

#### Office of the Chief Financial Officer

April 26, 2024

#### ADDENDUM #2

## RFP 2024-1 Child Nutrition Programs

In regard to the Request for Proposal (RFP) issued April 5, 2024, note the following clarifications, changes and/or additions. **NO MORE QUESTIONS WILL BE ACCEPTED** 

#### **Question 1:**

So that projected food service program growth is consistent, please provide actual USDA Meal Claims by school for the 2023-2024 Academic Year as well as the 2023 Summer claims for any meals served for,

- o Seamless Summer Feeding Option or SFSP
- o CACFP
- o Please provide the number of corresponding Operating Days is the days are not listed on the Claim sheets.

#### Answer 1:

Answered on Addendum 1 – Question 1/Answer 1

The Operating Days are listed on the Claims sheets attached to the solicitation.

### **Question 2**:

Please provide the District's overall Average Daily Attendance (ADA) percentage that all FSMCs will use for proforma development.

#### Answer 2:

ADA is listed on the Claims sheets attached to the solicitation.

#### **Ouestion 3:**

Please provide context regarding the two Day Care centers or Head Start programs for which food service is provided. Please provide the number of students, daily meals, and a total revenue amount which all FSMC's are to use in developing a proforma.

#### Answer 3:

Answered on Addendum 1 – Question 3/Answer 3

#### **Ouestion 4:**

If Catering or Vending programs are offered, please provide an annual revenue total for all FSMC's to use in developing a proforma.

#### Answer 4:

Answered on Addendum 1 – Question 4/Answer 4

#### **Question 5:**

Student Enrollment data by school for the 2026, 2027, 2028 and 2029 School Years.

#### Answer 5:

The District projects flat enrollment each year.

#### **Question 6:**

Any District Expenses the Food Service Program covers including,

- o SFA Employee Wages
- o SFA Employee Benefits
- o SFA Direct Expenses
- o SFA Indirect Expenses

### **Answer 6:**

Please refer to Section 7 / Attachment 7.2 / Page 46

Please refer to Section 8 / Exhibits / Pages 71 – 74

#### **Question 7:**

Are there any costs billed outside of the Billing Rates listed in the FSMC renewal. If so, please provide details.

#### Answer 7:

No

#### **Question 8:**

Please clarify the requested investment of \$5,000. Is that an annual amount to equally \$25,000 over 5 years or the total investment of \$5,000?

#### Answer 8:

Total investment of \$5,000.

#### **Question 9:**

Does the SFA provide vehicle(s) for deliveries to the schools or whether the FSMC must provide the vehicle(s).

#### Answer 9

SFA provides vehicle(s) for the FSMC deliveries.

#### **Question 10:**

Is there any current equipment from current FSMC that will be removed in the event there is a change on FSMC's?

### **Answer 10:**

No

# **Question 11:**

Please provide a copy of any current MOU between the SFA and outside entities for which meals are provided.

## Answer 11:

Attached

# **Question 12:**

Please provide a copy of the current, State approved FSMC renewal.

# Answer 12:

Attached

Thank you,

Lizette Huie Chief Financial Officer

## INTER-AGENCY CATERING AGREEMENT

# BETWEEN SAHUARITA UNIFIED SCHOOL DISTRICT AND GRACE LUTHERAN CHURCH 2023-2024

This agreement") is entered into on June 5, 2023, by and between Sahuarita Unified School District and Grace Lutheran Church for school meals.

Whereas, the facilities and capabilities of Sahuarita Unified School District are adequate to prepare and deliver specified meals to the Grace Lutheran Church's facility(ies); and

Whereas, Sahuarita Unified School District is willing to provide such services to Grace Lutheran Church on a Fixed-price contract basis.

Therefore, both parties agree as follows:

#### **AGREEMENT**

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#### 1. Terms and Conditions

- 1.1. <u>Duration:</u> This Agreement shall become effective after both parties sign it and Arizona Department of Education (ADE) approves it. Sahuarita Unified School District shall provide meals during the period beginning on 7/1/2023 and ending on 6/30/2024.
- 1.2. Food Services:
  - 1.2.1. Sahuarita Unified School District will deliver the meals in BULK form.
  - 1.2.2. Sahuarita Unified School District will not offer a la carte food service.
- 1.3. Service Site(s): For the purpose of this Agreement, Sahuarita Unified School District shall make and deliver bulk meals at the following location(s):

  Grace Lutheran Church
- 1.4 <u>Delivery Requirements:</u> Sahuarita Unified School District shall make deliveries of the meals only to the authorized Site(s) specified in Paragraph 1.3 within the hours and on the days designated below:
   Breakfast: Monday Friday by 7:30 a.m.
   Lunch: Monday Friday by 10:45 a.m
- 1.5. <u>Meal Prices:</u> Sahuarita Unified School District's price for each meal as based on the information below. The prices shall be firm for the term of the contract.

Each Breakfast meal (if requested) is \$ 2.00

Each Lunch meal is \$ 3.50

Each Adult Lunch meal is \$ 3.50

Delivery charge per day \$ 3.00

#### 2.Meals

- 2.1. The meal shall include the following components; fruits, vegetables, grains, meat/meat alternates, and fluid milk.
- 2.2. Sahuarita Unified School District and Grace Lutheran Church shall work together to implement procedures for parents or guardians to request modifications to meal service for children with disabilities.
- 2.3. Meal Delivery
  - 2. 3.1. Sahuarita Unified School Districts meal delivery vehicle must be adequately constructed so as to

protect the food, foodservice equipment, from contamination at all times during transportation.

- 2.3.2. During the transportation of meals, hot foods that are temperature controlled for safety, must be kept at a minimum temperature of 135° F at all times.
- 2.3.3. During the transportation of meals, cold foods that are temperature controlled for safety, must be kept at or below 41° F at all times and be transported in containers capable of maintaining temperatures at or below 41° F.

#### 2.4. Meal Estimates:

- 2.4.1. Grace Lutheran Church shall provide an email or phone call, before the first day of operation, a reasonably accurate estimate of the number of meals to be delivered to the Grace Lutheran Church each day.
- 2.4.2. Sahuarita Unified School District shall allow the Grace Lutheran Church to increase or decrease the number of meal orders, as needed.
- 2.4.3. Grace Lutheran Church shall notify the Sahuarita Unified School District in writing of necessary increases or decreases in the number of meal orders within 2 hours of the scheduled delivery time.

#### 2.5. Health Certification and Safety:

- 2.5.1. Sahuarita Unified School District agrees to provide the Grace Lutheran Church with copies of the current health inspections, if requested by the Grace Lutheran Church. Sahuarita Unified School District also agrees to notify Grace Lutheran Church of the results of any health inspection that is made during the duration of this agreement.
- 2.5.2. Sahuarita Unified School District shall be responsible for maintaining the premises, equipment, and facilities in a condition satisfactory to Grace Lutheran Church.

  The Sahuarita Unified School District shall adhere to the standards of cleanliness and sanitary practices as required by the Health Department, the School Board standards, and USDA standards to ensure continual sanitation in all functions and matters related to the food service program.
- 2.5.3. In the storage, preparation, and service of food, the Sahuarita Unified School District shall maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations and comply with the food safety requirements. [7 CFR 210.9(b)(14)]
- 2.5.4. The Sahuarita Unified School District shall assure that all food is properly stored, prepared, packaged, and transported. In addition, any substance that the food contacts or which is used in conjunction with the food shall be so handled as to assure that it does not become contaminated.

#### 2.6. Licenses:

- 2.6.1. The Sahuarita Unified School District shall maintain, in current status, all Federal, State, and local licenses and permits required.
- 2.6.2. The Sahuarita Unified School District must have a State or local "Permit to Operate" for the facility where it prepares meals. The Sahuarita Unified School District shall maintain a current "Permit To Operate" for the duration of the agreement.

#### 2.7. HACCP

2.7.1. The Sahuarita Unified School District shall ensure compliance with a food safety management system that complies with the Hazard Analysis and Critical Control Point (HACCP) principles or meets the USDA guidance for developing a process approach to HACCP. [Public Law 108-265] The Sahuarita Unified School District will ensure compliance with site-specific written food safety plans based on HACCP.

### 2.8. Invoicing/Payment:

- 2.8.1. The Sahuarita Unified School District shall present to the Grace Lutheran Church an invoice no later than the 5th day of each MONTH which itemizes the previous month's delivery.
- 2.8.2. The Grace Lutheran Church shall pay the Sahuarita Unified School District by the 20th day of each MONTH the full amount as presented on the itemized invoice.
- 2.8.3. The Grace Lutheran Church shall pay the Sahuarita Unified School District for all meals delivered when due in accordance with the Agreement. If the Grace Lutheran Church does not make a payment when due then meal service will cease to continue until payment is made.
- 2.8.4. The Grace Lutheran Church shall notify the Sahuarita Unified School District within forty-eight (48) hours of receipt of any discrepancy in the invoice. The Grace Lutheran Church shall pay the Sahuarita Unified School District for all meals delivered that are in compliance with this Agreement.
- 2.9. Child and Adult Care Food Service Program(CACFP) Snack/Pre-School;
  - 2.9.1. All meals served will meet the meal pattern requirements listed in 7 CFR 226.20.
  - 2.9.2. The Sahuarita Unified School District shall not subcontract for the total meal, with or without milk, or for the assembly of the meal. [7 CFR 226.21(e)]
  - 2.9.3. The Sahuarita Unified School District shall be in conformance with all applicable portions of the SFA's agreement under the program. [7 CFR 226.6 (i)(6)]

#### 3.Contract

#### 3.1. Contract Termination:

- 3.1.1. Either party may, at any time during the life of this Agreement, terminate this Agreement without cause by giving thirty (30) days written notice to the other party of its intention to do so.
- 3.1.2. The Grace Lutheran Church may also terminate this Agreement upon written notice if the Sahuarita Unified School District fails to fully comply with the terms and conditions.

# 4.Signatures

Sahuarita Unified School District:	Grace Luthern Church:
What Signature	Signature 76
Or Manuel Chlorecela Name of Representative	Name of Representative
Title f Representative	Title of Representative
Mailing Address Street/PO Box	75 W. Sahuarita Rd. Mailing Address Street/PO Box
Mailing Address City, State, Zip Code	Sahuarita AZ 85629 Mailing Address City, State, Zip Code
(Saa) 625.3502 Eat. 1201 Telephone	520-848-4630 Telephone
In whenzixla@Sahuria.net	director @ gracelutheansaz.org
(4/28/23). Date	7/26/2023 Date



May 4, 2023

CTD#10-02-30

Lizette Huie Chief Financial Officer Sahuarita Unified District 350 W. Sahuarita Road Sahuarita, Arizona 85629

Dear Ms. Huie,

Your Food Service Management Company (FSMC) contract renewal amendment with **Southwest Foodservice Excellence, LLC** from July 1, 2023, to June 30, 2024, has been approved by the Arizona Department of Education (ADE). Your contract file is now complete for the 2023-2024 school year. According to ADE records, this is the 4<sup>th</sup> and final renewal for the original contract which became effective on June 27, 2019.

ADE reserves the right to review a material change for compliance with the original solicitation documents in the interest of open and fair competition.

If you have any questions or concerns, please feel free to contact me at (602) 364-2205 or by email at <a href="https://example.com/HNSContracts@azed.gov">HNSContracts@azed.gov</a>

Sincerely,

Phil Grant

Phil Grant

Contracts Management Officer Health and Nutrition Services Arizona Department of Education