27.5 The parties agree that any arbitrator may not award attorney's fees in any case.

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

GENERAL TERMS AND CONDITIONS (CONTINUED)

28.0 FORCE MAJEURE

- 28.1 Neither party shall be liable for failure or delay in performance under any agreement anticipated by this order in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations, and any other causes which are not within such party's reasonable control, whether or not the kind is specifically enumerated above. During any period of Proposer's inability to perform, Washoe County School District may acquire from others said goods or services without incurring liability to Proposer.

29.0 PATENT INDEMNITY

- 29.1 Proposer agrees to indemnify and hold the Washoe County School District harmless from any claim involving patent infringement or copyrights on goods supplied.

30.0 PENALTIES

- 30.1 In case of default by Proposer, the Washoe County School District may procure the articles and/or services from other sources and may deduct from any unpaid balance due Proposer or collect against the bond, security, or surety for the amount of excess costs so paid.

31.0 INDEMNITY

- 31.1 Proposer agrees to indemnify and hold harmless Washoe County School District, its officers, employees, agents, and volunteers from and against all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, or damage which arises out of the work performed under this agreement if such injury, loss, or damage is due to the negligence of Proposer, any Sub-Proposer of Proposer, or any officer, employee, or agent of Proposer.
- 31.2 Washoe County School District agrees to indemnify and hold Proposer, its officers, and its employees harmless from and against any and all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, or damage which arises out of the work performed under this agreement, if such injury, loss, or damage is due to the negligence of Washoe County School District or any officer, employee, or agent of Washoe County School District subject to the provisions of Nevada Revised Statutes (NRS) Chapter 41, including, but not limited to NRS 41.035.
- 31.3 The obligation of this section shall not apply to damages for which Washoe County School District is/shall become liable by final judgment to pay to a third party as the result of the negligence of Washoe County School District. Nothing herein shall constitute a waiver by Washoe County School District of any and all rights and privileges under any governmental immunity act or related statute.

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

GENERAL TERMS AND CONDITIONS (CONTINUED)

32.0 INTELLECTUAL PROPERTY

- 32.1 Any drawings, written reports or other works made by Proposer shall be considered works for hire and become the property of Washoe County School District. Any such works shall not be stamped with the Proposer's proprietary markings.

33.0 NO THIRD-PARTY RIGHTS

- 33.1 This agreement is made for the benefit of Washoe County School District and Proposer, not for any outside party.

34.0 NON-ENDORSEMENT

- 34.1 As a result of the selection of a Proposer to supply services, Washoe County School District is neither endorsing nor suggesting that the Proposer's service is the best or only solution. Proposer agrees to make no reference to Washoe County School District in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of Washoe County School District.

35.0 RECORDS

- 35.1 Records shall be maintained as required by successful Proposer in compliance with applicable municipal, federal or state laws, ordinances, codes, and as prescribed by Washoe County School District.
- 35.2 At any time during normal business hours when Washoe County School District deems it necessary, all records shall be made available to Washoe County School District at a location in Washoe County, Nevada for examination with respect to all matters covered by any subsequent agreement.
- 35.3 Washoe County School District may audit, examine and/or take excerpts or transcripts from such records including, but not limited to, invoices, materials, payrolls, records of personnel, conditions of employment or any other data as may be pertinent to this RFP.

36.0 SEVERABILITY

- 36.1 If a competent court or arbitrator holds any of the terms, covenants, provisions and agreements contained herein invalid, illegal or unenforceable, this agreement shall be interpreted as if such invalid terms, covenants, provisions, or agreements were not contained herein and the remaining provisions shall be valid and enforceable.

37.0 EXPENSES

- 37.1 In the event that Washoe County School District agrees to pay for any of Proposer's expenses directly related to this work, the following parameters shall apply:

37.1.1 No overhead and/or profit shall be permitted.

37.1.2 Proposer shall only receive reimbursement in amounts that are consistent with applicable travel guidelines established by Washoe County School District policy, regulations, and procedures for its own employees.

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

GENERAL TERMS AND CONDITIONS (CONTINUED)

38.0 REJECTION OF PROPOSALS

38.1 Washoe County School District reserves the right to reject any and all proposals received, or any part thereof. Proposals may be rejected for any of, but not limited to, the following causes:

38.1.1 Proposal lacks signature by an authorized representative of Proposer.

38.1.2 Evidence of collusion among Proposers exists.

38.1.3 Proposer fails to meet terms and conditions as specified in the RFP.

38.1.4 Evidence submitted by Proposer leads Washoe County School District to believe that Proposer will be unable to carry out the obligations of the agreement and complete the work described.

38.1.5 Washoe County School District investigation determines that Proposer is not qualified to meet the obligations of the agreement and complete work described.

38.1.6 Cost of services exceeds budgetary constraints.

39.0 REFERENCES

39.1 Washoe County School District may investigate information supplied by Proposer to determine its accuracy.

39.2 Proposer supplying a reference or customer list gives the Washoe County School District permission to contact firms listed and understand that any information gathered may be used in evaluation of the proposal.

40.0 PROPOSAL NEGOTIATIONS

40.1 Washoe County School District may open negotiations with responsive Proposers after submission of proposals and prior to award.

40.2 At its sole discretion the Washoe County School District reserves the right to award an agreement without negotiation based upon written proposals.

40.3 The Washoe County School District reserves the right to accept any proposal which it deems most favorable to the District and to reject any or all proposals or any portion of any proposal submitted which is not in the Washoe County School District's best interest.

41.0 METHOD OF AWARD

41.1 Washoe County School District reserves the right to waive any minor informalities or irregularities in proposals and/or agreements in its best interest.

41.2 Washoe County School District reserves the right to award an agreement on the basis of individual scope of work elements, groups of elements or all elements to a single Proposer. Taking into consideration the specified evaluation criteria, Washoe County School District will select the Proposer whose proposal is most advantageous to the Washoe County School District.

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

GENERAL TERMS AND CONDITIONS (CONTINUED)

41.0 METHOD OF AWARD (CONTINUED)

- 41.3 Contractual commitments are contingent upon the availability of funds as evidenced by the issuance of a purchase order.
- 41.4 All agreements are subject to approval by Washoe County School District's legal counsel and may require approval of the Board of Trustees prior to execution.
- 41.5 Once awarded, this contract will be the final expression of agreement between the parties and may not be altered, changed, or amended except by mutual written approval agreement.
- 41.6 Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this RFP document, the successful Proposer's proposal, and any agreement submitted by the successful Proposer, the language in this RFP document shall take precedence.
- 41.7 Washoe County School District reserves the right to hold proposals for a period of ninety (90) days from date of opening before awarding or rejecting said proposals.

42.0 RECOMMENDATION FOR AWARD POSTING

It is the responsibility of the interested Proposer to obtain the Recommendation for Award.

- 42.1 The Recommendation for Award is posted on the following websites:
<http://www.washoe.k12.nv.us/district/departments/purchasing>
<http://purchasing.state.nv.us/adocs/adoc.htm>
www.DemandStar.com
(DemandStar requires membership)
- 42.2 Proposer may also obtain the Recommendation for Award by contacting Washoe County School District Purchasing Department at purchasing@washoe.k12.nv.us or by calling (775) 850-8025.

43.0 APPEAL BY UNSUCCESSFUL PROPOSER

- 43.1 Any unsuccessful Proposer may appeal a pending Recommendation for Award.
- 43.2 Appellant must submit a written protest to the Purchasing Supervisor no later than six (6) calendar days after Recommendation for Award is posted. The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of the law were violated.
- 43.3 Appellant will be required to post a bond with a good and solvent surety company authorized to do business in the state of Nevada or submit other security in a form approved by Washoe County School District, which will hold the bond or other security until a determination is made on the appeal. Such bond must be submitted with the written protest to the Purchasing Supervisor.
- 43.4 The bond or other security shall be in the amount of twenty-five percent (25%) of the total dollar value of appellant's bid, up to a maximum bond or other security amount of two hundred fifty thousand (\$250,000).

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

GENERAL TERMS AND CONDITIONS (CONTINUED)

43.0 APPEAL BY UNSUCCESSFUL PROPOSER (CONTINUED)

- 43.5 If appellant is not satisfied with Purchasing Supervisor's response, appellant may then appeal to an Appeals Committee designated by the Washoe County School District. If appellant is not satisfied with the Appeals Committee's response, appellant may then appeal to the Board of Trustees, who will render the final decision.
- 43.6 Appellant will not seek any type of judicial intervention until Washoe County School District has rendered its final decision on the protest.
- 43.7 Washoe County School District is not liable for any costs, expenses, attorney's fees, and loss of income or other damages sustained by appellant in proposal appeal process.
- 43.8 Washoe County School District will stay any award action until after the Board of Trustees renders a final decision.
- 43.9 If an appeal is granted and a bond was required, the full amount of the posted bond will be returned to the appellant.
- 43.10 If the appeal is denied or not upheld, a claim may be made against the bond for expenses suffered by Washoe County School District because of the unsuccessful appeal.

44.0 BID BOND

- 44.1 When a bid bond is required, every bid shall be accompanied by a surety company certified bid bond or cashier's check made payable to Washoe County School District, 425 East Ninth Street, PO Box 30425, Reno, NV 89520-3425.
- 44.2 Depending on the requirements, the amount of surety shall not be less than ten percent (10%) of the total bid submitted. Said amount to be forfeited to Washoe County School District should the Proposer, to whom the contract is awarded, fail to enter into the contract in accordance with the bid.
- 44.3 Surety of the successful Proposer shall be retained by Washoe County School District until replaced by a Performance Bond.

45.0 PERFORMANCE BOND

- 45.1 When a Performance Bond is required, the successful Proposer shall agree to furnish Washoe County School District with a Performance Bond in the amount equal to one hundred percent (100%) of the total amount of the bid award for the initial period.
- 45.2 The Performance Bond shall be made payable to Washoe County School District, executed by one or more surety companies authorized to do business in the State of Nevada.
- 45.3 The Performance Bond shall be conditioned upon the successful Proposer's full performance of the work, in accordance with the plans, specifications, terms and conditions of the award of bid by the Board of Trustees.
- 45.4 In the event the contract is renewed, a new Performance Bond, if applicable, shall be requested for one hundred percent (100%) of the total amount of the bid for the renewal period.

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

SPECIAL TERMS AND CONDITIONS

46.0 TERM OF AGREEMENT

It is the intent of Washoe County School District to award a contract for the term of one (1) year beginning July 1, 2010 and ending June 30, 2011 with four (4) optional one (1) year renewals.

47.0 PRICE ESCALATION

Prices given in a Proposal shall not increase during the initial one year contract period.

If a renewal option is exercised, FSMC must provide proof of cost increase if proposing a price increase and must give the Washoe County School District a thirty (30) day notice of such price increase. Acceptance of a price increase shall be at the sole discretion of the Washoe County School District.

48.0 SCOPE OF WORK AND TECHNICAL REQUIREMENTS

Washoe County School District is currently requesting proposals from FSMCs who can provide Food Service Management. The selected FSMC will be responsible for management of the food services staff, quality control, training and development of staff, extensive operational and technical support and the financial management of the program.

The Proposer's consulting management personnel must provide assistance under the direction of Washoe County School District with the National School Lunch Program (NSLP), School Breakfast Program for both needy and non-needy schools (SBP), and the After School Care Snack Program (ASCS). At the direction of the Washoe County School District, additional sites may be added, including new schools and current and future Charter schools.

The Proposer's consulting management personnel must provide assistance under the direction of Washoe County School District with other auxiliary programs including adult and student a la carte meal sales, milk sales, catering sales, limited vending machine sales and vended meals to various outside community agencies. Vended meals are provided at the direction of the Washoe County School District which include, but are not limited to, Northern Nevada Food Bank-Kids Café, City of Reno Latchkey Program, City of Sparks Parks and Recreation Program, Head Start Program, Washoe County Parks and Recreation Program and any future federal, state or locally funded programs in which the Washoe County School District chooses to participate.

The Proposer's consulting management personnel must provide assistance under the direction of Washoe County School District for the District's Summer Food Service Program (SFSP), Child and Adult Care Food Program (CACFP), other federal programs as they are made available and any future auxiliary or vended programs which are in the best interest of the District and other local agencies.

All USDA commodities are the property of and shall remain with the Washoe County School District.

The beginning and ending inventory of food and supplies shall remain under the ownership of the District.

Other than the management team provided by the successful Proposer, all other employees in the food service program will remain employees of the Washoe County School District. Wage and benefits for these employees will be set by the Washoe County School District.

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

SPECIAL TERMS AND CONDITIONS (CONTINUED)

49.0 TIMELINE

Schedule of Events:	Date:
RFP Released	January 20, 2010
Mandatory Pre-Proposal Conference	February 2, 2010 8:00 a.m. PST
Deadline for Questions (e-mail/fax only)	February 8, 2010 5:00 p.m. PST
Sealed Proposals Due	February 17, 2010 1:30 p.m. PST
RFP Interviews and Presentations	March 11, 2010
Contract Award by Board of Trustees	April 6, 2010
Effective Date of Contract	July 1, 2010

49.1 Mandatory Pre-Proposal Conference

The Washoe County School District will conduct a mandatory pre-proposal conference at the Washoe County School District's Nutrition Services Center located at 585 Spice Island Court, Sparks, Nevada 89431 on December 15, 2009 at 8:00 a.m. PST. This meeting is mandatory for any FSMC that intends to submit a proposal. Each FSMC is limited to a maximum of three (3) representatives. The purpose of the mandatory pre-proposal conference is to answer any questions relevant to the RFP. This conference will be open to all prospective Proposers. Complaints, concerns, and questions may be addressed regarding specifications, content, timelines, and parameters of prospective Proposers. An onsite tour of the Washoe County School District's Nutrition Services Center and representative District schools will begin immediately after the pre-proposal conference. The tour is also mandatory. **Any FSMC without representation in attendance at the conference and tour will not be considered.** Note: Cameras, video cameras, etc. will not be allowed on the site tours.

Any FSMC that attended the pre-proposal conference on December 15, 2009 under RFP 10-001 is NOT required to attend the pre-proposal conference on February 2, 2010. Any FSMC that plans to attend the pre-proposal conference must notify Andrea Sullivan by email (asullivan@washoe.k12.nv.us) no later than 5:00 p.m. PST on January 29, 2010.

49.2 Interviews, Presentations and Testing

The Washoe County School District will conduct interviews and presentations to provide an opportunity for Proposers to present their proposals. These interviews and presentations will be conducted with selected Proposers on March 11, 2010. The presentations and interviews will take place at the Purchasing Department's local site of choosing. The number of Proposers asked to participate will be determined by the Washoe County School District and may be changed at the sole discretion of the Washoe County School District. Proposers chosen to participate in the interview and presentation phase will be notified of the location, date and time at least fourteen (14) calendar days in advance.

50.0 WASHOE COUNTY SCHOOL DISTRICT'S OBJECTIVE

It is the purpose of this document to obtain data from each prospective Proposer to enable Washoe County School District to determine which Proposer if any, is best able to serve the Washoe County School District, its students and staff.

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

SPECIAL TERMS AND CONDITIONS (CONTINUED)

50.0 WASHOE COUNTY SCHOOL DISTRICT'S OBJECTIVE (CONTINUED)

The Proposer shall provide consulting management personnel to assist the Nutrition Services program in a manner which best fulfills the following program objectives:

- 50.1 Provide an appealing and nutritionally sound program for students which meets the Code of Federal Regulation guidelines, state requirements and the Washoe County School District's wellness policy, as economically as possible. A copy of the Washoe County School District's School Wellness Policy is attached to this RFP document (see Attachment F).
- 50.2 Provide information and tools to help stimulate both student and adult participation in the program through improving relations with students, staff and the community and by creating awareness of the advantages of the food service program.
- 50.3 Suggest requested materials and/or programs of educational value and nutritional awareness where the food service operation can interface with Washoe County School District programs.
- 50.4 Maintain a high level of student and staff morale.
- 50.5 Demonstrate environmental and energy awareness and responsibility by minimizing waste in all forms.
- 50.6 Maintain a food service program that is self-sufficient.
- 50.7 Offer services to maximize the student participation and show reasonable participation increases from year to year.
- 50.8 Maintain purchasing efficiencies and pricing analyses, as well as competitive pricing in the program.
- 50.9 Submit a working HACCP (Hazard Analysis Critical Control Point) plan as part of the National School Lunch Program, per Public Law 108.265.
- 50.10 Provide periodic evaluation of customer satisfaction.

51.0 MINIMUM REQUIREMENTS

Below is a list of minimum requirements. Any proposal received from a FSMC that does not meet the minimum requirements will be rejected.

- A. FSMC must be of sufficient size and demonstrated expertise to furnish the resources needed to manage the Washoe County School District's large food services operation.
- B. FSMC must be licensed to do business in the State of Nevada prior to commencement of contract.
- C. FSMC must have been conducting food service management for at least five (5) years with school districts.
- D. FSMC must be presently operating a minimum of ten (10) successful school district lunch programs.

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

SPECIAL TERMS AND CONDITIONS (CONTINUED)

51.0 MINIMUM REQUIREMENTS (CONTINUED)

- E. Annual reports or financial statements for the last three (3) consecutive years must be submitted with proposal.
- F. The submission of a proposal signifies that the interested FSMC accepts the Washoe County School District's criteria and methods for selection.
- G. FSMC must have extensive involvement and experience in the school food service areas of:
 - 1. Selecting food service equipment
 - 2. Nutrition
 - 3. Menu planning
 - 4. Central kitchen and onsite production
 - 5. Quality control
 - 6. Transporting meals
 - 7. Employee supervision
 - 8. Staff management training
 - 9. Employee motivation
 - 10. Marketing
 - 11. Public relations
- H. FSMC must be able to train and utilize existing staff to continue an effective and cost efficient operation.

52.0 ABOUT THE DISTRICT

Washoe County School District operates ninety-four (94) schools plus eight (8) District-sponsored charter schools spread over a county larger than the state of Delaware. Total enrollment is more than 62,000. Washoe County School District includes two schools in Gerlach/Empire, one in Wadsworth, three in Incline Village (north shore of Lake Tahoe) and the rest in the Reno/Sparks metropolitan area. Washoe County is rich in natural and cultural resources, providing an excellent quality of life for residents and visitors.

53.0 WASHOE COUNTY SCHOOL DISTRICT'S GROWTH

Student enrollment has declined .5% and 1.3% in fiscal years 2008/2009 and 2009/2010, respectively. Prior to these years, enrollment had grown 2.4% to 3.5% for 18 out of 20 years. In 2002, voters in Washoe County approved rollover bond to build new schools and repair and renovate older schools over the next ten (10) years. A new middle school opened in fiscal year 2009/2010.

54.0 WASHOE COUNTY SCHOOL DISTRICT'S BUDGET

The General Fund operating budget for the 2009/2010 school year is \$428,731,204. Sixty percent (60%) of this support comes from local sources, thirty-eight percent (38%) from state sources and a small amount from federal and other sources. Local funds from sales and property taxes make up fifty-six percent (56%) of the total resources. Per-pupil expenditure from the general operating budget is \$6,992. Fifty-six percent (56%) of our per-pupil dollars are spent on instruction and instructional support.

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

SPECIAL TERMS AND CONDITIONS (CONTINUED)

55.0 ENTERPRISE FUND

The Washoe County School District's food services program must continue to operate as a self-sufficient enterprise fund. All allowable direct and indirect costs including all fees associated with consulting services for the management of Nutrition Services will be charged to this enterprise fund.

56.0 NEVADA DEPARTMENT OF EDUCATION WELLNESS POLICY

On July 1, 2005, the Nevada Department of Education approved a wellness policy which impacts the Washoe County School District nutrition programs. A copy of this policy can be obtained from the Nevada Department of Education or online at <http://wellness4you.gov>. For Proposer's convenience, the Statewide School Wellness Policy is also attached to this RFP document (see Attachment G).

57.0 WASHOE COUNTY SCHOOL DISTRICT'S NUTRITION SERVICES PROGRAM

57.1 Washoe County School District currently has sixty-three (63) elementary, fourteen (14) middle, fourteen (14) high, eight (8) charter, one (1) K-12, one (1) middle school/high school (Gerlach) and one (1) online middle school/high school.

57.2 Currently meal prices are:
Breakfast - \$1.75, adult \$2.00
Lunch - elementary \$2.50, middle and high \$2.75, adult \$3.25.

The number of students available for lunch is 64,844 students.

Meal service hours are as follows: Breakfast is served before school begins; nutrition break is from 9:30 a.m. - 10:00 a.m.; and lunch is served from 11:00 a.m. - 1:00 p.m. Times may vary by site. The meal service periods are breakfast, nutrition break, lunch, after school snack and dinner (Kids Café).

57.3 Washoe County School District's meal preparation facilities include a Nutrition Services Center (Central Kitchen) with onsite preparation done at all middle and high schools and at Picollo Elementary School (K-12 school).

Serving days for 2008/2009 were:	Estimated serving days for 2009/2010:
Elementary School 180	Elementary School 180
Multi Track School 220	Multi Track School 220
Middle School 178	Middle School 178
High School 178	High School 178

Estimated serving days for 2010/2011:
Elementary School 180
Multi Track School 220
Middle 178
High School 178

57.4 Washoe County School District's food service and serving methods are as follows:
Elementary: 20 pre-pack, 43 bulk service sites
Picollo (K-12 school): onsite preparation
Middle and High schools: onsite preparation

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

SPECIAL TERMS AND CONDITIONS (CONTINUED)

57.0 WASHOE COUNTY SCHOOL DISTRICT'S NUTRITION SERVICES PROGRAM (CONTINUED)

57.5 Commodity usage for the 2008/2009 school year was \$1,075,215. The estimated commodity usage for the 2009/2010 school year is \$909,691.

57.6 The 2008/2009 school year's estimated serving counts were:

Breakfast:	1,601,627
Lunch:	4,406,385
Equivalent meals:	1,271,695
Total meals:	7,279,707

Equivalent meals are comprised of school site a la carte meals, catering sales, Kids Café sales, vending machine sales, adult meal sales and other program sales.

57.7 Federal-state reimbursement rates from 7/1/09 – 6/30/10:

1) Breakfast Program:

	<u>Non-severe need</u>	<u>Severe need</u>
Paid	.26	.26
Reduced	1.16	1.44
Free	1.46	1.74

2) Lunch Program:

	<u>Less than 60%</u>	<u>60% or more</u>
Paid	.25	.27
Reduced	2.28	2.30
Free	2.68	2.70

3) After School Care Snack Program

Paid	.06
Reduced	.37
Free	.74

57.8 Washoe County School District's Nutrition Services actual revenues were \$17,917,737 and operating costs were \$17,334,964 in fiscal year 2008/2009. The budgeted revenues for fiscal year 2009/2010 are \$16,991,494 and operating costs are \$16,669,385.

57.9 The indirect expenses for fiscal year 2009/2010 are estimated to be \$364,358. The salaries for Washoe County School District employed Nutrition Services staff are estimated to be \$6,203,786, and benefits are estimated to be \$1,576,886.

57.10 Proposer will directly supervise an estimated five (5) Washoe County School District employees.

57.11 The current FSMC provides a Director of Operations, a Controller, a Dietician and an Assistant Director.

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

SPECIAL TERMS AND CONDITIONS (CONTINUED)

58.0 PROCUREMENT PRACTICES

- 58.1 All contracts currently in place are to be honored by successful Proposer.
- 58.2 The Washoe County School District will purchase and make payment for food, supplies and services. The FSMC shall provide Washoe County School District with specifications and quantities through a requisition process which will follow Washoe County School District's purchasing policies and Nevada Revised Statutes. The FSMC will assist with specifications for food related bids and quotes; the Washoe County School District shall be responsible for overall bid process and recommendation for award of all bids and quotes.
- 58.3 If the FSMC has nation-wide contracts for purchases that could be advantageous to the Washoe County School District, the FSMC shall encourage such suppliers to bid for purchasing contracts utilizing national prices.
- 58.4 The FSMC shall have knowledge of purchasing and purchasing practices and shall be able to assist in bid and quote preparation.
- 58.5 The Washoe County School District and the FSMC must comply with existing federal, state and local procurement requirements.

59.0 COMPLIANCE WITH STATE AND FEDERAL REGULATIONS

The Proposer will be responsible to ensure that the food service operation is in conformance with all state and federal regulations.

60.0 SIGNATURE AUTHORITY

Washoe County School District retains signature authority for the agreement with the Nevada Department of Education to participate in the NSLP, SBP and SMP programs, including the free and reduced price policy statement and the monthly claim for reimbursement.

61.0 USDA DONATED FOODS

It is Washoe County School District's responsibility to ensure that all USDA donated foods received by Washoe County School District and made available to the Proposer, including processed donated foods, accrue only to the benefit of Washoe County School District's non-profit school food service and are fully utilized therein. This provision also applies to any refunds received from processors. Washoe County School District retains title to all USDA donated foods. The FSMC shall maintain accurate and complete records with respect to receipt, use, disposition, storage and inventory of donated foods.

62.0 BEST COMMERCIAL PRACTICES TO PREVAIL

Any silence, absence or omission from this RFP document, any resulting contract or any document specifications concerning any point shall be regarded as meaning that only best commercial practices are to prevail and that only materials (food, supplies, etc.) and workmanship that would normally be specified by the Washoe County School District are to be used.

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM
RFP #10-003
SPECIAL TERMS AND CONDITIONS (CONTINUED)

63.0 BUY AMERICAN

The Washoe County School District and FSMC must comply with the Buy American provision under 7 CFR Part 250 whenever possible.

64.0 NATIONAL SCHOOL LUNCH ACT

The FSMC shall operate the food service program meeting all requirements under the National School Lunch Act and all other applicable child nutrition acts. These include, but are not limited to, 7 CFR Parts 210, 215, 220, 245 and FCS instructions and policy.

65.0 HEALTH CERTIFICATION

It is Washoe County School District's responsibility to maintain all applicable health certifications.

66.0 MONITORING

It is Washoe County School District's responsibility to monitor the food service operation to ensure the food service is in conformance with program regulations.

Records must be made available to the Comptroller General, the USDA, the Nevada Department of Education, and Washoe County School District upon request for the purpose of making audits, examinations, excerpts and transcriptions.

67.0 SPECIAL DIETS

The FSMC must provide special diet meals to those students showing such need and to those requested by the Washoe County School District or to those requested by law or regulation.

68.0 USE OF ADVISORY BOARD

It is Washoe County School District's responsibility to establish and maintain an advisory board made up of parents, teachers, and students to assist in menu planning. The FSMC shall cooperate and participate with the advisory board. The FSMC shall submit an action plan to the advisory board for their consideration at least annually and more often if requested by the Washoe County School District.

69.0 MENU PLANNING AND APPROVAL

The FSMC will be responsible for all menu planning. All menus are subject to approval by the Washoe County School District and must comply with USDA nutrient requirements, the Nevada Department of Education's wellness policy and Washoe County School District's wellness policy.

The following is a list of items that CANNOT be included in the proposed menu:

Cinnamon rolls or sticky buns
French toast (or French toast sticks) with syrup
Peanut products
Sugary cereals
Doughnuts
Creamy turkey pasta

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

SPECIAL TERMS AND CONDITIONS (CONTINUED)

69.0 MENU PLANNING AND APPROVAL (CONTINUED)

The Washoe County School District is interested in providing a greater variety of fresh fruits, fresh vegetables and whole grains without raising meal prices. Proposers are asked to consider this when submitting a twenty-one (21) day sample menu.

70.0 TYPES OF MEALS TO BE PROVIDED

In order to offer a la carte food service, the Proposer must offer free, reduced price and full price reimbursable meals to all eligible children.

71.0 PRICE OF MEALS

The FSMC shall not alter the price of meals without approval from the Washoe County School District and the Board of Trustees. Current meal prices can be found in section 57.2 of this document. The FSMC shall submit a representative list of a la carte food items and suggested prices.

72.0 QUALITY, EXTENT AND GENERAL NATURE OF FOOD SERVICE

Washoe County School District will be responsible for the quality, extent, and general nature of its food service.

It is the responsibility of Washoe County School District to insure that no payment is made for meals that are spoiled or unwholesome at time of delivery, or that do not meet detailed specifications as developed by Washoe County School District for each food component or menu item specified in the meal pattern requirements of 7 CFR Part 210, or that do not otherwise meet the requirements of the contract.

73.0 KITCHEN SANITATION

The FSMC will be responsible for maintaining high standards of sanitation and meeting all safety and sanitation laws and regulations. The FSMC will be responsible for routine cleaning, housekeeping and maintenance in the food preparation and service areas including food service equipment, kitchen floors, hoods, grease filters, etc.

74.0 NUTRITION EDUCATION PROGRAMS

In cooperation with the Washoe County School District, FSMC shall conduct ongoing nutrition education programs for students, teachers, parents and other interested parties.

75.0 FEE STRUCTURES

Proposals that contain a "cost-plus-a-percentage-of-cost" or "cost-plus-a-percentage-of-income" provision will be rejected.

76.0 CONTROL OF THE NON-PROFIT SCHOOL FOOD SERVICE ACCOUNT

Washoe County School District retains control of the non-profit school food service account and overall financial responsibility for the non-profit food service operation. Only allowable costs will be paid from the non-profit food service account to the FSMC net of all discounts, rebates and other applicable credits.

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

SPECIAL TERMS AND CONDITIONS (CONTINUED)

77.0 REPORTING AND RECORD-KEEPING REQUIREMENTS

- 77.1 Proposer maintains such records as Washoe County School District will need to support its claim for reimbursement and must, at a minimum, report claim information to Washoe County School District promptly at the end of each month. Such records will be made available to Washoe County School District upon request.
- 77.2 Proposer will report monthly to the Washoe County School District the daily number of meals served, by type.
- 77.3 Proposer will retain records to support Washoe County School District's claim for reimbursement for the daily number of meals served, by type.
- 77.4 Records must be retained for a period of seven (7) years after Washoe County School District submits the final claim for reimbursement for the fiscal year for inspection and audit by representatives of Washoe County School District, Nevada Department of Education, USDA and the Comptroller General, at any reasonable time and place.
- 77.5 If audit findings have not been resolved, the records must be retained beyond the seven (7) year period and retained for as long as required for the resolution of the issues raised by the audit.

78.0 PREMISE INSPECTION

Proposer will be permitted to inspect Washoe County School District's Nutrition Services Center and representative schools including equipment used in these facilities prior to submitting an RFP in order to determine all requirements associated with the proposed contract. This will be accomplished at the mandatory pre-proposal conference and tour (see section 49.1).

79. GRANTS

Successful Proposer agrees to take advantage of as many grant funding opportunities as reasonably possible including, but not limited to, grants for fresh fruits and vegetables, breakfast and after school snacks.

80.0 ADDITIONAL INFORMATION

Any necessary information required of Proposer will be provided upon request.

81.0 SUBMITTAL FORMAT REQUIREMENTS

RFP should be organized in the following format for ease of evaluation:

- 81.1 Submit a transmittal letter written on Proposer's letterhead with full name, Proposer's legal status (sole proprietor, partnership, corporation or other), address, telephone number and fax number. This letter should state whether the organization is national, regional or local.
- 81.2 PUBLIC DISCLOSURE FORM (section 84.0) **PLACE COMPLETED AND SIGNED FORM IN FRONT OF YOUR PROPOSAL.**
- 81.3 PROPOSAL SIGNATURE/CONTACT PERSON FORM (section 85.0) **PLACE COMPLETED AND SIGNED FORM IN FRONT OF YOUR PROPOSAL.**

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

SPECIAL TERMS AND CONDITIONS (CONTINUED)

81.0 SUBMITTAL FORMAT REQUIREMENTS (CONTINUED)

- 81.4 Submit a complete table of contents.
- 81.5 State the location of the office from which work would be performed.
- 81.6 Provide a brief history of the FSMC, including any supplemental information such as samples of work, etc., which may be of assistance to the evaluation committee in determining the qualifications of the FSMC and/or individuals responding to RFP.
- 81.7 Identify each principal of the FSMC and all key personnel. An organizational chart may also be submitted to illustrate how the firm is organized.
- 81.8 Explain in detail the duration and extent of experience with any and all similar school district food services consulting during the past three (3) to five (5) years including name, address and phone number of contact person for each operation. Please indicate whether these are past or current clients.
- 81.9 List all school districts where Proposer's services have been discontinued or terminated for any reason during the past five (5) years and the reason for such terminations.
- 81.10 Identify senior-level principal, who will act as the primary professional assigned to the account and describe this person's experience and qualifications. Should Proposer need to replace this senior-level principal, Washoe County School District's approval will be required.
- 81.11 Identify all other positions being proposed including job title and duties. Should Proposer need to replace any of these positions, Washoe County School District's approval will be required.
- 81.12 Describe the approach taken including, but not limited to, how the project will be organized, number and type of staff involved, staff experience and qualifications.
- 81.13 Demonstrate how Proposer meets all minimum requirements as set forth in section 51.0.
- 81.14 Explain how participation in the food service program will be increased.
- 81.15 Provide examples of reports that will be provided to the Washoe County School District and the frequency of each report.
- 81.16 Provide plans for an a la carte program and adult meal service program including a representative list of a la carte items and suggested pricing.
- 81.17 In the event the Proposer's plan calls for additional equipment and building modifications, submit a plan in the proposal package with a detailed description, costs and locations. This plan should identify who would be responsible for costs associated with such equipment or building modifications.
- 81.18 Submit names, addresses, phone numbers, and applicable licenses of all firms which will provide services in conjunction with the performance of this RFP.

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

SPECIAL TERMS AND CONDITIONS (CONTINUED)

81.0 SUBMITTAL FORMAT REQUIREMENTS (CONTINUED)

- 81.19 Submit a description of training and development programs. A detailed description of the initial training (the first training given upon commencement of the contract) must be submitted.
- 81.20 Submit annual reports or financial statements for the last three (3) consecutive years of operation.
- 81.21 Submit the cost for the food service consultant and/or other company support personnel that will be a part of FSMC's proposal. All proposed personnel are subject to the approval of the Washoe County School District. Submit all initial and recurring costs to the Washoe County School District. Describe all fees, commissions, surrender penalties and any other charges that will be assessed to the Washoe County School District in the proposal including all costs for salaries and benefits that the Washoe County School District will be required to pay. **All cost information must be submitted in a separate, sealed envelope.**
- 81.22 Submit a twenty-one (21) day sample menu for a proposed lunch program as specified in 7 CFR, Part 210 for elementary, middle and high schools. The FSMC must adhere to this cycle for the first twenty-one (21) days of the meal service. Changes thereafter may only be made with approval of the Washoe County School District.
- 81.23 Submit recommended meal prices and portions.
- 81.24 Submit any proposed agreement required to implement this program. The contract must be written to conform to all requirements and regulations pertaining to the National School Lunch Program as set forth by the Food and Nutrition Service, Department of Agriculture, and all applicable State of Nevada laws and regulations. The Washoe County School District may elect to execute Proposer's agreement provided Washoe County School District's standard terms and conditions in this Proposal are incorporated into the final agreement. Unless otherwise identified as such, Washoe County School District's contract language takes precedence in all cases.
- 81.25 Submit the completed reference form in section 83.0.
- 81.26 Submit a completed U.S. Department of Agriculture form (see Attachment A).
- 81.27 Submit a completed Certification Regarding Lobbying form (see Attachment B).
- 81.28 Submit a completed Disclosure of Lobbying Activities form (see Attachment C).
- 81.29 Submit a completed Certification of Independent Price Determination form (see Attachment D).
- 81.30 Submit a completed Public Disclosure form in section 84.0.

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

SPECIAL TERMS AND CONDITIONS (CONTINUED)

82.0 EVALUATION CRITERIA

- 82.1 An evaluation committee will review the responses and determine the best proposal in accordance with the following evaluation criteria:
- A. Overall financial results to Washoe County School District and financial terms of the Proposal (costs and fees associated with the Proposal).
 - B. Technical approach and Proposer's grasp of project as shown by the depth, breadth, and clarity of proposal.
 - C. Proposer's experience and success in conducting similar work.
 - D. Adequacy of resources, including personnel, facilities, equipment and other related factors.
 - E. Twenty-one (21) day sample menu and variety of offerings.
 - F. Participation and marketing plan.
 - G. Presentation.
 - H. Financial stability (pass/fail).
 - I. Other related factors.
- 82.2 Financial stability will be evaluated on a pass/fail basis. The financial statements submitted will be evaluated by a qualified member of Washoe County School District's Business and Finance Department. Any Proposer that does not pass this evaluation will have their proposal rejected.
- 82.3 Final selection will be subject to review and approval by the Washoe County School District's Board of Trustees.

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM

RFP #10-003

SUBMITTAL FORMS

83.0 REFERENCE FORM

Company Name:	
Contact Person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of Service provided:	

Company Name:	
Contact Person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of Service provided:	

Company Name:	
Contact Person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of Service provided:	

Company Name:	
Contact Person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of Service provided:	

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM
RFP #10-003
SUBMITTAL FORMS (CONTINUED)

84.0 PUBLIC DISCLOSURE FORM

Company Name: _____

I hereby certify that I understand:

- 84.1 Washoe County School District employees shall not receive unlawful compensation, commission or personal profit in the course of performing Washoe County School District duties.
- 84.2 Washoe County School District positions may not be used for unlawful purposes or personal gain.
- 84.3 I further certify that I have listed all personal relationships and financial interests between the company, company officers, and key employees with current and former Washoe County School District Board of Trustees members and current and former Washoe County School District authorizing officials. Please complete form below. Additional sheets may be attached if necessary. Write in N/A if non-applicable.

Company/Employee	Position	Date of Hire	District Official/ Trustee	Relationship/ Interest

- 84.4 I hereby acknowledge that failure to disclose all facts relative to a conflict or potential conflict of interest with regard to my contract/agreement with Washoe County School District may result in termination of said contract/agreement.

Signature: _____
Authorized Company Representative

Title: _____ Date: _____

RFP: CONSULTING AND MANAGEMENT SERVICES FOR FOOD SERVICE PROGRAM
RFP #10-003
SUBMITTAL FORMS (CONTINUED)

85.0 PROPOSAL SIGNATURE/CONTACT PERSON FORM

Name: _____ Title: _____

Address: _____ City: _____

State/
Zip Code: _____ Phone: _____

Fax #: _____ E-Mail: _____

If Proposer objects to any term or condition, they must site the clause with which they have issue and suggest alternative language below. Acceptance of alternate terms and conditions is at the sole discretion of the Washoe County School District. The absence of statements below indicates that the Proposer agrees to all terms and conditions in the RFP and agreement. **This form must be signed whether or not there are exceptions noted.**

By signing this Proposal Signature/Contact Person form, I acknowledge the following:

- 85.1 I am an authorized agent for Proposer.
- 85.2 Proposer has read, understands and agrees to the terms and conditions in this RFP and accompanying documents.
- 85.3 Proposer intends to supply the materials and/or services specified herein.
- 85.4 Proposer affirms that they shall provide, execute, and maintain insurance policies as specified herein.
- 85.5 Proposer certifies that they shall comply with all federal, state, city, local, county, District statutes, other regulations and requirements.

Authorized Signature

Print Name

Title

Date

U.S. DEPARTMENT OF AGRICULTURE FORM

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion – Lower Tier
Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510 Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Regulations (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name
PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

CERTIFICATION REGARDING LOBBYING FORM

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be submitted in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES FORM (Page 1 of 2)

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See instructions at www.disclosureoflobbyingactivities.com or www.firealarm.com/content/fireact/pdf/sf-LLL.pdf)

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

1. Type of Federal Action:

- ☐ Contract
- ☐ Grant
- ☐ Cooperative Agreement
- ☐ Loan
- ☐ Loan Guarantee
- ☐ Loan Insurance

2. Status of Federal Action:

- ☐ Bid/Offer/Application
- ☐ Initial Award
- ☐ Post Award

3. Report Type:

- ☐ Initial Filing
- ☐ Material Change

For Material Change Only:

Year _____

Quarter _____

Date of Last Report _____

DISCLOSURE OF LOBBYING ACTIVITIES FORM (Page 2 of 2)

4. Name/address of Reporting Entity:

_____ Prime

_____ Sub-awardee _____ Tier, if known

Congressional District, if known: _____

5. If Reporting Entity in #4 is sub-awardee, enter name/address of Prime:

Congressional District, if known: _____

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable: _____

8. Federal Action Number, if known: _____

9. Award Amount, if known: \$_____

10a. Name/address of Lobbying Registrant – If Registrant is an individual, submit last/first name and MI:

10b. Individuals Performing Services – Last/first name and MI (submit address if different from #10a.):

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION FORM

Washoe County School District and Proposer shall execute this Certificate of Independent Price Determination.

Food Service Management Company

WCSD School Food Authority

- A. By submission of this offer, the Proposer certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this proposal:
1. The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Proposer or to any competitor; and
 3. No attempt has been made or will be made by the Proposer to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Food Service Management Company certifies that:
1. He or she is the person in the Proposer's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 2. He or she is the person in the Proposer's organization responsible within the organization for the decision as to the prices being offered herein, and that he or she has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

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

Signature of Food Service Management Title

Date

Company's Authorized Representative

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

Signature of School Food Service Authority's Title

Date

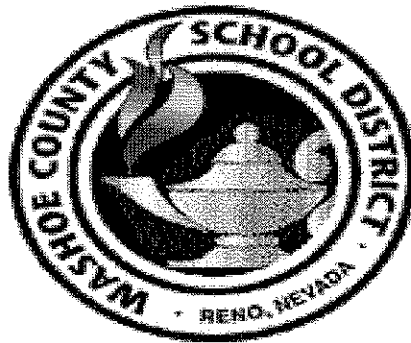
Authorized Representative

2009 – 2010 COUNT DAY ENROLLMENT

Elementary School (PK - 5)	32,883
Middle School (6-8)	10,786
High School (9-13)	<u>18,783</u>
SUBTOTAL	62,452
Charter School (K-13)	<u>2,392</u>
TOTAL	64,844

Washoe County School District

School Wellness Policy



WASHOE COUNTY SCHOOL DISTRICT CHILD NUTRITION, WELLNESS, AND HEALTHY SCHOOL ENVIRONMENT POLICY

A healthy school environment is important for student academic success, long-term health and well-being, and it reinforces the District's curriculum. The following policy applies to all foods and beverages served, sold, or given to students during instructional hours and it sets modest standards for meal times and recess in relation to lunch. Individual schools are encouraged to go beyond these standards to encourage more student daily physical activity and integrate curriculum within the school health environment.

As of July 1, 2006, the Washoe County School District shall enforce the following minimum standards:

- A. **WELLNESS COORDINATOR:** Each school shall designate a person (or persons) at each school site who is responsible for setting goals for nutrition education, physical activity, and other school-based activities designed to promote student wellness. Such designee will also be responsible for submitting yearly data regarding implementation of this policy to the State Department of Education (see section H for details).
- B. **FOOD SPECIFICATIONS:** All foods and beverages served, sold or given to students on school grounds during the school day must meet the following nutrition guidelines. The school day is observed from 30 minutes prior to the first class and lasts up to 30 minutes after the last class is excused. The following nutrition guidelines apply to all foods and beverages provided by a la carte, school stores, vending machines, fundraisers during school hours, incentives, and rewards. The standards do not apply to foods and beverages served in staff only areas nor at events and occasions that occur outside of instructional hours.
 - 1. **FAT:** Emphasis is on choices low in unhealthy fats as well as moderate in total fat.
 - A. Saturated fats plus trans fats shall be limited to 10% or less of the total calories in the food.
 - B. Total fats shall be limited to 30% or less of the total calories in the food product. Nuts, seeds, 100% fluid milk products containing 1% or less fat, and cheese or yogurt made from reduced-fat, low-fat, or fat-free milk are exempt from this standard.
 - 2. **SODIUM:** Sodium shall be limited to no more than 600 mg of sodium per serving.
 - 3. **SUGAR:** Added sugars shall be limited to no more than 35% sugar by weight per serving. This percentage does not include sugars from fruits and vegetables when used as additives.
 - 4. **TOTAL CALORIES:** Total calories are controlled through defined portions (#7).

5. **CAFFEINE:** Foods and beverages containing caffeine, excluding 1% or fat-free chocolate milk, are prohibited.
6. **ADVERTISING:** Any marketing, advertising, logos, signage, or promotion of foods prohibited in this policy (high in fat, salt, and/or sugar) shall be excluded from school grounds. This pertains to any new school marketing dated from July 1, 2006 forward.
7. **SERVING SIZES:** Servings will not exceed the following portion sizes:

Elementary Grades		Middle/ High School Grades	
Chips (regular) - 1 ounce			Chips (regular) - 1.25 ounces
Chips (baked or no more than 5 grams of fat per ounce), crackers, popcorn, cereal, trail mix, nuts, seeds, dried fruit, jerky, pretzels - 1.5 ounces			Chips (baked or no more than 5 grams of fat per ounce), crackers, popcorn, cereal, trail mix, nuts, seeds, dried fruit, jerky, pretzels - 1.5 ounces
Cookies/cereal bars (plain) - 2 ounces			Cookies/cereal bars – 2 ounces
Cookies/cereal bars (with nuts, raisins, chocolate pieces and/or fruit purees) – 2.2 ounces			Cookies/cereal bars (with nuts, raisins, chocolate pieces and/or fruit purees) – 2.2 ounces
Bakery items (e.g., pastries, muffins) - 3 ounces			Bakery items (e.g., pastries, muffins) - 3 ounces
Frozen desserts - 4 ounces			Frozen desserts - 4 ounces
Water – No Limit			Water – No Limit
			Electrolyte replacement beverages – 12 ounces
Fruit drinks and frozen slushes (must contain a minimum of 100 % fruit juice) - 8 ounces with a maximum of 150 calories			Fruit drinks and frozen slushes (must contain a minimum of 100 % fruit juice) - 12 ounces with a maximum of 200 calories

8. **PROHIBITED ITEMS:** Foods of minimal nutritional value will not be given away, sold, or used as incentives for students or student activities during the school day. Prohibited items classified within categories:

- **Soda Water** — any carbonated beverage.
- **Soft drinks**, sports drinks (except in middle and high school), punches, iced teas, “designer” drinks, less than 100% milks, “enhanced” waters, or “designer dairy drinks” with more than 15 grams of added sugar per 8 oz. serving or additives, herbals, and non-vitamin substances.
- **Water Ices** — any frozen, sweetened water such as “popsicles” and flavored ice with the exception of products that contain fruit or fruit juice.
- **Chewing Gum** — any flavored products from natural or synthetic gums and other ingredients that form an insoluble mass for chewing.
- **Candies** — any processed foods made predominantly from sweeteners or artificial sweeteners with a variety of minor ingredients that characterize the following types: chocolate, hard candy, jellies and gums, marshmallow candies, fondant, licorice, spun candy, and candy coated popcorn.

9. **EXEMPT ACTIVITIES** - The following is a list of activities that would be exempt for foods that exceed the established nutrition parameters as follows:

- In observance of state or national holidays;
- For established religious observances such as Christmas, Hanukah, and Kwanza;
- School community observances, such as birthday parties;
- As part of a learning experience related to the reinforcement of established lesson plans in the classroom; this exemption, however, does not allow for an exemption toward the sale of foods as part of a business enterprise or fundraising activity.

C. **REIMBURSABLE MEALS** provided to students under the National School Lunch & Breakfast Program are exempt from this policy since they are governed by Federal Regulation 7 CFR, parts 210 and 220.

D. **MEAL LENGTH:** Beginning with the school year 2006-2007, each school shall:

1. Designate at least 15 minutes for students to consume the **breakfast** meal;
2. Designate at least 20 minutes for students to consume the **lunch** meal.

E. **DAILY PHYSICAL ACTIVITY AND RECESS:** Beginning with the school year 2006-2007, each school shall:

1. Serve lunch in the elementary schools **after** the mid-day recess period.
2. Designate at least 30 minutes of time daily, for **physical activity**.

Schools may apply for an implementation exemption, not to exceed two school years, by submitting a request to the Nevada Board of Education.

F. FOOD ALLERGIES: Guidelines shall be established for managing students with food allergies, based on generally recommended guidelines. These will include parent responsibilities, administrative and staff education, training and procedures for reasonably accommodating these students to ensure the safest food handling, sanitation procedures, and eating environment.

G. REVENUES AND ACCOUNTING: Guidelines shall be followed for revenue accounting, in accordance with Nevada Revised Statute 233B.050, or in accordance with established school district rules of practice.

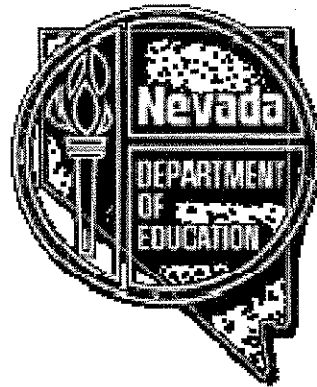
H. OVERSIGHT:

1. Each school site shall designate a person or persons at the school site responsible for the oversight of the wellness policy that includes implementation, monitoring, and reporting.
 2. The district shall maintain an advisory group composed of representatives from the school community, who would provide guidance in the development of the local education agency's wellness policy. Potential sources for member recruitment would be from the school's parents, students, the school food authority, the school board, school administrators, and school nurses, but are not limited to these groups.
 3. A plan for measuring implementation of the school's wellness policy at both the school level and district level which, at a minimum, shall include:
 - The number of students in each school;
 - The average daily participation in the National School Lunch Program;
 - The average daily participation in the School Breakfast Program;
 - The time of the lunch recess at the elementary school level;
 - The length of the breakfast service;
 - The length of the lunch service;
 - When the service of lunch after recess, was implemented at the elementary school level;
 - The average number of physical activity minutes available to each student;
 - The number of children with access to physical education;
 - The number of children receiving physical education;
 - The number of minutes of physical education provided;
 - The total number of school days a student is required to attend physical education during the current school year;
 - The name, business phone number, and e-mail address of the wellness coordinator.
- I. MONITORING** - The Nevada Department of Education shall provide a website to collect data and evaluate outcomes from policy implementation.

Nevada Department of Education

Statewide School Wellness

Policy



Office of Child Nutrition and School Health
Nevada Department of Education, Carson City

Effective 7-1-05

NEVADA STATE BOARD OF EDUCATION NEVADA STATE BOARD FOR OCCUPATIONAL EDUCATION

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Donnell Barton, Director, Office of Child Nutrition and School Health

Vision: "Each Student will achieve Nevada's expectations for learning."

Mission: "The Nevada Department of Education provides leadership, resources, assistance and oversight, in partnership with school districts and others, to support student achievement and future success."

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status.

ACKNOWLEDGEMENTS

The Nevada Statewide School Wellness Policy was drafted from recommendations made by community shareholders and the Nevada Nutrition Advisory Committee. The Nevada Department of Education wishes to acknowledge the contributions of the following community members from the areas of industry, education, food distribution, and regulation who contributed their expertise in the development of this model nutrition policy.

Nutrition Advisory Committee - Active Members

Jamie Benedict, University of Nevada, Reno
Mary Agnes Boni, Team Nutrition Consultant, Winnemucca
Kelly Cannon, Washoe County School District, Reno
Theresa Castillo, Clark County School District, Las Vegas
Jessica Cowee, Nevada State Health Division, Carson City
Daniel Fox, Pershing County School District, Lovelock
Raylene Friel, Inter-Tribal Council of Nevada Head Start, Reno
Denise Higgins, Douglas County School District, Minden
Carol Hines, Washoe County School District, Reno
Gwen Hosey, Nevada Diabetes Program, Carson City
Cherie Jamason, Food Bank of Northern Nevada, Reno
Pat Marble, Food Bank of Northern Nevada, Reno
Susan Meacham, University of Nevada, Las Vegas
Audrey McCool, University of Nevada, Las Vegas
Linda Newton, Clark County Health District, Las Vegas
Barbara Paulsen, Dairy Council of Nevada/Utah, Las Vegas
Launa Planck, Clark County School District, Las Vegas
Dori Pro, Clark County School District, Las Vegas
Leslie Porter, Washoe County School District, Reno
Karen Sanguinetti, Washoe County School District, Reno
Barbara Scott, Team Nutrition Consultant, Reno
Michael Tinsley, Inter-Tribal Council of Nevada – Child Care, Reno
Karen Vogel, Clark County School District, Las Vegas

Office of Child Nutrition and School Health - Staff Members

Donnell Barton, Director, Nevada Department of Education, Carson City
Patricia Cook, Consultant, Nevada Department of Education, Carson City
Katherine Stewart, Consultant, Nevada Department of Education, Carson City
Diane Hogan, Consultant, Nevada Department of Education, Las Vegas
Celia Martin, Consultant, Nevada Department of Education, Las Vegas

The Nevada Department of Education would also like to express its appreciation to the 1500 community stakeholders statewide, who outlined the focus areas of community interest covered within this model nutrition policy.

STATEWIDE CHILD NUTRITION, WELLNESS, AND HEALTHY SCHOOL ENVIRONMENT POLICY

1. Each local education agency shall establish a "school wellness policy" that at a minimum shall include:

- Goals for nutrition education, physical activity, and other school-based activities designed to promote student wellness.
- Nutrition guidelines for all foods made available to students, whether given away, earned, or sold, on the school campus during the school day.
- Food choices that are low in saturated fat and cholesterol while being moderate in total fat.

A. Saturated fats shall be limited to 10% of the total calories in the food product.

B. Total fats shall be limited to 30% of the total calories in the food product. Nuts, seeds, fluid milk products containing 2% or less fat, and cheese or yogurt made from reduced-fat, low-fat, or fat-free milk are exempt from this standard.

2. Additionally, in a positive progression to a healthier school environment, food selections on all campuses shall incorporate the following guidelines:

- Sodium shall be limited to no more than 600 mg of sodium per serving.
- Sugars shall be limited to no more than 35% sugar by weight per serving. This percentage does not include sugars from fruits and vegetables when used as additives.

3. Servings will not exceed the following portion sizes:

Elementary Grades		Middle/Junior/ High School Grades	
Chips (regular) - 1 ounce			Chips (regular) - 1.25 ounces
Chips (baked or no more than 5 grams of fat per ounce), crackers, popcorn, cereal, trail mix, nuts, seeds, dried fruit, jerky, pretzels - 1.5 ounces			Chips (baked or no more than 5 grams of fat per ounce), crackers, popcorn, cereal, trail mix, nuts, seeds, dried fruit, jerky, pretzels - 1.5 ounces
Cookies/cereal bars (plain) - 2 ounces			Cookies/cereal bars – 2 ounces

Cookies/cereal bars (with nuts, raisins, chocolate pieces and/or fruit purees) – 2.2 ounces

Cookies/cereal bars (with nuts, raisins, chocolate pieces and/or fruit purees) – 2.2 ounces

Bakery items (e.g., pastries, muffins) - 3 ounces

Bakery items (e.g., pastries, muffins) - 3 ounces

Frozen desserts - 4 ounces		Frozen desserts - 4 ounces
Water – No Limit		Water – No Limit
		Electrolyte replacement beverages – 12 ounces
Fruit drinks and frozen slushes (must contain a minimum of 50 % fruit juice) - 16 ounces		Fruit drinks and frozen slushes (must contain a minimum of 50 % fruit juice) - 16 ounces

4. Foods of minimal nutritional value will not be given away, sold, or used as incentives for students or student activities during the school day. The foods that are restricted from sale or 'give away' to students are classified within four categories:

- Soda Water — any carbonated beverage. No product shall be excluded from this definition because it contains discrete nutrients added to the food such as vitamins, minerals, and protein.
- Water Ices — any frozen, sweetened water such as "...sicles" and flavored ice with the exception of products that contain fruit or fruit juice.
- Chewing Gum — any flavored products from natural or synthetic gums and other ingredients that form an insoluble mass for chewing.
- Certain Candies — any processed foods made predominantly from sweeteners or artificial sweeteners with a variety of minor ingredients that characterize the following types: hard candy, jellies and gums, marshmallow candies, fondant, licorice, spun candy, and candy coated popcorn.

5. The following items are not restricted by the *Foods of Minimal Nutritional Value Policy* (FMNV). These items, however, may be restricted in usage by nutrition standards.

Ice Cream	Cookies	Cupcakes	Cakes	Chips	Dips
Candy containing chocolate and/or nuts (e.g. M & Ms, Snickers, Hershey's Kisses, Reese's Cups and Pieces, Milky Way, etc.)					

6. Reimbursable meals provided to students under the National School Lunch Program are exempt from this policy since they are governed by Federal Regulation 7 CFR, parts 210 and 220.
7. Each local educational agency may establish a policy that allows exemptions for foods that exceed the established nutrition parameters as follows:
- In observance of state or national holidays;
 - For established religious observances such as Christmas, Hanukah, and Kwanza;
 - School community observances, such as birthday parties;
 - As part of a learning experience related to the reinforcement of established lesson plans in the classroom; this exemption, however, does not allow for an exemption toward the sale of foods as part of a business enterprise or fundraising activity.
8. Beginning with the school year 2007, each local education agency shall:
- Designate at least 15 minutes for students to consume the breakfast meal;
 - Designate at least 20 minutes for students to consume the lunch meal;
 - Designate at least 30 minutes of time daily, for physical activity.
9. Beginning with the school year 2007, each local education agency shall serve lunch in the elementary schools after the mid-day recess period.
- Schools may apply for an implementation exemption, not to exceed two school years, by submitting a request to the Nevada Board of Education.
10. In addition, each school's wellness policy shall include:
- Guidelines for student incentives and rewards that are not based on the provision of foods of minimal nutritional value or foods that do not meet the food policy guidelines herein.
 - Guidelines for revenue accounting, in accordance with Nevada Revised Statute 233B.050, or in accordance with established school district rules of practice.
 - Designation of a person or persons responsible for the oversight of the wellness policy.

- Provisions for an advisory group composed of representatives from the school community, who would provide guidance in the development of the local education agency's wellness policy. Potential sources for member recruitment would be from the school's parents, students, the school food authority, the school board, school administrators, and school nurses, but are not limited to these groups.
 - A plan for measuring implementation of the school's wellness policy at both the school level and district level which, at a minimum, shall include:
 - A. The number of students in each school;
 - B. The average daily participation in the National School Lunch Program;
 - C. The average daily participation in the School Breakfast Program;
 - D. The level of the wellness policy implementation;
 - E. The time of the lunch recess at the elementary school level;
 - F. The length of the breakfast service;
 - G. The length of the lunch service;
 - H. When the service of lunch after recess, was implemented at the elementary school level;
 - I. The number of children with access to physical activity;
 - J. The average number of physical activity minutes available to each student;
 - K. The number of children with access to physical education;
 - L. The number of children receiving physical education;
 - M. The number of minutes of physical education provided;
 - N. The total number of school days a student is required to attend physical education during the current school year;
 - O. The name, business phone number, and e-mail address of the oversight officer.
11. The Nevada Department of Education shall provide a website to collect data and evaluate outcomes from policy implementation.

DEFINITIONS

The following definitions apply to the Nevada Department of Education, Statewide School Wellness Policy:

A La Carte	Refers to individually priced food items provided by the school food service department. These items may or may not be part of the reimbursable meal.
Activities of Daily Living	Those activities performed on a regular basis as part of a person's daily routine, such as, getting dressed each day.
Candies	A. <i>Hard Candy</i> — a product made predominantly from sugar (sucrose) and corn syrup that may be flavored and colored, is characterized by a hard, brittle texture and includes such items as sour balls, lollipops, fruit balls, candy sticks, starlight mints, after dinner mints, jaw breakers, sugar wafers, rock candy, cinnamon candies, breath mints, and cough drops. B. <i>Jellies and Gums</i> — a mixture of carbohydrates that are combined to form a stable gelatinous system of jellylike character and are generally flavored and colored, and include gum drops, jelly beans, jellied and fruit-flavored slices. C. <i>Marshmallow Candies</i> — an aerated confection composed of sugar, corn syrup, invert sugar, 20% water, and gelatin or egg white to which flavors and colors may be added. D. <i>Fondant</i> — a product consisting of microscopic-sized sugar crystals that are separated by a thin film of sugar and/or invert sugar in a solution such as candy corn/mints. E. <i>Licorice</i> — a product made predominantly from sugar and corn syrup that is flavored with an extract made from the licorice root.

Candies (cont'd)	<i>F. Spun Candy</i> — a product manufactured from sugar that has been boiled at high temperature and spun at a high speed in a special machine. <i>G. Candy Coated Popcorn</i> — popcorn that is coated with a mixture made predominantly from sugar and corn syrup.
Competitive Foods	Foods and beverages sold or made available to students that compete with the school's operation of the National School Lunch Program, the School Breakfast Program, and/or the After-school Snack Program. This definition includes, but is not limited to, food and beverages sold or provided in vending machines, in school stores, or as part of school fundraisers. School fundraisers include food sold by school administrators or staff (principals, coaches, teachers, etc.), students or student groups, parents or parent groups, or any other person, company, or organization.
Elementary School Campus	Refers to any campus containing a combination of grades K - 6. Examples: EE, PK - 3, 5 - 6, and 6th grade centers. Middle/Junior high schools with grade levels including one grade in this range would <u>not</u> be covered by this policy. Example: a 6 - 8 th grade middle school.
FMNV: Foods of Minimal Nutritional Value	Refers to the four categories of foods and beverages (soda water, water ices, chewing gum, and certain candies) that are restricted by this policy.
Fried Foods	Foods that are cooked by total immersion into hot oil or other fat, commonly referred to as "deep fat frying". This definition does not include foods that are stir-fried or sautéed.
Middle/Junior High School Campus	Refers to any campus containing a combination of grades 6 - 8. High schools with grade levels including one grade in this range would <u>not</u> be covered by this policy. Example: a high school with grades 8-12.
Physical Activity	Activity chosen by a person, not as a part of the activities of daily living, which allows exercise and mental diversion.

Physical Education	A structured physical educational program which incorporates classes or lessons but not recess and is approved for curriculum inclusion in the State of Nevada.
Refined or Added Sugar	Includes, but is not limited to, sucrose, dextrose, fructose, corn syrup, high fructose corn syrup, and other sweeteners that are added to food products.
School Day	For the purposes of this policy, the school day is defined as thirty (30) minutes prior to either the breakfast meal service time or the beginning of the first class of the day, whichever is earlier, to thirty minutes after the dismissal of all classes for the day.
School Meals	Meals provided under the National School Lunch Program, the School Breakfast Program, and the After School Snack Program for which schools receive reimbursement in accordance with all applicable federal regulations, policies, instructions, and guidelines.
Snacks	Defined as either competitive foods or a la carte (see definitions above), depending on whether or not they are provided by the school food service department.
Trans Fat	Occurs in foods when manufacturers use hydrogenation, a process in which hydrogen is added to vegetable oil to turn the oil into a more solid (saturated) fat. Trans fat may be found in such foods as margarine, crackers, candies, cookies, snack foods, fried foods, baked goods, salad dressings, and other processed foods.
Vended Product/Items	Refers to all food products sold on a school campus within store settings, classrooms, vending machines, vendor carts, through ala' cart sales, or in areas maintained for adult use.

**WASHOE COUNTY SCHOOL DISTRICT
NUTRITION SERVICES ENTERPRISE FUND
SCHEDULE OF REVENUES, EXPENSES AND
CHANGES IN NET ASSETS - BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2009
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2008)**

	2009 BUDGET		2009		2008
	ORIGINAL	FINAL	ACTUAL	VARIANCE TO FINAL BUDGET	ACTUAL
OPERATING REVENUES					
Charges for services	\$ 7,592,120	\$ 7,592,120	\$ 5,968,280	\$ (1,623,840)	\$ 6,738,145
OPERATING EXPENSES					
Food and supplies	8,090,193	9,165,718	7,886,203	1,279,515	8,716,418
Salaries and benefits	8,240,433	8,240,433	7,924,465	315,968	7,749,467
Purchased services	1,014,839	1,014,839	1,008,293	6,546	998,407
Property	11,500	11,500	-	11,500	10,999
Depreciation	106,390	106,390	106,177	213	103,685
Other	435,641	435,641	409,826	25,815	450,019
Total operating expenses	17,898,996	18,974,521	17,334,964	1,639,557	18,028,995
Operating (loss)	(10,306,876)	(11,382,401)	(11,366,684)	15,717	(11,290,850)
NONOPERATING REVENUES					
Federal subsidies	9,632,591	9,632,591	10,786,143	1,153,552	9,628,040
Commodity revenue	-	1,075,525	1,075,525	-	1,109,854
State matching funds	-	-	87,789	87,789	250,618
Special appropriations	82,433	82,433	-	(82,433)	-
Total nonoperating revenues	9,715,024	10,790,549	11,949,457	1,158,908	10,988,512
Income (loss) before transfers	(591,852)	(591,852)	582,773	1,174,625	(302,338)
TRANSFERS					
Transfers in	250,000	250,000	-	(250,000)	250,000
Change in net assets	(341,852)	(341,852)	582,773	924,625	(52,338)
NET ASSETS - July 1	<u>2,667,971</u>	<u>2,667,971</u>	<u>3,118,652</u>	<u>450,681</u>	<u>3,170,990</u>
NET ASSETS - June 30	<u>\$ 2,326,119</u>	<u>\$ 2,326,119</u>	<u>\$ 3,701,425</u>	<u>\$ 1,375,306</u>	<u>\$ 3,118,652</u>

**WASHOE COUNTY SCHOOL DISTRICT
NUTRITION SERVICES ENTERPRISE FUND
STATEMENT OF NET ASSETS
JUNE 30, 2009
(WITH COMPARATIVE TOTALS FOR JUNE 30, 2008)**

ASSETS	2009	2008
Current assets		
Cash and investments	\$ 2,055,508	\$ 2,452,106
Receivables	1,727,832	622,555
Inventories	582,057	668,448
Prepays	365	380
Total current assets	<u>4,365,762</u>	<u>3,743,489</u>
Capital assets		
Machinery and equipment	1,674,222	1,576,048
Less: Allowance for depreciation	<u>(1,277,423)</u>	<u>(1,171,246)</u>
Total capital assets	<u>396,799</u>	<u>404,802</u>
Total assets	<u>4,762,561</u>	<u>4,148,291</u>
LIABILITIES		
Current liabilities		
Accounts payable	232,206	231,825
Accrued liabilities	584,118	502,816
Unearned revenue	<u>244,812</u>	<u>294,998</u>
Total liabilities	<u>1,061,136</u>	<u>1,029,639</u>
NET ASSETS		
Invested in capital assets	396,799	404,802
Unrestricted	<u>3,304,626</u>	<u>2,713,850</u>
Total net assets	<u>\$ 3,701,425</u>	<u>\$ 3,118,652</u>

RFP 10-003
NSM Amended Final Budget Attachment I
(page 1 of 2)

PROPRIETARY FUND	(1)	(2)	(3)	(4)
	ACTUAL PRIOR	ESTIMATED	FISCAL	YEAR 2009-10
	YEAR ENDING	CURRENT YEAR	TENTATIVE	AMENDED FINAL
	06/30/2008	ENDING 6/30/09	APPROVED	APPROVED
OPERATING REVENUE				
Food Service Revenues	6,738,145	7,592,121	6,370,279	6,370,279
Total Operating Revenue	6,738,145	7,592,121	6,370,279	6,370,279
OPERATING EXPENSE				
100 Salaries	5,981,402	6,503,427	6,203,786	6,203,786
200 Benefits	1,768,064	1,737,006	1,576,884	1,576,884
300/400/500 Purchased Service	998,407	1,014,841	942,721	942,721
600 Supplies	8,716,418	8,101,692	7,470,567	7,470,567
700 Property	10,999			
Depreciation	103,685	106,390	104,302	104,302
800 Other	450,019	435,641	371,125	371,125
Total Operating Expense	18,028,994	17,898,997	16,669,385	16,669,385
Operating Income or (Loss)	(11,290,849)	(10,306,876)	(10,299,106)	(10,299,106)
NONOPERATING REVENUES				
Interest Earned				
State Matching Funds	250,618	82,433	0	0
Federal Sources	9,628,040	10,236,829	10,621,215	10,621,215
Commodity Foods	1,109,854	0	0	0
Other Income		0	0	0
Total NONOPERATING Revenues	10,988,512	10,319,262	10,621,215	10,621,215
NONOPERATING EXPENSES				
Interest Expense				
Total NONOPERATING Expenses	0	0	0	0
Net Income before operating transfers	(302,337)	12,386	322,109	322,109
Operating Transfers (Schedule T)				
IN	250,000	250,000	250,000	250,000
OUT				
Net Operating Transfers	250,000	250,000	250,000	250,000
NET INCOME	(52,337)	262,386	572,109	572,109
Retained Earnings				
Beginning July 1	3,170,990	3,118,653	3,381,039	3,381,039
Residual Equity Transfer OUT				
Ending June 30	3,118,653	3,381,039	3,953,148	3,953,148

RFP 10-003
NSM Amended Final Budget Attachment I
(page 2 of 2)

PROPRIETARY FUND	(1)	(2)	(3)	(4)
	ACTUAL PRIOR YEAR ENDING 06/30/2008	ESTIMATED CURRENT YEAR ENDING 6/30/09	FISCAL YEAR 2009-10 TENTATIVE APPROVED	AMENDED FINAL APPROVED
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash payments for employee salaries and benefits	(7,749,487)	(8,240,433)	(7,780,670)	(7,780,670)
Cash payments for purchased services	(998,407)	(1,014,841)	(942,721)	(942,721)
Cash payment for food and supplies	(7,606,564)	(8,101,692)	(7,470,567)	(7,470,567)
Cash payments for other	(461,018)	(542,031)	(475,427)	(475,427)
Cash received for services	6,781,160	7,592,121	6,370,279	6,370,279
a. Net cash provided/(used) by operating activities	(10,034,296)	(10,306,876)	(10,299,106)	(10,299,106)
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Operating Transfers-In (Out)	250,000	250,000	250,000	250,000
Federal Sources	9,628,040	10,236,829	10,621,215	10,621,215
State Match	250,618	82,433		
Other Income	0	0	0	0
b. Net cash provided by noncapital financing activities	10,128,658	10,569,262	10,871,215	10,871,215
C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Purchase of equipment	(5,242)	0	0	0
c. Net cash used for capital and related financing activities	(5,242)	0	0	0
D. CASH FLOWS FROM INVESTING ACTIVITIES:				
Interest Earned	0	0	0	0
d. Net cash provided from investing activities	0	0	0	0
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	89,120	262,386	572,109	572,109
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	2,362,986	2,452,106	2,714,492	2,714,492
CASH AND CASH EQUIVALENTS AT END OF YEAR	2,452,106	2,714,492	3,286,601	3,286,601