



Teach Las Vegas

TEACH Las Vegas. Regular Board Meeting

Amended on April 19, 2022 at 5:12 PM PDT

Date and Time

Tuesday April 19, 2022 at 6:00 PM PDT

Location

<https://teachpublicschools-org.zoom.us/j/85701302590?pwd=Qi8vekJKbFBmT05WMMGt0WncrRmN4Zz09> Meeting ID: 857 0130 2590 Passcode: 852246 One tap mobile [+16699006833](tel:+16699006833),85701302590#,,,,*852246# US (San Jose) [+12532158782](tel:+12532158782),85701302590#,,,,*852246# US (Tacoma) Dial by your location [+1 669 900 6833](tel:+16699006833) US (San Jose) [+1 253 215 8782](tel:+12532158782) US (Tacoma) [+1 346 248 7799](tel:+13462487799) US (Houston) [+1 929 205 6099](tel:+19292056099) US (New York) [+1 301 715 8592](tel:+13017158592) US (Washington DC) [+1 312 626 6799](tel:+13126266799) US (Chicago) Meeting ID: 857 013 0 2590 Passcode: 852246 Find your local number: <https://teachpublicschools-org.zoom.us/j/85701302590?pwd=Qi8vekJKbFBmT05WMMGt0WncrRmN4Zz09>

This Board Meeting Agenda has been posted on the school's [Board on Track page](#), which is linked from the [TEACH Las Vegas webpage](#), and the official website of the state, <https://notice.nv.gov>. The agenda is also posted in the school's main office at 4660 N Rancho Drive, Las Vegas, NV 89130.

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
A. Call the Meeting to Order		Trishawn Allison	
B. Record Attendance		Beth Bulgeron	1 m
C. Public Comment		Trishawn Allison	10 m

Public Comment will be taken during this agenda item regarding any item appearing on the agenda. No action may be taken on a matter discussed under this item until the matter is included on an agenda as an item on which action may be taken. See NRS 241.020. A time limit of three (3) minutes, subject to the discretion of the Chair, will be imposed on public

Purpose Presenter Time

comments. The TEACH LV Chair may allow additional public comment at her discretion. Public Comment #2 will provide an opportunity for public comment on any matter not on the agenda.

II. CONSENT ITEMS

6:11 PM

Consent Items- Items under Consent Items will be voted on in one motion, unless a member of the Board request that an item be removed and voted on separately, in which case the Board Chair will determine when it will be balled and considered for action. Due to the set-up of Board On Track, approval of any board meeting minutes will be done throughout consent and listed as items B-Z (as needed) under Consent Items.

A. Approval of Board Agenda and Minutes of the March 8, 2022 Board Meeting	Vote	Trishawn Allison	3 m
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III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION

6:14 PM

A. Financial Report	Discuss	Theresa Thompson	5 m
B. Update on Explore	Discuss	Beth Bulgeron	5 m
C. Contract for School Psychologist Services	Vote	Beth Bulgeron	5 m
D. Request for Proposals: Food Management Services	Vote	Enrique Robles	5 m
E. Updated Fiscal Policy	Vote	Beth Bulgeron	5 m
F. Update on Student Recruitment	FYI	Andrea Moore	5 m
G. Executive Director's Report	Discuss	Andrea Moore	5 m

IV. Closing Items

6:49 PM

A. Upcoming Meeting Date	FYI		5 m
The next regular Board Meeting is scheduled for May 10, 2022 at 6 pm.			
B. Public Comment			5 m
C. Board Member Comments			5 m
D. Adjourn Meeting	Vote		

Coversheet

Approval of Board Agenda and Minutes of the March 8, 2022 Board Meeting

Section: II. CONSENT ITEMS
Item: A. Approval of Board Agenda and Minutes of the March 8, 2022 Board Meeting
Purpose: Vote
Submitted by:
Related Material: 2022_03_08_board_meeting_minutes.pdf

DRAFT



Teach Las Vegas

Minutes

TEACH Las Vegas Governing Board Meeting

Date and Time

Tuesday March 8, 2022 at 6:00 PM

Location

Beth Bulgeron is inviting you to a scheduled Zoom meeting.

Topic: TEACH LV Regular Board Meeting

Time: Mar 8, 2022 06:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://teachpublicschools-org.zoom.us/j/85678522307>

Meeting ID: 856 7852 2307

One tap mobile

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+1 301 715 8592 US (Washington DC)

Meeting ID: 856 7852 2307

Find your local number: <https://teachpublicschools-org.zoom.us/u/kgzTjnRLA>

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Directors Present

C. Igeleke (remote), D. Horn (remote), N. Sarisahin (remote), T. Allison (remote)

Directors Absent

J. Sinclair

Ex Officio Members Present

A. Moore

Non Voting Members Present

A. Moore

Guests Present

B. Bulgeron, E. Robles, L. Ramirez, M. Brown, M. Pimienta, R. Carranza

I. Opening Items

A. Call the Meeting to Order

T. Allison called a meeting of the board of directors of Teach Las Vegas to order on Tuesday Mar 8, 2022 at 6:01 PM.

B. Record Attendance

C. Public Comment

There was no public comment

II. CONSENT ITEMS

A. Approval of Board Agenda and Minutes of the February 8, 2022 Board Meeting and the February 28th Special Meeting

T. Allison made a motion to Approve the consent items.

D. Horn seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

D. Horn Aye

J. Sinclair Absent

N. Sarisahin Aye

T. Allison Aye

C. Igeleke Aye

III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION

A. Financial Report

Theresa Thompson presented the monthly financials. Highlights reflected the anticipated rent adjustment and the 125 enrollment. Cash balance remains a concern. Adjustments and deferrals are being considered to improve cash flow for the remainder of the school year. The report included the usual balance sheet and is attached to the board agenda.

B. 2022-2023 TEACH Las Vegas Preliminary Budget

D. Horn made a motion to Approve the Preliminary Budget.

T. Allison seconded the motion.

Theresa Thompson presented the preliminary budget with Matt Brown. The budget projected an enrollment of 383 students and used the current rates for FRL and SPED. The state rates will be updated. The board asked several questions about the budget and debated on whether to not to approve the preliminary budget at this meeting or to wait until the April meeting. Ultimately the board decided to approve the preliminary budget, knowing that adjustments may be made in the future.

The board **VOTED** to approve the motion.

Roll Call

J. Sinclair Absent
D. Horn Aye
T. Allison Aye
C. Igeleke Aye
N. Sarisahin Aye

C. Update on Explore

Matt Brown provided an update on the Explore situation. It is very likely that Explore pay a lump sum and then will be able to pay half of the rent through Opportunity 180 and that Redhook will lower the amount due each month by half. Matt will confer with John on the issue of whether or not the licensing agreement needs to be revised. Board members commented that this was a very positive outcome to a difficult situation.

D. Update on Student Recruitment

Andrea Moore gave the update on student enrollment. She stated that the school has 125 new recruits from the recent social media outreach and open house. She was very optimistic that the school will reach its goal. She is holding open houses each month and then alternating Tuesday open houses and Saturday open houses from March 22 through May.

E. Vote to Remove Inactive Board Member

T. Allison made a motion to Remove Sinclair from the Board.

N. Sarisahin seconded the motion.

Boardmember Igeleke asked if the process was compliant with the Bylaws and whether or not notice was provided to Sinclair.

The board **VOTED** to approve the motion.

Roll Call

N. Sarisahin Aye
T. Allison Aye
D. Horn Aye
J. Sinclair Absent
C. Igeleke Aye

F. Executive Director's Report

Andrea Moore delivered the Executive Director's report. All staff plan on returning, although some are trying new grade level assignments. Leadership is busy with progress monitoring in order to provide timely interventions for students who are underperforming. The board offered congratulations and commended her on her hard work. Board member Igeleke shared her positive experience at a recent school visit.

IV. Closing Items

A. Upcoming Meeting Date

The Board decided to move the next meeting date to April 5th (from the original date of April 12th) in order to have sufficient time to make adjustments to the preliminary budget, should that be necessary.

B. Public Comment

There was no public comment.

C. Board Member Comments

No additional Board Member Comments

D. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:54 PM.

Respectfully Submitted,
T. Allison

Coversheet

Financial Report

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION
Item: A. Financial Report
Purpose: Discuss
Submitted by:
Related Material:
TEACH_Las Vegas PPT Template for Monthly Board Presentations - March 2022.pdf



TEACH Las Vegas

Financial Presentation – March 2022

March Highlights

- FY22-23 Approved Tentative Budget Submitted for review – Due date 4/15/2022
- Approved Budget Revision with proposed 125 enrollment (March's payments based on enrollment of 113.79)
- Greater Schools for Nevada Charter School Program grant award of \$1.5M approved. Submitted and CSP approved \$351K of YTD reimbursements- (\$53,526 submitted for P/Y)- CSP reimbursement schedule has changed from Monthly to Quarterly.
- Opportunity 180 Loan amount \$100,000- this loan has potential to be forgiven as grant.
- Applications and Budgets submitted for Title Funds/SPED Funds- Updated Budgets submitted and forecast updated
- TEACH Las Vegas Nevada Revolving Loan revised amount of \$29,000 (\$500 per 48 enrollment) vs \$162,500 (\$500 per 325 enrollment) – Loan amount received July 7, 2021

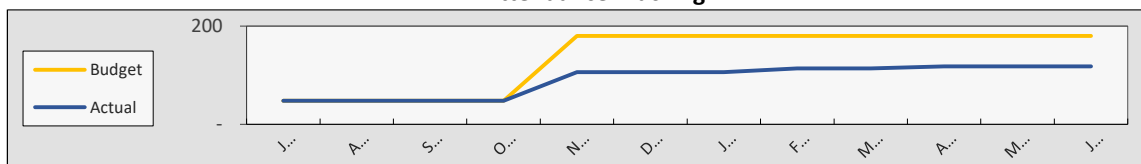
Teach High School - NV



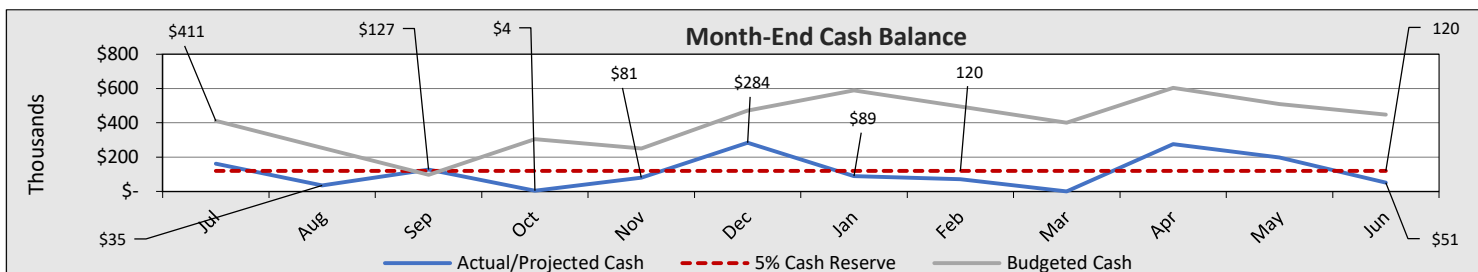
FY22 Board Summary

Revised 4/15/2022

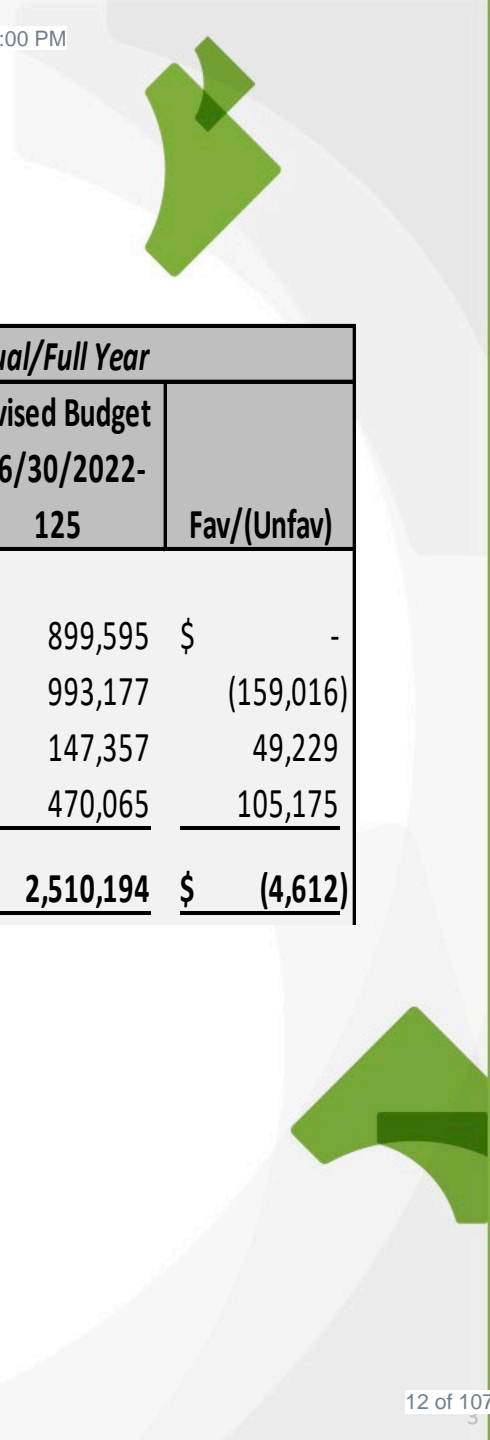
Attendance Tracking



	Year-to-Date			Annual/Full Year		
	Actual @ 03/31/2022	Revised Budget 03/31/2022@ 125	Fav/(Unfav)	Forecast @ 06/30/2022 -125	Revised Budget @6/30/2022-125	Fav/(Unfav)
Revenue						
Distributed School Account	\$ 532,230	\$ 531,090	\$ 1,140	\$ 899,595	\$ 899,595	\$ -
State Revenue	351,216	556,392	(205,176)	834,161	993,177	(159,016)
Federal Revenue	22,945	24,492	(1,547)	196,586	147,357	49,229
Other Local Revenue	430,240	370,065	60,175	575,240	470,065	105,175
Total Revenue	\$ 1,336,631	\$ 1,482,040	\$ (145,409)	\$ 2,505,583	\$ 2,510,194	\$ (4,612)
Expenses						
Salaries	\$ 447,154	\$ 439,933	\$ (7,220)	\$ 606,920	\$ 599,100	\$ (7,820)
Employee Benefits	125,440	133,044	7,604	175,359	187,854	12,495
Prof. and Tech. Services	221,827	247,629	25,802	328,707	340,609	11,902
Property Services	550,061	551,033	971	649,211	727,801	78,590
Other Purchased Services	53,827	51,302	(2,525)	61,676	66,388	4,712
Supplies	324,540	348,262	23,721	559,561	534,848	(24,712)
Debt Service and Misc.	3,407	3,670	263	3,670	3,932	263
General	5,173	6,420	1,246	8,921	10,168	1,246
Total Expenses	\$ 1,731,430	\$ 1,781,291	\$ 49,861	\$ 2,394,024	\$ 2,470,700	\$ 76,676
Total Surplus(Deficit)	\$ (394,799)	\$ (299,251)	\$ (95,548)	\$ 111,559	\$ 39,494	\$ (72,064)
Adjustment for GASB:						
Add Back Deferred Rent	241,571	228,384		254,759	228,384	
Adjusted Surplus(Deficit)	(153,228)	(70,868)		366,318	267,878	
Beginning Fund Balance	31,096	31,096		31,096	31,096	
Ending Fund Balance	\$ (122,132)	\$ (39,772)		\$ 397,414	\$ 298,974	
<i>As a % of Annual Expenses</i>	<i>-5.1%</i>	<i>-1.6%</i>		<i>16.6%</i>	<i>12.1%</i>	



TEACH – Las Vegas Revenue



	Year-to-Date			Annual/Full Year		
	Actual @ 03/31/2022	Revised Budget 03/31/2022@ 125	Fav/(Unfav)	Forecast @ 06/30/2022 - 125	Revised Budget @6/30/2022- 125	Fav/(Unfav)
Revenue						
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Total Revenue	\$ 1,336,631	\$ 1,482,040	\$ (145,409)	\$ 2,505,583	\$ 2,510,194	\$ (4,612)

See explanations on next slide

TEACH- Las Vegas Revenue

- ❑ Distributed School Account (DSA) \$899.5K- State Revenue which is currently calculated at \$7,196.76 per Pupil. These funds are generated from State Taxes. Decrease is due to forecasting enrollment @ 125 instead of revised budget of 150 as well as updated per Pupil amount from \$7,403 to \$7,196.76
- ❑ State Revenue \$834K (**projected decrease of \$159K**)- is State Funding consisting of:
 - ❑ Special Education Funding of \$52K at a rate of \$455 per Enrollment.
 - ❑ Great Schools of Nevada Charter School Program Funding Grant of \$601K (a decrease of \$159K from January 2022) that is projected to be spent during FY21/22. This variance is subject to change as expenses incur and reimbursement requests submitted
 - ❑ Projected ESSER III Funds of \$83K added to forecast
- ❑ Federal Revenue \$196.5K (**projected increase of \$49K**)-mainly consisting of:
 - ❑ Restricted Grants In Aid \$107K- projected increase of \$27K as lunch reimbursements for National School Lunch Program (NSLP) - amounts have been updated based on prior NSLP reimbursement submissions- forecasted amounts subject to change based on actual submissions
 - ❑ Title I Funding of \$53.6K @\$466 per Free and Reduce Lunch Student which is projected reimbursed at 115 or 92% of projected student enrollment (updated budget submitted). Title I projected increase of \$15K compared to revised budget – new amounts based on Grants Management System
 - ❑ Title IIA \$11K based on updated grant amount in GMS- increase of \$3.2K
 - ❑ Federal Special Education Revenue of \$16K at a Rate of \$716 per Special Education Student. TLV is projecting @ 18% or 22.5 students will need Special Education Services. These amounts are subject to change based on final student count and any adjustments
 - ❑ Other Federal Revenue of \$8.1K consist of Title III- \$4,385 and Title IVA -\$3,773 combine increase of \$3.1K per updated amounts in GMS
- ❑ Other Local Revenue \$575K (**projected increase of \$105K**) and consist of 11months rental payments from Explore plus property insurance (added 1 additional months @30K and **Proposed 3 months @25K**)- \$100K for projected loan forgiveness from Opportunity 180(Great Schools for Nevada Charter School Program)-

TEACH Las Vegas – Expenses & Fund Balance



	Year-to-Date			Annual/Full Year		
	Actual @ 03/31/2022	Revised Budget 03/31/2022@ 125	Fav/(Unfav)	Forecast @ 06/30/2022 - 125	Revised Budget @6/30/2022- 125	Fav/(Unfav)
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Salaries	\$ 447,154	\$ 439,933	\$ (7,220)	\$ 606,920	\$ 599,100	\$ (7,820)
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<i>Adjustment for GASB:</i>						
Add Back Deferred Rent	241,571	228,384		254,759	228,384	
Adjusted Surplus(Deficit)	(153,228)	(70,868)		366,318	267,878	
Beginning Fund Balance	31,096	31,096		31,096	31,096	
Ending Fund Balance	\$ (122,132)	\$ (39,772)		\$ 397,414	\$ 298,974	
<i>As a % of Annual Expenses</i>	<i>-5.1%</i>	<i>-1.6%</i>		<i>16.6%</i>	<i>12.1%</i>	

Note: Variance explanations on next slide

TEACH- Las Vegas Expense

- **Salaries: \$606.9K**-Consist of 8 Certificated Teachers- (8 on staff and no open positions forecast)-- Certificated SPED Teacher, one Certificated EL Coordinator, one ED, and one Office Manager, one First Aid and Safety Assistant and IT Support/Server

- **Benefits: \$175K**- Mainly consist of Retirement PERS 29.25% @ \$126K // Health Benefits @\$25.7K

- **Professional Technical Services: \$328.7K**- Office and Administrative Fees \$138K Fees that are paid to EMO based on 5% of Total Revenue. Professional and Educational Services consist of \$71K of projected education Special Education services the entire amount included for reimbursement in CSP Budget. (reduced to agree with prior months' expenses) Data Processing and Coding Services \$37K based on 2% of revenue)

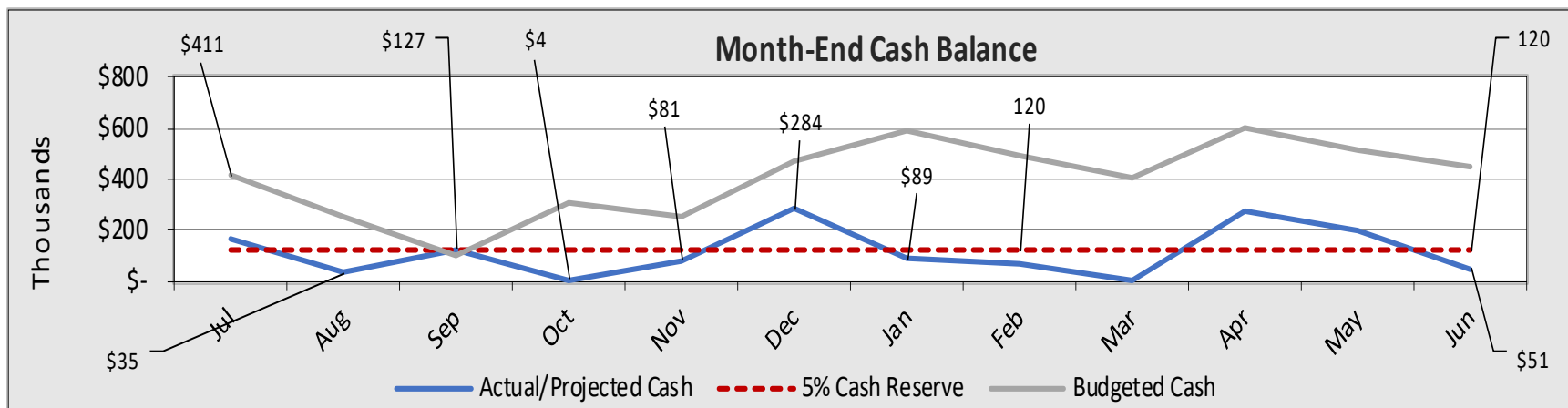
- **Purchased Property Services: \$649K- projected decrease of \$78K** Mainly consist of building lease amount of \$569K (includes deferred which is adjusted out-\$241.5K of lease amount is abated and deferred)- **Proposed Lease adjustment- forecasted @ \$25K March-June (subject to change)- decrease rent amount by \$63K**

- **Supplies: \$559K- Projected increase of \$ 24.7K**- Mainly consist of General Supplies of \$77K. Technology Supplies and Equipment of \$230K which includes Chromebooks, Faculty Laptops, Wireless Point Installation Cost, - all forecasted cost included for reimbursement in CSP Budget. Projected Nutrition Cost of \$90K. Combined Supplies Tech and Equipment \$102K. -all forecasted cost included for reimbursement in CSP Budget.



TEACH Las Vegas – Cash

- ❑ Projected Cash Balance at year-end is \$51K
- ❑ Repayment 180 Loan is excluded from cash flow- this year- with anticipation that this loan will be forgiven as grant
- ❑ Includes \$78K for PERS remaining to be paid



Questions & Discussion

Appendix follows, including:

- Monthly Cash Flow / Forecast 21/22
- Budget vs. Actual
- Statement of Financial Position
- AP Aging
- Monthly Check Register

Teach High School - NV

Monthly Cash Flow/Budget FY22

Revised 4/15/2022



	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Year-End Accruals	Annual Forecast	Revised Budget	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(62,205)	(113,125)	(73,547)	(152,745)	292,111	(101,655)	(14,253)	(46,324)	(123,055)	211,911	(93,794)	72,816	315,425	111,559	39,494	
Cash flows from operating activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Funding Receivables	-	-	-	-	-	-	-	-	36,424	-	-	28,429	(315,425)	(250,571)	(225,079)	
Grants and Contributions Rec.	-	(52,000)	53,527	-	(293,457)	145,184	(18,500)	(31,919)	-	30,000	30,000	-	-	(137,165)	(146,746)	
Due To/From Related Parties	-	-	-	-	-	-	-	-	5,961	53,744	(25,000)	(27,000)	-	7,705	-	
Prepaid Expenses	(1,742)	5,301	2,537	2,032	(5,983)	10,048	2,032	(11,490)	-	-	-	(183,206)	-	(180,471)	12,192	
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable	(24,385)	23,862	47,215	(53,615)	10,710	67,333	(78,043)	-	(33,865)	-	-	-	-	(40,788)	71,119	
Accrued Expenses	6,319	16,404	17,363	16,984	17,141	16,649	23,065	18,134	44,149	10,440	10,440	10,440	-	207,529	90,861	
Other Liabilities	137,183	27,550	45,443	63,837	56,492	65,389	(108,883)	52,666	-	-	-	(78,459)	-	261,219	343,894	
Cash flows from investing activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Purchases of Prop. And Equip.	-	(34,824)	-	-	-	-	-	-	-	-	-	-	-	(34,824)	(34,824)	
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash flows from financing activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds from Debt	29,000	-	-	-	-	-	-	-	-	-	-	-	-	29,000	29,000	
Repayments on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	84,171	(126,832)	92,539	(123,507)	77,012	202,948	(194,582)	(18,932)	(70,385)	276,095	(78,354)	(146,980)				
	77,569	161,740	34,908	127,447	3,939	80,952	283,899	89,317	70,385	0	276,095	197,741				
	\$ 161,740	\$ 34,908	\$ 127,447	\$ 3,939	\$ 80,952	\$ 283,899	\$ 89,317	\$ 70,385	\$ 0	\$ 276,095	\$ 197,741	\$ 50,761				
	119,701	119,701	119,701	119,701	119,701	119,701	119,701	119,701	119,701	119,701	119,701	119,701				

TEACH Las Vegas

Budget vs Actual

For the period ended March 31, 2022

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
State Revenue Distributed School Account							
Basic General Governmental Services Tax	68,245	-	68,245	532,230	-	532,230	-
Basic Support	-	74,936	(74,936)	-	531,090	(531,090)	899,595
Total State Revenue Distributed School Account	68,245	74,936	(6,692)	532,230	531,090	1,140	899,595
State Revenue							
Special Ed portion to DSA	-	-	-	-	5,460	(5,460)	52,325
Restricted Grants-in-Aid	5,171	255,750	(250,579)	351,216	550,932	(199,716)	940,852
E-Rate Funds	-	-	-	-	-	-	4,984
Total State Revenue	5,171	255,750	(250,579)	351,216	556,392	(205,176)	998,161
Federal Revenue							
Title I	-	-	-	-	-	-	38,160
Title IIA	-	-	-	-	-	-	8,151
Special Education Part B	-	-	-	-	1,547	(1,547)	16,117
Restricted Grants-in-Aid From the Federal Government T	-	-	-	22,945	22,945	-	79,945
Total Other State Revenue	-	-	-	22,945	24,492	(1,547)	142,373
Other Local Revenue							
Other Activity Income	30,000	-	30,000	430,240	370,065	60,175	470,065
Total Other Local Revenue	30,000	-	30,000	430,240	370,065	60,175	470,065
Total Revenues	103,415	330,686	(227,271)	1,336,631	1,482,040	(145,409)	2,510,194
Expenses							
Certificated Salaries							
Salaries of Regular Employees Paid to Teachers	38,444	38,706	263	315,858	311,142	(4,716)	427,262
Salaries of Regular Employees Paid to Licensed Administrators	7,788	8,038	250	72,459	72,881	423	96,995
Total Certificated Salaries	46,232	46,744	513	388,317	384,023	(4,293)	524,257
Classified Salaries							
Salaries of Regular Employees Paid to Other Classified / Support Staff	7,229	6,311	(917)	58,837	55,910	(2,927)	74,843
Total Classified Salaries	7,229	6,311	(917)	58,837	55,910	(2,927)	74,843
Benefits							
Retirement Contributions for Teachers	7,202	8,441	1,239	62,747	66,464	3,717	91,788
Retirement Contributions for Licensed Administration	2,231	2,278	46	20,081	20,220	139	27,053
Retirement Contributions for Other Classified / Support Staff	1,436	1,448	12	11,130	11,236	106	15,580
Medicare Payments for Teachers	535	567	31	4,390	4,484	94	6,184
Medicare Payments for Licensed Administration	109	116	7	979	1,000	21	1,348
Medicare Payments for Other Classified / Support Staff	87	93	6	744	754	10	1,032
Unemployment Compensation for Teachers	1,114	1,217	104	6,705	7,016	311	10,667
Unemployment Compensation for Licensed Administration	225	78	(147)	1,227	785	(442)	1,017
Unemployment Compensation for Other Classified / Support Staff	207	113	(94)	1,218	929	(288)	1,267
Worker's Comp: Teachers	-	234	234	-	701	701	1,402
Worker's Comp: Licensed Admin.	-	52	52	-	157	157	314
Worker's Comp: Other Classified	-	41	41	-	123	123	246
Health Benefits: Teachers	1,825	2,000	174	8,611	10,522	1,911	16,521
Health Benefits: Licensed Admin.	678	678	(0)	4,068	4,068	(0)	6,102
Health Benefits: Other Classified	460	916	456	3,540	4,584	1,044	7,332
Total Benefits	16,109	18,270	2,161	125,440	133,044	7,604	187,854

TEACH Las Vegas**Budget vs Actual**

For the period ended March 31, 2022

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Books & Supplies							
Textbooks	1,895	126	(1,769)	52,449	41,234	(11,215)	41,611
Books and Reference Materials	-	-	-	910	910	-	910
Supplies - Technology - Software	10,828	3,148	(7,680)	45,332	35,721	(9,611)	45,166
Supplies/Equipment - Information Technology Related	878	271	(607)	47,026	46,543	(483)	47,356
Travel	-	131	131	5,853	4,602	(1,251)	4,996
General Supplies	9,309	3,842	(5,467)	66,231	62,723	(3,508)	74,249
Supplies/Equipment - Non-information technology suppli	3,422	17,489	14,067	53,923	96,357	42,434	230,782
Food Services	23,896	10,000	(13,896)	58,670	64,774	6,104	94,774
Total Books & Supplies	50,229	35,008	(15,221)	330,393	352,864	22,470	539,844
Subagreement Services							
Professional Educational Services	8,295	10,000	1,705	41,185	55,283	14,098	85,283
Total Subagreement Services	8,295	10,000	1,705	41,185	55,283	14,098	85,283
Operations & Housekeeping							
Dues and Fees	-	88	88	3,407	3,670	263	3,932
Property Insurance "Business Owners"	-	2,725	2,725	-	8,175	8,175	16,350
Insurance	2,368	-	(2,368)	16,713	11,157	(5,556)	11,157
Utility Services	3,450	4,171	721	30,436	32,185	1,749	44,698
Cleaning Services	84	1,750	1,666	5,705	10,492	4,787	15,742
General	853	1,249	396	5,173	6,420	1,246	10,168
Telephone - Cell phone services	801	1,250	449	6,521	8,722	2,201	14,711
Data Communications, Internet, Video, T-lines, web-base	5,610	-	(5,610)	5,610	-	(5,610)	-
Postage	-	176	176	4,343	4,741	398	5,269
Total Operations & Housekeeping	13,167	11,409	(1,758)	77,909	85,561	7,652	122,027
Facilities, Repairs & Other Leases							
Renting Land and Buildings	54,898	50,502	(4,396)	494,081	480,893	(13,188)	632,399
Other Leases	211	-	(211)	411	-	(411)	-
Repairs and Maintenance Services	2,615	2,500	(115)	19,429	27,463	8,034	34,963
Total Facilities, Repairs & Other Leases	57,724	53,002	(4,722)	513,920	508,356	(5,565)	667,362
Professional/Consulting Services							
Other Professional Services	3,491	167	(3,324)	29,952	23,187	(6,764)	23,687
Prof-Dev/Technology Training	-	2,500	2,500	-	7,500	7,500	15,000
Technical Services	-	2,000	2,000	365	6,365	6,000	12,365
Official/Administrative Services	16,380	10,459	(5,921)	91,571	104,972	13,401	136,350
Printing and Binding	881	-	(881)	9,787	8,905	(881)	8,905
Data Processing and Coding Services	3,234	4,139	905	40,502	28,507	(11,995)	40,923
Marketing	3,500	5,187	1,687	18,252	21,814	3,562	27,001
Advertising	-	-	-	5,000	5,000	-	5,000
Total Professional/Consulting Services	27,486	24,452	(3,035)	195,428	206,251	10,822	269,231
Total Expenses	226,471	205,196	(21,275)	1,731,430	1,781,291	49,861	2,470,700
Change in Net Assets	(123,055)	125,490	(248,545)	(394,799)	(299,251)	(95,548)	39,494
Net Assets, Beginning of Period	(240,648)			31,096			
Net Assets, End of Period	\$ (363,703)			\$ (363,703)			

TEACH Las Vegas**Statement of Financial Position**

March 31, 2022

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash and Cash Equivalents	\$ -	\$ 77,569	\$ (77,569)	-100%
Grants & Contributions Receivable	28,429	53,527	(25,098)	-47%
Other Accounts Receivable	185,839	-	185,839	0%
Prepaid Expenses	15,689	24,385	(8,696)	-36%
Total Current Assets	229,957	155,481	74,476	48%
Long-Term Assets				
Property & Equipment, Net	34,824	-	34,824	0%
Total Long Term Assets	34,824	-	34,824	0%
Total Assets	\$ 264,781	\$ 155,481	\$ 109,300	70%
Liabilities				
Current Liabilities				
Accounts Payable	\$ 17,462	\$ 24,385	\$ (6,923)	-28%
Accrued Expenses	98,195	-	98,195	0%
Other Current Liabilities	142,255	-	142,255	0%
Total Current Liabilities	257,912	24,385	233,527	958%
Long-Term Liabilities				
Notes Payable, Net of Current Portion	129,000	100,000	29,000	29%
Other Long-Term Liabilities	241,572	-	241,572	0%
Total Long-Term Liabilities	370,572	100,000	270,572	271%
Total Liabilities	628,484	124,385	504,099	405%
Total Net Assets	(363,703)	31,096	(394,799)	-1270%
Total Liabilities and Net Assets	\$ 264,781	\$ 155,481	\$ 109,300	70%

TEACH Las Vegas

Accounts Payable Aging

March 31, 2022

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Fencing Specialists, Inc.	21321	6/11/2021	6/11/2021	\$ -	\$ -	\$ -	\$ -	\$ 17,462	\$ 17,462
Total Outstanding Invoices				<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 17,462</u>	<u>\$ 17,462</u>

TEACH Las Vegas

Check Register

For the period ended March 31, 2022

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount	Expense Type	YTD Expenses
10203	BoardOnTrack, Inc.	Software - 04/30/21 - 04/29/25	3/3/2022	\$ 4,995.00		
10204	Campus Club School Uniforms	Uniforms	3/3/2022	3,531.00		
10205	Charter Impact	Business Mgmt Svcs & Payroll Processing Fee - 03/22	3/3/2022	3,474.00	Contract	\$ 49,742.57
10206	Communication Electronic Systems LLC	Fire Alarm Monitoring	3/3/2022	165.00	Recurring	
10207	EMCOR Services Mesa Energy	Maintenance & Repair Svcs	3/3/2022	1,008.00	Recurring	
10208	Howard & Howard Attorneys PLLC	Professional Svcs Through - 01/31/22	3/3/2022	50.00		
10209	IKreate Design & Print LLC	Printing Svcs	3/3/2022	881.48		
10210	JourneyEd.com, Inc.	Microsoft License - 1Yr	3/3/2022	720.00		
10211	McGraw Hill LLC	Textbooks	3/3/2022	1,894.84		
10212	TEACH Public Schools	CMO Svcs - 03/22 - 04/22	3/3/2022	16,031.00	Contract	\$ 96,186.00
10213	Les Olson Company	Copier Lease - 12/26/21 - 01/25/22	3/10/2022	523.00		
10214	Red Hook Rancho, LLC	Rent - 02/22	3/10/2022	50,501.82	Recurring	
10215	Staples	Office Supplies, Bookcase, Projector	3/10/2022	2,213.06		
10216	Nevada PERS	PERS 07/2021-09/2021	3/24/2022	51,563.36	Recurring	
10217	AA Commercial Moving	Moving Svcs	3/24/2022	2,278.50		
10218	Better 4 You Meals, Inc.	Meals - 01/22, 02/22, 12/21	3/24/2022	23,896.25	Contract	\$ 68,127.75
10219	Brady Industries	Janitorial Supplies	3/24/2022	1,155.77		
10220	Brilliant General Maintenance Inc.	Janitorial Svcs - 02/22	3/24/2022	4,942.90		
10221	Communication Electronic Systems LLC	Fire Alarm Monitoring	3/24/2022	660.00	Recurring	
10222	Diamond Green Tree and Lawn Services	Maintenance Svcs - 03/22	3/24/2022	2,400.00	Recurring	
10223	EMCOR Services Mesa Energy	Maintenance & Repair Svcs	3/24/2022	1,683.50		
10224	IXL Learning, Inc.	IXL License - 1 Year	3/24/2022	2,407.00	Recurring	
10225	Les Olson Company	Copier Lease - 01/26/22 - 02/25/22	3/24/2022	355.27		
10226	Liminex, Inc.	GoGuardian License (121)	3/24/2022	5,660.00		
10227	LogMeIn Communications, Inc	Communication Svcs - 01/30/22 - 02/28/22, 03/22	3/24/2022	615.47	Recurring	
10228	Mobile Mini	Container Rental - 03/08/22 - 04/04/22	3/24/2022	210.93		
10229	PATHWATER Inc.	Hydration Station (6) & Bottled Water (100)	3/24/2022	3,480.00		
10230	Schola	ScholaRecruiter Pro	3/24/2022	3,500.00	Contract	\$ 12,000.00
10231	SilverState Locksmith Ltd	Locksmith Svcs	3/24/2022	2,615.00		
10232	Squish Pest Control, Inc.	Pest Control Svcs - 03/22	3/24/2022	150.00		
10233	Staples	Office Supplies	3/24/2022	2,351.66		
10234	Teacher Innovations, Inc.	Additional Planbook Subscription (1)	3/24/2022	9.00		
10235	Tracey Willson	Consulting Svcs - 02/02/22 - 02/28/22	3/24/2022	1,162.50		
10236	Troop LLC	Sub Svcs	3/24/2022	3,395.00		
10237	ZeduPlus	Enrichment Svcs - 02/21/22 - 03/22/22	3/24/2022	4,900.00	Contract	\$ 31,150.00
10238	Distinctive Insurance	Extend D&O/EPL Policy to 06/07/22	3/29/2022	767.00	Recurring	
10239	Great American Insurance Co.	PAC Insurance - Policy #3961768	3/29/2022	1,741.73	Recurring	
ACH	COX Business	Cox Communications - 02/15/22 - 03/14/22	3/8/2022	800.82	Recurring	
ACH	NV Energy	Utility Svcs - 01/18/22 - 02/15/22	3/10/2022	400.14	Recurring	
ACH	NV Energy	Utility Svcs - 01/18/22 - 02/15/22	3/10/2022	605.55	Recurring	
ACH	NV Energy	Utility Svcs - 01/18/22 - 02/15/22	3/10/2022	1,144.09	Recurring	
ACH	Bank of Nevada	Analysis Fee	3/22/2022	109.00	Recurring	
ACH	Republic Services #620	Janitorial Svcs	3/22/2022	84.24	Recurring	
ACH	Las Vegas Valley Water District	Utility Svcs - 01/25/22 - 02/22/22	3/29/2022	1,300.30	Recurring	

Total Disbursements Issued in March \$ 212,333.18

Coversheet

Contract for School Psychologist Services

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION
Item: C. Contract for School Psychologist Services
Purpose: Vote
Submitted by:
Related Material: School_Psych_K.2docx.pdf

Contract for School Psychologist Services for TEACH Las Vegas Charter School

Date: March 31, 2022

Services Performed By:

Norri Eells, School Psychologist
8745 La Sundora Drive
Las Vegas, NV 89129

The Services Performed For:

TEACH Las Vegas Charter School
4660 N. Rancho Drive
Las Vegas, NV 89130

This Contract for Services is between TEACH Las Vegas Charter School (“TEACH LV”) and Norri Eells, School Psychologist (“Consultant”), identified above.

Article I: Purpose

1.1 The purpose of this Agreement is to engage Consultant to perform the services described in the Scope of Work attached hereto as Schedule A and made a part hereof.

Article II: Term and Termination

2.1 The period of this Agreement shall be from May 30, 2022 through June 30, 2023.

2.2 In the event of any breach of this Agreement by either party, or in the event either party is unable to perform any substantial part of this Agreement, this Agreement may be terminated immediately by either party by written notice to the other.

2.3 If this Agreement is terminated by reason of breach by either party, the other party shall be entitled to all available legal, equitable, and administrative remedies for such breach, including without limitation, the right to all damages resulting from such breach and the right to an injunction restraining or compelling action in accordance with this Agreement.

Article III: General Provisions

3.1 In connection with its performance of this Agreement, Consultant shall comply with all applicable Federal and state laws, regulations, standards, orders and requirements.

3.2 Consultant represents that Consultant is duly certified, qualified, and authorized within the certification criteria established for schools by the State of Nevada and within the scope of the assigned duties.

3.2 Consultant shall at all times act in good faith and use best efforts to perform all of the work provided for in this agreement.

3.3 Indemnification- Consultant hereby agrees that it will release, hold harmless, indemnify and defend TEACH LV from and against any and all loss, liability, claims, torts, legal actions, costs, and legal fees arising from claims of third parties for infringement relating to the materials prepared by Contractor under this Agreement. TEACH LV hereby agrees that it will release, hold harmless, indemnify and defend Consultant from and against any and all loss, liability, claims, torts, legal actions, costs and legal fees arising from claims of third parties, other than for infringement, relating to use of the materials and/or any products of services offered by TEACH LV.

3.4 Confidentiality- Both parties agree to treat any information provided to each other in connection with this Agreement as confidential, except that either party may disclose the existence of the Agreement (excluding its terms and conditions) and specifically agrees that it shall not use such information other than in connection with this Agreement and shall not disclose such information 1) which is rightfully disclosed to either party by a third party without obligation of confidentiality; 2) which was in the possession of either party prior to receipt thereof from the other party; 3) which is disclosed to such party's counsel or to other confidential advisors or to a court, arbitration panel, administrative tribunal or other similar body; or by statute(s) or 5) which is within the public domain, or enters the public domain through no fault of the receiving party. Both parties further agree that all confidentiality commitments hereunder shall survive any termination or expiration of the Agreement.

3.5 In performing its services hereunder, Consultant is an independent contractor. Nothing herein shall create any partnership or joint venture between the parties or be construed as establishing any employment relationship. Consultant shall have no authority to speak for, act on behalf of or in any way bind or obligate TEACH LV, except as may be otherwise expressly provided herein.

3.6 This Agreement may not be amended, modified or supplemented except by a written instrument signed by the party sought to be bound thereby.

3.7 This document, together with all schedules, contains the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior communications, representations and Agreements.

3.8 Neither party shall limit or exclude any person from participation in any activity under this Agreement on the basis of race, color, creed, national origin, sex or disability.

3.9 The Consultant shall invoice TEACH LV for services monthly. The scope of services provided by Consultant shall not exceed \$30,000.

3.10 All notices shall be in writing and sent to the addressed provided in this contract.

TEACH Las Vegas Charter School
4660 Rancho Drive
Las Vegas, NV 89130

ATTN: Andrea Moore, Executive Director
Amoore@teachlv.org

Norri Eells
8745 La Sundora Drive
Las Vegas, NV 89129
702-343-2365

Andrea Moore, Executive Director

Date:

Norri Eells, School Psychologist

Date:

Schedule A: Scope of Work

Consultant will provide health services as a School Psychologist to TEACH LV including student screenings and assessments and services when necessary depending on student needs.

Schedule B: Payment

Consultant shall invoice the school for services at the rate of \$90 per hour, not to exceed 400 hours for the term of the contract.

Coversheet

Request for Proposals: Food Management Services

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION
Item: D. Request for Proposals: Food Management Services
Purpose: Vote
Submitted by:
Related Material: NDA FSMC RFP TEMPLATE 031122_TLV_REV 3_04-19-2022.pdf



Food Service Management Company (FSMC) Request for Proposal Cost-Reimbursable/ Fixed Fee (Solicitation)

School District/Public Entity Name: TEACH Las Vegas Charter

Solicitation Number: RFP # 0001-2223
Solicitation Release Date: April 20, 2022

Solicitation Due Date: June 1, 2022
Solicitation Due Time: 12pm
Submittal Location: via email (FoodServices@teachlv.org) and mail:
TEACH Las Vegas
Attention: Enrique Robles
4660 N. Rancho Drive.
Las Vegas, NV 89130

Mandatory Pre-Proposal Conference Date: April 25, 2022
Pre-Proposal Conference Time: 10:30am
Pre-Proposal Conference Location: via Zoom (if interested, register at www.teachlv.org under "Governing Board")

Question Deadline: May 27, 2022
All Questions must be submitted by email to FoodServices@teachlv.org no later than 5pm on the deadline date.

Description of Procurement:
TEACH Las Vegas is soliciting proposals from qualified Food Service Management Companies (FSMC) to provide its food service program with management, training and development of food services staff, quality control, operational and technical support and financial management of the program.

Competitive sealed proposals for the materials or services specified will be received by **TEACH Las Vegas** at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read.

Offers must be in the actual possession of **TEACH Las Vegas** on or prior to the time and date, and at the submittal location indicated above. **Late offers will not be considered.**

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Procurement Officer.

OFFERORS ARE RESPONSIBLE FOR READING THE ENTIRE SOLICITATION

Procurement Officer: TEACH Las Vegas | Enrique Robles, Director of Operations & Data Strategy
Procurement Officer Phone Number: 323-500-3536
Procurement Officer Email: FoodServices@teachlv.org

PENDING BOARD APPROVAL



OFFER AND AWARD RFP # 0001-2223

The Undersigned hereby offers and agrees to furnish the services, food, and supplies in compliance with all the terms, conditions, specifications and amendments in the solicitation.

Company Name

Name of Person Authorized to Sign Offer

Street Address

Title of Authorized Person

City State Zip Code

Signature of Authorized Person Date of Offer

Telephone Number: _____

Email Address: _____

Offeror's Nevada (Sales) Use Tax License Number: _____

Offeror's Federal Employer Identification Number: _____

Acknowledgement of Amendment(s): <i>(Offeror acknowledges receipt of amendment(s) to the Solicitation for Offers and related documents numbered and dated</i>	Amendment Number/Date _____ _____ _____	Amendment Number/Date _____ _____ _____
--	--	--

ACCEPTANCE OF OFFER AND AWARD

Solicitation Number: RFP # 0001-2223

Your Offer, dated _____, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by TEACH Las Vegas.

Signature

Date

TEACH LAS VEGAS

**State Agency Approval Use
DO NOT OFFER AWARD UNTIL STATE AGENCY APPROVAL**

Date Received: _____

Action Required: Yes No

Comments: _____

State Agency Reviewer Signature

Date Approved

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In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

SECTION 1: DEFINITIONS OF TERMS

Purpose: The purpose of this Request for Proposal is to enter into a contract with qualified FSMC to provide Food Service Management for **TEACH Las Vegas**. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. "ASCS" means After School Care Snack
- B. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.
- C. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- D. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- E. "Contractor" means any person who has a contract with **TEACH Las Vegas**
- F. "Cost-reimbursable contract" means a contract that provides for payment of incurred costs to the extent prescribed in the contract, with or without a fixed-fee
- G. "CN" means Child Nutrition
- H. "DF" means Donated Food
- I. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- J. "Fixed-Fee" means an agreed upon amount that is fixed at the inception of the Contract
- K. "FNS" means Food Nutrition Services
- L. "FSMC" means Food Service Management Company
- M. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received
- N. "NDA" means Nevada Department of Agriculture
- O. "NSLP" means National School Lunch Program
- P. "Offer" means bid, proposal or quotation.
- Q. "Offeror" means a vendor who responds to a Solicitation.
- R. "Procurement Officer" means the person duly authorized by the School District/Public Entity to enter into and administer Contracts, direct contract changes and make written determinations with respect to the Contract or their designee
- S. "Responsible Offeror" means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest Proposal
- T. "Responsive Offeror" means the Offeror who submits a Proposal that conforms in all material respects to this Request For Proposals, Instruction to Offerors and the Plans and Specifications which are incorporated herein by this reference
- U. "SBP" means School Breakfast Program
- V. "SFA" means School Food Authority and refers to **TEACH Las Vegas** which executes the contract
- W. "Solicitation" means an Invitation for Bid (IFB), a Request for Proposal (RFP), or a Request for Quotation (RFQ)

- X. "Solicitation Amendment (or Addendum)" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- Y. "SMP" means Special Milk Program
- Z. "SFSP" means Summer Food Service Program (Seamless/Simplified)
- AA. "Sponsor" means the same as "School Food Authority", but also includes non-profit ownership's participating in the educational system of the State, public or non-profit residential childcare institution (RCCI) which operates principally for the care of children
- BB. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- CC. "USDA" means United States Department of Agriculture

SECTION 2: SCOPE OF WORK

BACKGROUND

TEACH LAS VEGAS hereby referred to as a school food authority (SFA) seeks to contract with a Food Service Management Company (FSMC) to operate the following food services: National School Lunch Program (NSLP), School Breakfast Program (SBP), Seamless Summer Option (SSO), Summer Food Service Program (SFSP), Special Milk Program (SMP), After School Care Snack Program (ASCS), Fresh Fruits and Vegetable Program (FFVP), vending machines, concession stands, catering, vending to other schools (delete all that are not applicable). This Request for Proposal (RFP) is intended to provide a basis for selection for a FSMC. The selected FSMC will be responsible for the management of the food services staff, quality, control, training and development of staff, extensive, operational and technical support as well as financial management of the program. In submitting a proposal, the FSMC agrees that it will perform the work described in their RFP offer and Agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal, state and/or county regulatory body or governmental agency. By reading and accepting this pre-qualification outline, the interested FSMC acknowledges that the SFA has no obligation to contract, unless, in its sole opinion, it is in its best interest to do so. The SFA may request of the FSMC additional food service programs per the terms of the RFP.

The SFA employs 2 persons and provides food service to approximately 400 children at 1 sites, including 1 school and 1 vended meals. The food service prepares approximately 43,200 meals annually. Additional SFA information is on Exhibit A.

A. The SFA will adhere to the following Code of Federal Regulations (CFR) in the oversight of the food service program:

- (1) Adhere to the procurement standards specified in §210.21 when contracting with the food service management company; [7 CFR §210.16(a)(1)]
- (2) Ensure that the food service operation is in conformance with the school food authority's agreement under the Program; [7 CFR §210.16 (a)(2)]
- (3) Monitor the food service operation through periodic on-site visits; [7 CFR §210.16 (a)(3)]
- (4) Retain control of the quality, extent, and general nature of its food service, and the prices to be charged the children for meals; [7 CFR §210.16 (a)(4)]
- (5) Retain signature authority on the State agency-school food authority agreement, free and reduced-price policy statement and claims; [7 CFR §210.16 (a)(5)]
- (6) Ensure that all federally donated foods received by the school food authority and made available to the food service management company accrue only to the benefit of the school food authority's nonprofit school food service and are fully utilized therein; [7 CFR §210.16 (a)(6)]
- (7) Maintain applicable health certification and assure that all State and local regulations are being met by a food service management company preparing or serving meals at a school food authority facility; [7 CFR §210.16 (a)(7)]
- (8) Establish an advisory board composed of parents, teachers, and students to assist in menu planning; [7 CFR §210.16 (a)(8)]
- (9) Obtain written approval of invitations for bids and requests for proposals before their issuance by the State agency. The school food authority must incorporate all State agency required changes to its solicitation documents before issuing those documents [7 CFR §210.16 (a)(9)]
- (10) Ensure that the State agency has reviewed and approved the contract terms and that the school food authority has incorporated all State agency required changes into the contract or amendment before any contract or amendment to an existing food service management company contract is executed. Any changes made by the school food authority or a food service management company to a State agency pre-approved prototype contract or State agency approved contract term must be approved in writing by the State agency before the contract is executed. When requested, the school food authority must submit all procurement documents, including responses submitted by potential contractors, to the State agency, by the due date established by the State agency. [7 CFR §210.16 (a)(10)]
- (11) Shall administer the application process for all free and reduced-price meals and shall establish and notify parents and guardians of program criteria for eligible students. The SFA shall be responsible for verifying applications for Free and Reduced-Price Meals as required by USDA regulations. The SFA will ensure that no child is discriminated against

on the basis of race, color, national origin, age sex or disability. Both the SFA and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced-price meals. [7 CFR§245.6]

(12) Every school year, the SFA with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, SFA shall: ensure that the school implements corrective action; and, within 45 days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the State agency under 7CFR§210.7(c) of this part and that the counting system, as implemented, yields the actual number of reimbursable free, reduced price and paid lunches, respectively, served for each day of operation. [7 CFR§210.8(a)(1)]

METHOD OF APPROACH AND IMPLEMENTATION PLAN

The SFA participates in the NSLP, SBP, ASCS, SFSP, and surplus USDA Foods are available for use in the selected program(s), and it is the intent of the SFA that such items will be included in menus to the greatest extent possible.

1. Food Purchase Specifications.

- A. Whether the SFA conducts its own procurement, or if the FSMC procures products on behalf of SFA, the FSMC may not require any additional liability coverage, regardless of dollar value, beyond that which SFA would require under procurements not involving FSMC.
- B. The FSMC bills the SFA for all items when purchased. The FSMC will act as the purchasing agent and will be responsible for purchasing all food items and supplies, required for the Child Nutrition Program (CNP). Food quality must meet or exceed the requirements specified in the Child Nutrition Program Food Buying Guide (<https://foodbuyingguide.fns.usda.gov/>). The FSMC will purchase quality products at the lowest possible cost utilizing existing contracts in place by the FSMC at the corporate level. All purchases generated by the FSMC upon District approval, must adhere to the federal CNP procurement regulations in 2 CFR 200 and 7 CFR 210.21 and will adhere to Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. Purchases made in accordance with the Buy American provision must still follow the applicable procurement rules calling for free and open competition. The FSMC shall purchase all food and non-food at the lowest price possible consistent with maintaining quality standards and service. The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality and price for the SFA’s food service program. Specifications shall cover items such a grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time. 210.16(c)(3)
- C. Per USDA guidance, the procurement plan must outline the specific procedures per 2CFR Part 200 for program operators 2CFR 318 (a). Specifically, the plan must follow the types of procurement available: micro purchase, small purchase, and formal procurement methods. The plan must prohibit the acquisition of unnecessary or duplicative items per 2CFR 218(d). The plan must also ensure all solicitations incorporate a clear and accurate description for the material, product, or service to be procured. It must not be duly restrictive as to limit competition; it must also take steps to assure that small minority and women’s business are used when possible.
- D. Per 2CFR Part 200.3189(c)(1) the non-Federal entity must maintain written standard of conduct covering conflicts of interest and to govern the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. The code of conduct must also provide for disciplinary action for violations by officers, employees, or agents (2CFR 200.318 (c)1).

Beef	USDA inspected	Fresh fruits	US Fancy
Poultry	USDA inspected	Canned fruits	US Fancy
Variety meats	High quality	Canned vegetables	US Fancy
Dairy products	Grade A	Frozen fruits	High quality
Eggs	Fresh Grade A	All other items	High quality
Fish	Government Inspected		

C. The FSMC must submit a comprehensive plan on how the FSMC will provide input to purchase food for the menus that will keep costs low and quality high. In the plan, the FSMC must describe the methodology it will use to document the

market value of the USDA Foods or commodities used on the invoice. The FSMC must state the estimated food costs on Attachment 7.6. The FSMC shall provide a sample invoice in the offer that will meet all the information listed in the Special Terms and Conditions that pertain to USDA requirements.

D. Free and reduced-price lunches are provided to pupils who qualify, as determined by the USDA guidelines. Occasionally, special food services are requested for functions other than the regular lunch periods. Interested FSMCs should include in the offer a provision for accommodating such special requests. TEACH LAS VEGAS does have a catering department and the successful FSMC is expected to manage this program as well.

E. Successive menus must offer the same level of quality, variety and nutritional value as the first 21-day proposed menu. The FSMC shall ensure compliance with the SFA's Agreement with the Nevada Department of Agriculture (NDA).

2. Menu Plan.

A. Include a copy of a 21-day or 42-day (if applicable) cycle menu developed in accordance with the meal pattern requirements specified in 7CFR§210.16(b)(1). This menu will be used as a basis for projecting costs. The FSMC must adhere to the FSMC developed menu for the first 21-days of meal service. The menu shall meet the requirements stated in Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Changes thereafter may be made with the approval of the SFA. 7CFR§210.16(b)(1) Complete Attachments 7.7 & 7.8.

B. The FSMC shall provide a reimbursable lunch and breakfast meal pattern which meets the nutrition standards stated in section 201 of the Healthy, Hunger-Free Kids Act of 2010 (Pub. L. 111-296, HHFKA) amended Section 4(b) of the NSLA, 42 USC 1753(b). Refer to Exhibit C titled "Meal Patterns – School Breakfast and School Lunch" for meal pattern requirements. In addition, provide a reimbursable supper, lunch and snack following meal patterns for programs: SFSP, 7 CFR 225.16 and CACFP, 7 CFR 226.20 when applicable.

C. FSMC may not change or vary the menus after the first menu cycle for the NSLP, SBP, ASCS, SFSP or the a la carte items without written approval of SFA. SFA shall approve the menus no later than two weeks prior to service. (Reference 7CFR§210.16) Any changes or variances requested by FSMC for substitutions to SFA menu of lower quality food items shall be justified and documented in writing. FSMC must maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation available to SFA, NDA and USDA for review upon request. (7CFR§210.16(b)(1)) The FSMC has the option to select the NSLP meal pattern for all Child Nutrition Programs (NSLP, SFSP, and CACFP). The FSMC must select which meal pattern requirements it will choose outside of NSLP when applicable. The options for program meal patterns to follow: SFSP, 7 CFR 225.16 and CACFP 7 CFR 226.20.

D. The FSMC will use strategies to keep costs low and quality high to prepare and serve a variety of high quality, wholesome, and nutritious foods and beverages for students, faculty, staff, employees, and others as chosen by the SFA. 7CFR§210.10(a)

E. As applicable, any additional items served by the FSMC shall comply with 7CFR§210.11, Competitive food service and standards, and any other nutrition standards for all foods sold in school implemented as a requirement under the Healthy, Hunger-Free Kids Act of 2010. Additionally, the SFA and FSMC shall agree to detailed a-la-carte specifications for each a-la-carte item included in the 21-day cycle menu; at a minimum, such specifications shall include:

- (1) A recipe for each menu item that includes the total yield, portion size, ingredients and all USDA required nutrient information;
- (2) The identity of all branded items that may be used in the meal/a-la-carte, vending, school stores, etc.; and
- (3) Whenever possible, the grade, style and condition of each food item and other information that indicates the acceptable level of quality for each food item.

F. The FSMC shall implement an accurate point of service count using the counting system submitted to NDA by the SFA as indicated in the policy statement. The counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation. 7CFR§245.8.

G. The FSMC shall identify, near or at the beginning of the serving line and prior to the Point of Service, all the food items that constitute a reimbursable meal at both breakfast and lunch. This is intended to assist students in selecting the meal components that comprise the reimbursable meal and in the appropriate quantities. 7CFR210.10(a)(2).

H. The FSMC will promote the nutritional education aspects of the SFA food service wellness program and cooperate in the efforts of the SFA to coordinate these aspects with classroom instruction. The FSMC must provide detailed information about the FSMC's philosophy regarding promotion (increasing awareness and participation) of the school food service program.

I. The FSMC must have extensive experience as food service operators and consultants of food service programs in general, and in public/charter schools as stated on Attachment 7.1. The FSMC shall have specific strategies for increasing both student and adult participation, while at the same time providing high quality, nutritional food. The FSMC shall have experience with this in other school districts.

J. The FSMC must select a cooking method to produce healthy food which meets the standards of the Child Nutrition Program.

K. The FSMC 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 FSMC will submit a HACCP plan in the offer.

3. Accounting Systems and Records.

A. The SFA will designate by name and title, the employee who will be responsible to supervise and audit all financially related operations of the FSMC pertinent to the SFA. All deposits will be provided to the SFA, by the FSMC, in bags, with completed deposit tickets organized by school, to be deposited into the SFA account.

B. The FSMC shall have a detailed internal accounting process as described on of the offer. This should include, at a minimum:

- (1) Detailed inventory control for storage areas, including USDA Foods;
- (2) Accounting controls;
- (3) Method of recording, checking and reporting sales;
- (4) Internal control of cash handling;
- (5) Internal audit system;
- (6) All regular accounting forms used, with explanation of each;
- (7) Account periods;
- (8) Detailed description of showing credits and rebates on invoices and the method used to reach those amounts; and
- (9) Data collection for purposes of evaluating the effectiveness of new and current programs.

C. The FSMC shall have a policy on how the meals will be served and how proper, accurate pupil participation records will be maintained.

4. Cost Controls and Fees.

A. Each FSMC shall have a plan for controlling costs which includes:

- (1) Previous record on meeting budgets and estimating costs;
- (2) Management and accounting tools that the FSMC will implement to monitor cost controls, revenue, meal counts, and productivity;
- (3) Outline the number of weeks the FSMC Management will work, the number of Management vacation days and number of Management leave days that will be charged the SFA;
- (4) Amount of any bonus the FSMC will provide to the management staff, which will be charged to the SFA; and
- (5) Identify what the management staff performance guarantee will be.

SECTION 3: SPECIAL TERMS AND CONDITIONS

INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. SFA in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

(1) Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$5,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

(a) The policy shall be endorsed to include the following additional insured language: ***“TEACH Las Vegas its departments, boards of trustees, officers, officials, agents, employees, and volunteers shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor.”***

(b) Policy shall contain a waiver of subrogation against the SFA, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(c) Policy shall be with an insurance carrier(s) licensed to do business in the State of Nevada and must be approved by TEACH Las Vegas and must include the following:

- Premises-Operations
- Independent Contractor’s Protection
- Products and Completed Operations
- Broad Form Property Damage
- Personal Injury (with Employee Exclusion deleted)
- Blanket Contractual Liability
- Property Damage Liability

(2) Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

(a) The policy shall be endorsed to include the following additional insured language: ***“TEACH Las Vegas its departments, boards of trustees, officers, officials, agents, employees, and volunteers shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor.”***

(b) Policy shall contain a waiver of subrogation against the SFA, as departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(c) Policy shall be with an insurance carrier(s) licensed to do business in the State of Nevada and having a current A.M. Best rating of A-: VII or better and approved by TEACH Las Vegas.

(3) Worker's Compensation and Employers' Liability

Employers' Liability	Statutory
• Each Accident	\$500,000
• Disease – Each Employee	\$500,000
• Disease – Policy Limit	\$1,000,000

(a) Policy shall contain a waiver of subrogation against the SFA, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(b) For fixed fee contracts all insurance costs must not be billed separately. Insurance costs must be included in fixed fee.

(c) Worker's Compensation shall be included in the fixed fee, and not billed separately.

(4) Professional Liability Insurance

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

B. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

- (1) TEACH Las Vegas its departments, boards of trustees, officers, officials, agents, employees, and volunteers wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- (2) The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- (3) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the SFA. Such notice shall be sent directly to the SFA office and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Nevada with an "A.M. Best" rating of not less than A-VII. The SFA in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. Verification of Coverage: Contractor shall furnish the SFA with certificates of insurance (ACORD form or equivalent approved by the SFA) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

- (1) All certificates and endorsements are to be received and approved by the SFA before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- (2) All certificates required by this Contract shall be sent directly to the SFA office. The SFA project/contract number and project description shall be noted on the certificate of insurance. The SFA reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. Subcontractors: Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall furnish to the SFA separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are an SFA agency, board, commission, or university, none of the above shall apply.

H. No insurance will not be billed separately. Insurance must be included in the administration fee.

CONTRACT TERM

- A. The term of this Contract shall commence on the date the SFA signs the Offer and Award Form, signifying the SFA's acceptance of the Offeror's proposal, but no earlier than **July 1, 2022**. The contract will remain in effect for a term of twelve (12) months, unless terminated, canceled, or extended as otherwise provided herein, but will run no later than **June 30, 2023**. [7CFR§210.16(d)]
- B. The contract must be one year with the option to have four additional one-year extensions.
- C. The total duration of this Contract, including the exercise of any options under this provision, shall not exceed five (5) years.
- D. Either party may cancel for cause with 30-day notification.
- E. Termination for Cause: The contract may be terminated for cause and for convenience by the SFA. [2 CFR §200 (B)]
- F. Non-Performance Sanction: If contractors violate or breach contract terms, the SFA can place administrative, contractual, or legal remedies, sanctions and penalties as may be appropriate. 7CFR§210.16(b)(2) and 2 CFR 200 (A).
- G. Contract Termination: Upon the service ending by either contract expiration or termination, it shall be incumbent upon the FSMC to cooperate fully with the replacement FSMC. If the SFA is returning to a self-operated food service, the FSMC shall ensure a smooth and timely transition. The FSMC will purchase back unused supplies from SFA at the termination of the Contract in order to prevent overbuying.
- A. The term of this Contract shall commence on **July 1, 2022**. The contract will remain in effect for a term of one (1) year, unless terminated, canceled, or extended as otherwise provided herein. After the initial term, the contract may be renewed for up to four (4) additional one (1) year terms. If all renewals are exercised, this agreement will expire no later than **June 30, 2023**. [7CFR§210.16(d)]

PRICING TERMS

- A. Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the offer.
- B. Pricing for SFSP may be requested by the SFA as an option, which may be exercised during each school year. Prices as stated must be complete for the services offered and shall include all associated costs. Offerors are to utilize the demographics provided to determine pricing, taking bonding requirements into consideration, as identified in this section, paragraph 45.
- C. The SFA will retain control for the establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, e.g., pricing for reimbursable meals, ala carte service including vending machines and adult meals.
- D. The SFA and the FSMC shall work together to ensure a financially sound operation. The FSMC will provide a guarantee and must describe in detail the guarantee conditions, forecasting of cost, and settlement of losses and/or surpluses in this offer. Options include:
- (1) Guaranteed No Loss: FSMC guarantees the SFA no loss for the operation of the food service program; or
 - (2) Guaranteed Minimum Return: FSMC guarantees the SFA a return no less than a certain dollar amount for the operation of the food service program.
 - (a) Guaranteed conditions not clearly defined shall be the sole responsibility of the FSMC. If the contract is renewed, the guarantee conditions shall apply to subsequent years. The FSMC cannot recover any deficits in subsequent years if contract is renewed. In the event the guarantee conditions stated are not met, the FSMC and SFA must mutually agree upon the new guarantee minimum amount for the Contract.
- E. Financial terms of the Contract are based upon existing guarantee conditions stated on in offer. If there is a material change in the conditions, including, without limitations, changes to the guarantee conditions, the contract:
- (1) May be terminated at the end of the current term; or
 - (2) Continue under the same terms as written.
- SFA and FSMC must mutually agree upon which option above is exercised.

F. The Procurement Officer may review a fully documented request for a price increase only after the Contract has been in effect for one year. Any requested increase(s) shall be based on a cost increase to the Contractor that was clearly unpredictable at the time of the Offer and is directly correlated to the price of the services contractually covered. A price increase adjustment shall only be considered at the time of a Contract Extension and shall be a factor in the extension review process. SFA reserves the right to tie any requested increase to a mutually agreed upon Consumer Price Index (CPI).

G. All written requests for price adjustments made by the Contractor shall be initiated at least ninety (90) calendar days in advance of any desired price increase. The ninety (90) calendar days advance notice is required to allow the Procurement Officer sufficient time to make a fair and equitable determination to any such request. The Procurement Officer shall determine whether the requested price increase or an alternate option is in the best interest of the SFA.

H. In the event that the FSMC provides management services for the Fresh Fruit and Vegetable Program (FFVP) at any of SFA's Food Service Locations, SFA and FSMC agree to operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the FFVP Handbook for Schools. SFA and FSMC further agree that not more than 10% of the total funds awarded to the school and/or schools for operation of the FFVP may be used for administrative expenses.

PAYMENTS AND INVOICES

A. No payment for meals shall be made for meals that are spoiled or unwholesome at the time of service, do not meet specifications developed by the SFA, or do not otherwise meet the requirements of this Agreement. No deduction in payment shall be made by the SFA unless the SFA notifies the FSMC in writing within 48 hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction. 7CFR§210.16(c)(3)

B. The FSMC purchases must be in compliance with standards and specifications in the RFP and in cost-reimbursable contracts and the prices charged to the SFA must be reasonable and necessary. Any silence, absence or omission from the contract specifications concerning any point must be regarded as meaning that only the best commercial practices are to prevail and only material (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

C. In fixed fee contracts, the SFA shall ensure that the FSMC fully disclose all discounts, rebates, allowances and incentives received by the FSMC from its suppliers. If the FSMC receives a discount, rebate, allowance, or incentive from any supplier, the FSMC must disclose and return to the SFA the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. The FSMC must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv). USDA Foods must be used to the maximum extent practical.

D. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs. 7CFR§210.21 (f)(2)

E. All cost-reimbursable contracts must have a breakdown of administrative and management fees in order to prevent double billing. Administrative Overhead and Annual Management Fee are:

(1) *Administrative Overhead*: All program expenses not otherwise defined in the RFP will be assumed by the FSMC under the administrative fee. **All indirect and overhead costs must be included in the administrative fee.** This charge will be reflected as either a cost per meal or flat monthly rate and must be clearly identified in the FSMC offer.

(a) The following must be included in the administrative fee and may not be charged to any other expenses. Any travel relating to the following must be covered by the administrative fee.

- Personnel and Labor Relations Services and Visitation
- Worker's Compensation
- Legal Department Services
- Purchasing and Quality Control
- Technical Research
- Cost Incurred in Hiring and Relocating FSMC Management Personnel
- Dietetic Services; (Administrative and Nutritional)
- Test Kitchens
- Accounting and Accounting Procedures
- Tax Administration
- Technical Supervision

- Supervisory Personnel and Regular Inspections or Audit Personnel
- Teaching and Training Programs
- General Regional Support
- General National Headquarters Support
- Design Services
- Menu Development
- Information Technology and Support
- Payroll Documentation and Administrative Cost
- Sanitation
- Personnel Advice
- Franchise Charges
- Trademark Charges
- Insurance Necessary for Performance of this Agreement

(2) *Annual Management Fee*: The management fee represents a profit to the FSMC and will be reflected as a cost per meal or monthly flat rate, as stated in the FSMC offer. All bonuses must be paid from the management fee charged by the FSMC. Bonuses cannot be billed to the SFA, as part of the direct cost for labor.

F. In cost-reimbursable contracts, the FSMC must separately identify, for each cost submitted for payment to the school food authority, the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); 7CFR§210.21(f)(1)(ii)(A). All allowable costs must be made in compliance with the applicable Departmental and Program regulations and the Office of Management and Budget cost circulars. 7CFR§210.21 (f)(1)(iii)

G. The FSMC must document the value of all USDA Foods used in the school year (including both entitlement and bonus food) and including the value of USDA Foods contained in processed end products. USDA Foods used shall be recorded on the monthly bill/invoice as a separate line item and shall be clearly identified and labeled. The value must include the Federal value, processing fees and shipping and handling fees. This amount will be itemized, totaled, and deducted from the monthly invoice.

H. The following are the minimum allowable definitions for a pattern meal eligible for reimbursement.

- | | | |
|---------------------------|---|----------------|
| (1) 1 Reimbursable Lunch | = | 1 Pattern Meal |
| 2 Reimbursable Supper | = | 1 Pattern Meal |
| 2 Reimbursable Breakfasts | = | 1 Pattern Meal |
| 3 Reimbursable Snacks | = | 1 Pattern Meal |

(2) For non-reimbursable meals the number of meal equivalents shall be determined by dividing the total of all sales, except reimbursable meal sales (including cash for adult meals, a la carte meals and special functions or catering), by the approved free lunch reimbursement rate plus the per meal value of commodities for the current school year.

I. The following functions are the FSMC’s responsibility, and will be included in the fixed fee per meal:

1. Corporate supervision
2. Financial reporting and analysis
3. Field auditing
4. Marketing Assistance
5. Purchasing administration

J. The FSMC shall submit a separate billing for food, supplies and labor for special functions conducted outside of the non-profit SFA service account to prevent double billing.

K. The billing claim information will be sent to the SFA promptly at the end of each month. 7CFR§210.16(c)(1) The SFA shall pay all amounts when due, but if the SFA does not make a payment when due, no interest can be paid to the FSMC from the Child Nutrition Program.

L. The FSMC shall provide the SFA with a year-end statement.

M. The SFA is the responsible authority without recourse to USDA or NDA for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims or other matters of a contractual nature. [7CFR§225.6 (g)(2)(ix)]

N. Every payment obligation of the SFA under this Contract will be contingent upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the SFA at the end of the period for which funds are available. No liability shall accrue to the

SFA in the event this provision is exercised, and the SFA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

CLAIM LIABILITY

- A. The FSMC accepts liability caused by the FSMC's negligence or for claims assessed as a result of Federal/State reviews/audits, corresponding with the FSMC's period of liability.
- B. SFA shall be responsible for ensuring the resolution of Program reviews and audit findings. FSMC shall fully cooperate with SFA in resolving review and audit issues, and FSMC shall indemnify SFA for any fiscal action, claims, losses or damages, fault, fraud, required repayment or restoration of funds, including reasonable attorney's fees incurred in defending or resolving such issues, that results from FSMC's intentional or negligent acts.
- C. The FSMC accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods. In the event the SFA is assessed a fine or penalty, as the result of an unsatisfactory or failed food service audit, the FSMC will be responsible for paying one hundred percent (100%) of the fine or penalty as a result of negligence on behalf of the FSMC. If this situation should occur, the FSMC agrees to reduce their management fee charged to the SFA, accordingly, so that their respective percentage of the fine or penalty will be satisfied and paid in full within a reasonable amount of time which will be determined at the discretion of the SFA.
- D. The SFA and the FSMC must provide all documents as necessary for the independent auditor to conduct SFA's single audit.

FEDERAL PROVISIONS

- A. Buy American Provision.** The FSMC will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d). The SFA and the FSMC shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account.
- B. Local Wellness Policy- WIC Reauthorization Act of 2004 and Healthy, Hunger-Free Kids Act of 2010.** The FSMC will ensure compliance with Federal legislation requiring every SFA participating in the NSLP, SBP or SMP to develop, implement, and assess a local wellness program. Public Law 108-265, Section 204 (2004) and Public Law 111-296, Section 204 (2010). The sponsor must complete the annual assessment by school site per the State of Nevada Wellness Policy requirements.
- C. Equal Employment Opportunity.** The FSMC shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60). 2 CFR 200 (C).
- D. Affordable Care Act.** Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable care Act "ACA"). Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services to the School District/Public Entity as required by state or federal law.
- E. Contract Work Hours and Safety Standard Act.** The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). 2 CFR 200 (E).
- F. USDA Rights.** The FSMC acknowledges that the USDA has copyrights, Patent Rights in Data and Reporting of Discoveries and Intervention. 2 CFR 200 (F).
- G. Trade Secrets.**
1. During the term of this Contract, the FSMC may grant to the SFA a nonexclusive right to access certain proprietary materials of FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by FSMC) and similar compilations regularly used in FSMC business operations ("Trade Secrets"). The SFA shall not disclose any of the FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Contract. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon

termination of this Contract. The SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures and methods. Without limiting the foregoing and except for software provided by SFA.

- In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. All of the SFA's obligations under this section are subject to SFA's obligations under the Freedom of Public Information Act and any other law that may require SFA to use, reproduce or disclose FSMC confidential information. This provision shall survive termination of this Contract.

2. During the term of this Contract, the FSMC may have access to SFA confidential information ("SFA Confidential Information"), including student identifiable confidential information that is protected from disclosure by federal law (42 U.S.C. §1758(b)(6)). The FSMC agrees to hold any SFA Confidential Information in confidence during the term of this Contract and thereafter. The FSMC further agrees that the FSMC has no independent rights to this information and will not make any SFA Confidential Information available in any form to any third party or use Confidential Information for any purpose other than the performance of the FSMC's obligations under this Contract. The FSMC will use reasonable security measures to protect SFA's Confidential Information from unauthorized access, use or disclosure and ensure that SFA's Confidential Information is not disclosed or distributed in violation of the terms of this Contract. Immediately upon the termination or expiration of this Contract, the FSMC shall return to the SFA any copies of the SFA's Confidential Information provided to the FSMC by the SFA, and the FSMC will destroy all other copies of the SFA's Confidential Information in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

- H. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation.** The FSMC will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. The SFA will report all violations to NDA and to the USEPA Assistant Administrator for Enforcement 2 CFR 200 (G).
- I. Energy Policy and Conservation Act.** The FSMC shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871. 2 CFR 200 (H)).
- J. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** The FSMC shall sign the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion from participating in Federal contracts/grants/awards. (Complete Attachment 2) [7CFR§3017.100] The FSMC shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. *A new certification is required for each renewal period.*
- K. Certification Regarding Lobbying.** Pursuant to 31 USC 1352, the FSMC must submit a certification regarding lobbying which conforms in substance with the language provided in 7CFR§3018. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay 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 any of the following covered Federal actions. (Complete Attachment 3) [7CFR§3018.100] *A new certification is required for each renewal period.*
- L. Disclosure of Lobbying Activities.** Pursuant to 31 USC 1352, the FSMC must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. (Complete Attachment 3) [7CFR§3018.100] *A new certification is required for each renewal period.*
- M. Civil Rights Compliance.** FSMC shall ensure compliance that in the operation of the Program, no child shall be denied benefits or be otherwise discriminated against because of race, color, national origin, age, sex, or disability. State agencies and school food authorities shall comply with the requirements of: Title VI of the Civil Rights Act of 1964; title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination. [7CFR§210.23(b)]
- N. Compliance with Program Regulations.** The FSMC shall be in conformance with the applicable portions of the SFA's agreement under the program. (7CFR§210.16(a)(2)) The FSMC will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250.

O. Certification of Independent Price Determination. FSMC admits that all 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 Offeror or with any competitor certification regarding non-collusion. (Complete Attachment 4) *A new certification is required for each renewal period.*

P. NSLP and SBP Nutrition Standards. The FSMC shall provide meals that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The FSMC must follow the single Food-Based Menu Planning (FBMP) meal patterns as described in 7CFR§210.10 for NSLP and 7CFR§220.8 for SBP. The meal shall include the following components; fruits, vegetables, grains, meat/meat alternates, and fluid milk. The FSMC shall meet grade level caloric, sodium, saturated fat, and trans-fat requirements. Meals patterns for SFSP and CACFP may be applicable if selected and described under SFSP, 7 CFR 225.16 and CACFP, 7 CFR 226.20.

LOCATION OF RECORDS

A. All FSMC records pertaining to the SFA should be maintained at the SFA property. The SFA must adhere to the recordkeeping requirements found at 7CFR§210.15.

B. The books and records of the FSMC pertaining to operations under this Agreement shall be available to the SFA at any reasonable time. These records are subject to inspection or audit by representatives of the SFA, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place. The FSMC shall maintain such records, for a period of not less than seven (7) years after the final day of the contract, or longer if required for audit resolution or other legal requirement. 7CFR§210.16(c)(1) and 2 CFR 200.

C. The FSMC shall not remove federally required records from SFA premises upon the expiration or termination of this Contract.

PROHIBITIONS

A. Provisions that permit all income and expenses to accrue to the FSMC and “cost-plus-a-percentage-of-cost” and “cost-plus-a-percentage-of-income” provisions are prohibited. 7CFR§210.16(c)

B. Duplicate Fees: Fee structures that permit a FSMC to bill management fees and charge the same cost as those included in the fixed fee are prohibited.

C. Clauses that limit the selection of vendors to only FSMC approved vendors are prohibited.

D. An acceleration clause that has a provision (multi-year) that requires full payment (e.g. program equipment purchases) if the contract is renegotiated, is prohibited.

E. Interest payments to the contractor, however represented, including interest payments for equipment purchases, are prohibited.

F. A “guaranteed return” provision, unless the “return” remains in the nonprofit food service account, is prohibited. The “return” cannot be contingent upon multi-year contract duration.

G. Provisions that allow an FSMC to be responsible for any functions that must be retained by the SFA are prohibited.

H. Automatic renewal of the contract provisions is prohibited.

I. Provisions, which permit the FSMC to subcontract USDA Foods for further processing, are prohibited.

PROPOSED PERSONNEL REQUIREMENTS

A. All non-management food service employees shall remain employees of the SFA. The FSMC Food Service Director may direct and supervise SFA food service employees. Refer to Exhibit A for more food service employees’ information. **(Delete if one of the below paragraphs is used)**

- A. All non-management food service employees shall remain employees of the FSMC. The FSMC Food Service Director may direct the SFA food service employees. Refer to Exhibit A for more food service employees' information. **(Delete if the paragraph above or below is used)**
- B. The FSMC will provide sufficient, and qualified management, as well as, professional employees to manage the food service operations. All FSMC employees and SFA employees will meet the Professional Standards for State and Local School Nutrition Programs personnel as required by the Healthy Hunger Free Kids Act of 2010 (80FR 11077) 7CFR 201 & 235.
- C. The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes, insurance and workers' compensation.
- D. The Food Service Director assigned to the SFA, if awarded the contract, must have a bachelor's degree in any academic field and at minimum five (5) years of experience with other school districts of comparable size to the SFA. [7CFR§210.30(b)(iii)] The SFA reserves the right to approve the selection of the FSMC's personnel and to refuse any applicants recommended by the FSMC to which the SFA objects.
- E. Staffing changes may be initiated by the FSMC only with the prior consent of the SFA, which consent shall not unreasonably be withheld. In effecting staffing changes, the FSMC and the SFA shall work cooperatively in order to achieve the financial requirements and management goals set forth herein. The FSMC may not implement any staffing change, which would limit or abridge any right or privilege of any SFA employee pursuant to any applicable collective bargaining agreement. "Staffing Change" shall include any hiring, termination, realignment of positions, change in the number of positions, substantial change in conditions of employment, and other similar staffing change, affecting SFA employees.
- F. If provided for in the Offer, SFA and FSMC may transition SFA's food service employees to FSMC's payroll. If transition occurs, FSMC shall give first consideration to current employees of SFA or incumbent contractor when hiring employees to provide services pursuant to this Contract, but FSMC shall not be obligated to hire such employees. SFA shall not pay cost of transferring SFA employees to FSMC payroll. Under a cost-reimbursable contract, after transition occurs, FSMC may charge the cost of transitioned employees to SFA as Direct Costs.
- G. The FSMC managers will direct and supervise all food service employees, including employees of the SFA. The FSMC shall maintain safety programs for employees as required. Also, the use of student workers or students enrolled in the SFA is prohibited without prior approval.
- H. The FSMC shall obtain SFA approval before awarding any wage increases during the life of the contract.
- I. The SFA may require in writing the removal of an employee of the FSMC, who violates health requirements or conducts himself/herself in a manner that is detrimental to the physical, mental or moral wellbeing of students, staff and faculty. The FSMC will have a policy for the removal or suspension of an employee, and procedures to immediately restructure its staff without disruption in service. The FSMC will abide by the Drug Free, Alcohol Free rules and regulations of the SFA and all local policies. (Provide the information on Attachment 1)
- J. The FSMC shall cooperate with the SFA's Food Service Advisory Board, consisting of students, parents, and SFA staff in developing menus and other food service programs. The FSMC staff shall schedule, keep, and maintain records of the advisory meetings, including sign-in sheets and agenda for the term of this contract and all renewals.

PROPOSED PERSONNEL SCHEDULE AND TRAINING

- A. The FSMC shall have a daily staffing schedule of food service employees. The staffing schedule will include a daily listing of employees by school and position description, the daily hours scheduled to work for each employee and the corresponding employee wage rate. Each school-staffing schedule will illustrate the total daily hours and daily cost. The FSMC will have a plan with regards to employment of the existing food service staff. The FSMC will ensure the level of service meets the needs of each school in the SFA.
- B. The FSMC will have a detailed training program for employees, directors, and managers. The training program will include how the FSMC will train its employees to abide by the all policies, rules and regulations with respect to its use of SFA premises. The training program will meet the requirements of the Professional Standard for all School Nutrition Program employees as part of the Healthy Hunger Free Kids Act of 2010. [7CFR 210 & 235 (effective 7/1/15)]

USDA FOODS

A. Schools and sponsors that participate in the NSLP and SBP are eligible to receive USDA Foods. USDA gives the SFA an entitlement dollar amount each school year based on the number of meals served in Nevada the previous school year. Any USDA Foods received by the SFA and made available to the FSMC shall be used only for the benefit of the SFA's food service operation. No USDA Foods will be used for special functions outside of the NSLP, SBP, and SFSP such as catering. All USDA Foods received by the SFA and made available to the FSMC accrue only to the benefit of the SFA school food service and are fully utilized therein. The FSMC shall create a method where they will pass the value of the USDA Foods used to the SFA as a credit. This credit must be stated monthly on SFA's invoice. 7CFR§210.16(a)(6) The total credit must include the Federal value, processing fees, and shipping and handling fees.

B. The SFA shall retain title to all USDA Foods and the FSMC will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7CFR Parts 250, 210, 220, 225 and 226, as applicable.

C. The SFA shall assure that the maximum amount of USDA Foods is received and utilized by FSMC. 7CFR§210.9(b)(15) The SFA shall coordinate with the FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods will be made by the SFA in accordance with the requirements in 7CFR§250.58 (a). Such coordination in ordering will ensure that only those USDA Foods that can be effectively utilized in the food service are ordered, and that such foods are ordered as early in the school year as possible, in order to ensure their use before the end of the year.

D. The SFA shall ensure that the FSMC has documented the value of all USDA Foods used in the SFA's meal service in the school year. [7CFR§250.51(a)]

E. SFA shall maintain responsibility for procuring processing agreements, private storage facilities, or any other aspect of financial management relating to USDA Foods. [7CFR§250.15]

F. FSMC shall accept and use all donated ground beef and ground pork products, and all processed end products, in SFA's food service program. Upon termination of this Contract, or if this Contract is not extended or renewed, FSMC must return all unused donated ground beef, pork and processed end products to SFA. 7CFR§250.52(c) FSMC further agrees to accept and use all other USDA Foods in SFA's food service. FSMC may use (substitute) commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in SFA's food service program. [7CFR§250.51(d)]

G. FSMC is prohibited from entering into any processing contracts utilizing USDA Foods on behalf of the SFA. FSMC agrees that any procurement of end products by FSMC on behalf of SFA will be in compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of SFA's processing agreements. FSMC shall credit the SFA for the value of USDA Foods contained in the end products at the processing agreement value. All refunds received from processors must be credited to SFA's Nonprofit School Food Service Account. [7CFR§250.51(a)]

H. FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods. FSMC shall credit SFA for the value of all USDA Foods received for the use in SFA's meal service in the school year, including both entitlement and bonus foods, and including the value of USDA Foods contained in processed end products. The manner in which FSMC shall account for the value of USDA Foods is listed in 7CFR§250.51.

I. Cost-reimbursable: FSMC must itemize, in a separate line item in the regular monthly billing to SFA, the savings resulting from use of USDA Foods based on the market value of all USDA donated commodities received for use in SFA's food service. Market value shall be the value set by the NDA, which is the USDA Foods file cost as of a date specified by the NDA, unless otherwise noted. FSMC must include a template on how they will report the value of the USDA Foods each month. The SFA will allow crediting to be performed by disclosure; i.e., the FSMC credits the SFA for the value of USDA Foods by disclosing, in its billing for food costs submitted to the SFA, the savings resulting from the receipt of USDA Foods for the billing period. The SFA must also ensure that the method, and timing, of crediting does not cause its cash resources to exceed the limits established in 7CFR§210.9(b)(2) and §250.51(b).

J. The SFA must ensure that, in crediting it for the value of USDA Foods used in the meal service, the FSMC uses the donated food values determined by NDA, in accordance with 7CFR§250.58(e) and §250.51(c).

K. In the first year of the contract, the FSMC must integrate the SFA's USDA Foods inventory carried over from the previous year, if the SFA was self-operating in that year.

L. The FSMC is prohibited from cashing out USDA Foods and providing a credit to SFA for USDA Foods. (7CFR§250.13) The FSMC will comply with 7CFR part 250 concerning storage and inventory management of USDA Foods. The FSMC will maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA Foods.

- M. The FSMC shall meet the general requirements of storage and requirement management of USDA Foods in 7CFR§250.14(b). The FSMC must ensure that its system of inventory management will not result in SFA being charged for USDA Foods. Failure by the FSMC to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA Foods.
- N. The FSMC shall allow SFA and/or any state or federal representative or auditor, including the Auditor General and USDA, or their duly authorized representatives, to perform onsite reviews of FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods. 7CFR§250.53(a)(10)
- O. The FSMC shall maintain records to document its compliance with requirements relating to USDA Foods in accordance with 7CFR§250.54 at least annually. 7CFR§250.53(a)(11)
- P. If the FSMC is responsible for receiving shipments on behalf of the SFA and retaining records of receipt of USDA Foods and end products (in accordance with 7CFR§250.54(b)), the SFA must verify receipt of donated food shipments through its electronic records, or by contacting NDA and should not rely solely on the FSMC records.
- Q. The FSMC acknowledges that renewal of this Contract is contingent upon the fulfillment of all contract provisions herein relating to USDA Foods. 7CFR§250.53(a)(12)
- R. The FSMC shall have a strategy to meet the CFR's for USDA Foods and invoicing on how the FSMC will report the value of the USDA Foods monthly.
- S. The SFA requires the FSMC to attempt to use 100% of the USDA Foods in the SFA menus.
- T. Upon termination of this Contract, the FSMC must, at SFA's discretion, return other unused USDA Foods to SFA. The value of other unused USDA Foods shall be based on the market value of all USDA donated commodities received for use in SFA's food service. Market value shall be the value set by the NDA, which is the USDA Foods file cost as of a date specified by the NDA, unless otherwise noted. 7CFR§250.51(a)
- U. In the final year of the contract, if a FSMC is not able to use all the SFA's USDA Foods before the termination of the contract, the SFA will not return credit to the FSMC for the value of unused USDA Foods. In addition, the FSMC must not remove or retain unused USDA Foods at contract termination.
- V. The SFA must ensure that the FSMC is following the requirements of this section through its monitoring of the food service operation, as required in 7CFR parts 210, 225, or 226. The SFA will conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the recipient agency's food service in the school or fiscal year, including, in accordance with the requirements in 7CFR§250.51(a), the value of donated foods contained in processed end products. The FSMC shall provide all documentation and assistance required by the SFA to complete the reconciliation.

HEALTH CERTIFICATION

- A. The SFA will maintain applicable health certification and assure that all State and local regulations are being met by the FSMC preparing or serving meals at the SFA.
- B. The FSMC shall comply with all SFA local and sanitation requirements applicable to the preparation of food. 7CFR§210.16(a)(7). FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- C. The FSMC will be responsible for maintaining the premises, equipment and facilities in a condition satisfactory to the SFA. The FSMC shall adhere to the standards of cleanliness and sanitary practices as required by the designated Health Department authority, the SFA standards, and USDA standards to insure continual sanitation in all functions and matters related to the food service program.
- D. The FSMC shall maintain, in the storage preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations and comply with the food safety inspection requirement. 7CFR§210.9(b)(14) The FSMC must have two (2) Food Safety Inspections completed during the contract period. The FSMC must provide to the SFA the Food Safety Inspection reports by June 30, 2020. (Public Law 108-265).
- E. The FSMC shall have State or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract. 7CFR§210.16(c)(2).

HOUSEKEEPING

A. At the beginning and termination of the contract, the SFA and FSMC shall jointly take inventory of all food and supplies. However, the inventory of food and operational supplies will remain on the SFA's property. The SFA will furnish the necessary small wares, including trays, dishes, glassware, flatware, serving utensils, and the like, necessary for the FSMC to provide services. FSMC shall be responsible for accounting for any difference between the beginning inventory and the ending inventory and shall compensate SFA for any shortfall in inventory not arising from:

- (1) Normal wear and tear; or
- (2) Theft, fire or other casualty loss beyond the control of FSMC and not arising from the negligence of FSMC or its agents.
- (3) The value of the inventories, except for USDA Foods inventories, shall be determined by invoice cost.

B. The SFA will provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, for use by the FSMC. The SFA will be responsible for the required cleaning and maintenance of dining areas and snack bar seating areas beyond the front edge of the serving lines, as well as periodic cleaning of all ceilings, ceiling fixtures, air ducts, and hood vent systems (as per local ordinance). The SFA will also provide and maintain adequate fire extinguishing equipment for food service areas, provide necessary pest control, and shall be responsible for the removal of refuse from refuse collection centers. The SFA shall, at its sole costs and expense, provide all utilities, including without limitation, proper lighting, electricity, gas, water (hot and cold), and telephone service, necessary for the FSMC to provide services. FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils and other operating items necessary for the food service operation and at the inventory level as specified by SFA.

C. The SFA will replace expendable equipment and replace, repair and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of FSMC.

D. The SFA shall ensure that food storage, preparation and service are in accordance with the sanitation and health standards established under State and local law and regulations. 7CFR§210.13(a)

E. The SFA/FSMC agrees to provide, install, maintain and operate an information technology system (which may include, but not be limited to, hardware, owned and licensed software and systems support) necessary for the operation of SFA's food service program ("the IT System"). SFA shall provide at its expense a suitable environment, including items such as: heat, air conditioning, phone and utility service as may be reasonably required for the installation, implementation, operation and maintenance of "the IT system."

F. The FSMC shall notify the SFA of any equipment belonging to the FSMC on the SFA premises within ten (10) days of its placement on SFA premises. The FSMC shall comply with all the SFA building rules and regulations. The FSMC shall not use the SFA's facilities to produce food, meals or services for third parties without the approval of SFA. If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by the FSMC to the SFA for such facility usage. Such usage may not result in a cost to the Non-profit Food Service Account. The SFA, on the termination or expiration of this Contract, shall conduct a physical inventory of all equipment, food and supplies owned by SFA. Upon termination of this Contract, FSMC shall surrender to SFA all of SFA's equipment and furnishings used in SFA's Food Service Program in good repair and condition, reasonable wear and tear excepted.

G. During the course of this Contract, title to all SFA food and supplies shall remain with the SFA.

ADMINISTRATIVE REVIEW AND PROCUREMENT REVIEW

- A. **Administrative Review.** The FSMC shall meet all Administrative Review (AR) and Procurement Review (PR) requirements. The Administrative Review (AR) is a comprehensive evaluation of school meals programs by the Nevada Department of Agriculture (NDA) of SFAs participating in the NSLP and SBP and includes both Critical and General Areas of Review to assess compliance with regulations and policies applicable to these programs. The FSMC shall provide accurate Administrative Review (AR) information to the SFA and the NDA and ensure that the meal pattern is executed per the regulations.
- B. **Procurement Review (PR).** The procurement of goods and services is a significant responsibility of a school food authority (SFA). Obtaining the most economical purchase should be considered in all purchases when using Federal funds. Federal, state and local laws and regulations specify the procurement methods, terms and conditions SFAs must follow to competitively procure goods and services, award contracts, and oversee contractor performance. (2 CFR 200.318(b)). NDA is required to ensure that SFAs comply with the applicable provisions through audits, procurement reviews, technical assistance, training guidance materials and by other means. (7 CFR 210.19(a)(3))

FINANCING OF EQUIPMENT

- A. The FSMC may finance equipment for the SFA's Food Service Program in an amount not to exceed \$5,000. The SFA will follow its usual procurement procedures for any transaction that is financed by the FSMC. The FSMC cannot be the vendor for any procurement that it finances for the SFA. The SFA shall repay any financing provided by the FSMC at the rate specified when the equipment was purchased, which sum shall be charged to the SFA as a Direct Cost to the food service program. This information must be documented on in offer. Ownership of the equipment shall at all times remain with the SFA.
- B. If the Contract expires or is terminated prior to the complete repayment of the investment, the SFA shall, on the expiration date, or within five (5) days after receipt by either party of any notice of termination under this Contract, either:
- (1) Reimburse the FSMC the unpaid portion of the investment;
 - (2) Deliver the equipment or other items funded by the investment to the FSMC; or
 - (3) Lease purchase the equipment or other items funded by the investment from the FSMC and continue to pay FSMC a monthly payment in the amount specified when the equipment was purchased until the balance of the investment is repaid.
- C. In this event, SFA's obligation under the Lease Purchase Agreement with FSMC shall be subject to the SFA's ratification of the rental agreement for each ensuing fiscal year.

E-VERIFY REQUIREMENT

- A. The FSMC warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance.
- B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the FSMC may be subject to penalties up to and including termination of the Contract.
- C. Failure to comply with a SFA audit process to randomly verify the employment records of FSMC and subcontractors shall be deemed a material breach of the contract and the FSMC may be subject to penalties up to and including termination of the contract.
- D. The SFA retains the legal right to inspect the papers of any employee who works on the contract to ensure that the FSMC or subcontractor is in compliance.

SAFETY

- A. Offeror, at its own expense and at all times, shall take all responsible precautions to protect persons and the School District/Public Entity property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.
- B. All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Nevada Industrial commission, the national Electric Code, and the National Fire Protection Association Standards.
- C. The FSMC agrees to utilize only experienced, responsible and capable employees in the performance of the work. SFA may require that the FSMC remove from the job, by this Contract, employees who endanger person or property or whose continued employment under this Contract is, in the opinion of SFA, not justified due to unacceptable performance of duties, or is inconsistent with the interests of SFA.

SUBCONTRACTS

- A. The FSMC may, with the approval of the SFA and NDA, enter into written subcontract(s) for performance of certain functions under the Contract. Subcontractors must be approved in writing by the SFA and NDA prior to the effective date of any subcontract.
- B. The FSMC shall not assign and/or delegate any of the duties and/or responsibilities to process DF under this Contract to any party, either by way of subcontract or any other arrangement, without the prior written consent of the SFA and the NDA. Prior to utilizing the services of any subcontractor under this Contract, the FSMC shall complete and submit to the SFA the NDA a Subcontractor Agreement (Refer to NPA) for each proposed subcontractor. Even if a subcontract is approved, the FSMC remains responsible as prime Contractor to ensure that DF is accounted for and processed according to the terms and conditions contained in this Contract and is obligated to inform the subcontractor of these requirements.

- D. FSMC's certificate(s) shall include all subcontractors as insured's under its policies or FSMC shall furnish to the SFA separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- E. The FSMC shall fully cooperate with other SFA contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other SFA contractors. The FSMC shall not intentionally commit or permit any act which will interfere with the performance of work by any other SFA contractors.

TAXES

- A. If during the term of this Agreement any taxes are added or deleted, or there is a revision of an existing law or regulation such that the responsibility for any tax is shifted or altered, any of which results in increased or decreased costs to the FSMC, then the financial terms of this Agreement shall be adjusted to reflect the change in cost retroactive to the commencement of the change. The obligations described in this paragraph shall survive any termination of this Agreement, and will continue until the applicable statute of limitations, including legal extensions, has expired. The SFA and the FSMC shall agree to remain responsible for any liability or assessment, including related interest and penalties, resulting from a tax responsibility of that party, and reasonable collection expense, attorney's fees, and costs incurred in connection with the collection of any such amount from that party.

SECTION 4: UNIFORM TERMS AND CONDITIONS

CONTRACT INTERPRETATION

- A. Nevada Law. The law of Nevada applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the SFA, TEACH Las Vegas Board Policies and Administrative Regulations, and Nevada Revised Statutes (NRS).
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
- (1) Special Terms and Conditions;
 - (2) Uniform Terms and Conditions;
 - (3) Statement of Scope of Work;
 - (4) Specifications;
 - (5) Attachments;
 - (6) Exhibits;
 - (7) Special Instructions to Offeror; and
 - (8) Uniform Instructions to Offeror
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- H. No action involving this RFP or a resulting contract may be brought except in the district and federal courts located in Clark County, Nevada, USA.

CONTRACT ADMINISTRATION AND OPERATION

- A. Records. The Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of at least seven (7) years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with all applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and seven (7) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the SFA and, where applicable, NDA, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The SFA shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the SFA determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the SFA for testing and inspection.

E. Notices. Notices to the Contractor required by this Contract shall be made by the SFA to the person indicated on the Offer and Award form submitted by the Contractor unless otherwise stated in the Contract. Notices to the SFA required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice. An Amendment to the Contract shall not be necessary.

F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

G. Property of the SFA. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the SFA. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the SFA.

COSTS AND PAYMENTS

A. Payments. Payments shall comply with the requirements for Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the SFA within thirty (30) days.

B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.

C. Applicable Taxes.

(1) Payment of Taxes by the SFA. The SFA will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.

(2) State and Local Sales Taxes. The SFA is subject to all applicable state sales and use taxes. Sales taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

(3) Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall and require all Subcontractors to hold the SFA harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

(4) IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the SFA.

CONTRACT CHANGES

A. Amendments. This Contract is issued under the authority of the TEACH Las Vegas Board of Trustees and has been signed by an authorized designee. The RFP and any resulting contract is managed and monitored by Director of Procurement and Contracts. Changes to the contract may be modified only through a Contract Amendment within the scope of the Contract signed by SFA's authorized designee. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim to this Contract based on those changes.

B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

RISK AND LIABILITY

A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

B. General Indemnification. To the extent permitted, the SFA shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. Indemnification - Patent and Copyright. To the extent permitted, the Contractor shall indemnify and hold harmless the SFA against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the SFA of materials furnished or work performed under this Contract. The SFA shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. Force Majeure.

(1) Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

(2) Force Majeure shall not include the following occurrences:

- (a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
- (b) Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- (c) Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

(3) If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended automatically for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

(4) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the SFA any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

WARRANTIES

A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the SFA of the materials or services, they shall be:

- (1) Of a quality to pass without objection in the trade under the Contract description;
- (2) Fit for the intended purposes for which the materials or services are used;
- (3) Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
- (4) Adequately contained, packaged and marked as the Contract may require; and
- (5) Conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material or service supplied to the SFA shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the SFA.

E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.

F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.

G. Survival of Rights and Obligations after Contract Expiration or Termination.

(1) Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that, the SFA is not subject to or barred by any limitations of actions.

(2) Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

SFA CONTRACTUAL REMEDIES

A. Right to Assurance. If the SFA in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the SFA option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. Stop Work Order.

(1) The SFA may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

(2) If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Non-exclusive Remedies. The rights and the remedies of the SFA under this Contract are not exclusive.

D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the SFA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. Right to Offset. The SFA shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the SFA or damages assessed by the SFA concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

CONTRACT TERMINATION

A. Cancellation for Conflict of Interest. The SFA may cancel this Contract any time after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the SFA is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. Gratuities. The SFA may, by written notice, terminate this Contract, in whole or in part, if the SFA determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the SFA for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The SFA, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

C. Suspension or Debarment. The SFA may, by written notice to the Contractor, immediately terminate this Contract if the SFA determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

D. Termination for Convenience. The SFA reserves the right to terminate the Contract, in whole or in part at any time, with a 120-day notice when in the best interests of the SFA without penalty or recourse. The Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the SFA. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the SFA. The Contractor shall be entitled to receive just and equitable compensation

for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided shall apply.

E. Termination for Default.

(1) In addition to the rights reserved in the Uniform Terms and Conditions, the SFA reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor. At the SFA's sole discretion, the SFA may offer a period of time for the Contractor to cure the breach. If such a period of time is offered, the contract will be terminated only if the Contractor fails to cure the breach in the time specified by the SFA.

(2) Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the SFA.

(3) The SFA may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the SFA for any excess costs incurred by the SFA re-procuring the materials or services.

F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

GIFT POLICY

- A. The SFA will accept no gifts, gratuities or advertising products from vendors. The SFA has adopted a zero-tolerance policy concerning vendor gifts. The SFA may request product samples from vendors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

INTEGRITY OF OFFER

- A. By signing this Offer, the Offeror affirms that the Offeror has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the School District/Public Entity in connection with the submitted Offer. Failure to sign the Offer, or signing it with a false statement, shall void the submitted offer or any resulting contract.

OFFSHORE PERFORMANCE

- A. Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the school district/charter school shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

CONTRACTOR'S EMPLOYMENT ELIGIBILITY

- A. By entering the contract, contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.
- B. The SFA may request verification of compliance from any contractor or subcontractor performing work under this contract. The SFA reserves the right to confirm compliance in accordance with applicable laws.
- C. Should the SFA suspect or find that the contractor or any of its subcontractors are not in compliance, the SFA may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

TERRORISM COUNTRY DIVESTMENTS

- A. The SFA is prohibited from purchasing from a company that is in violation of the Export Administration Act.

FINGERPRINT AND BACKGROUND CHECKS

- A. Any contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at TEACH Las Vegas may be required to obtain a valid fingerprint clearance card and/or pass a background check conducted by the district.

- B. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the School District.
- C. Contractor shall comply with the Governing Body fingerprinting and/or background check process.

CLARIFICATIONS

- A. Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Offer. It is achieved by explanation or substantiation, either in a written response to an inquiry from the District/Public Entity or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Offer, except to the extent that correction of apparent clerical mistakes results in a revision.

CONFIDENTIAL/PROPRIETARY INFORMATION

- A. If a firm believes specific information contained in their proposals are trade secret, propriety business information or otherwise confidential under the Nevada Revised Statutes (NRS), the firm should designate that specific information as confidential with the specific NRS citation, which is the basis for the confidential designation. The TEACH LAS VEGAS will not accept for consideration a proposal that is entirely or substantially marked confidential. A public records request for any documents that are part of this RFP will be processed by the TEACH LAS VEGAS Office of the General Counsel and in accordance with the Nevada public records laws. TEACH LAS VEGAS does not sign a confidential or non-disclosure agreements as part of the RFP process.
- B. Pricing: The TEACH LAS VEGAS will not consider pricing to be confidential or proprietary.
- C. Public record: All Offers submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, unless properly marked as confidential as outlined in 18A. above, subsequent to award notification, under the supervision of the Purchasing Official by appointment.

SECTION 5: SPECIAL INSTRUCTIONS TO OFFEROR

AUTHORIZED SIGNATURE

A. For any document that requires the Offeror's signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual Agreements. Additionally, if requested by SFA, disclosure of ownership information shall be submitted.

- (1) Privately Owned: The Owner must sign the contract.
- (2) Partnership: A Partner must sign the contract.
- (3) Corporation: A Corporate Officer must sign the contract.

B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee's authority must accompany the contract.

PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held in conjunction with this solicitation. Please refer to the cover page of this solicitation for details concerning this meeting. Attendance at this meeting is **MANDATORY**. A FSMC may only submit a proposal response if it attended the mandatory Pre-Proposal Conference.

Proposers are required to submit questions or clarifications by the question deadline via email only. Please refer to the cover page of this solicitation for details concerning the question deadline. Questions must be submitted to the attention of Enrique Robles, Director of Operations & Data Strategy, **via email at FoodServices@teachlv.org** referencing the solicitation number. It is the responsibility of the Offeror to submit questions or clarifications by the deadline identified on the cover page of this solicitation. Unless the contact person for this solicitation issues a solicitation amendment, the requirements stated in this solicitation stand and are to be provided by any FSMC.

The top three prospective companies will be invited to inspect a representative sample/all of TEACH Las Vegas' facility and equipment prior to submitting an offer in order to determine all requirements associated with the proposed contract. This will occur at the mandatory Pre-Proposal Conference which will include a tour of the central kitchen, elementary, middle, and high schools.

OFFER OPENING

As this is a Request for Proposals, Offers shall be opened publicly at the time and place designated on the cover page of this document. The name of each Offeror shall be read publicly and recorded. Prices will not be read. Offers will not be subject to public inspection until after a letter of intent is published. This will be recorded via Zoom and made available upon request. TEACH Public Schools and TEACH Las Vegas staff will be in attendance for the opening exclusively.

AWARD OF CONTRACT

Award of a contract will be made to the a responsive and responsible Offeror whose offer is determined to be the most advantageous to the SFA based on the evaluation criteria set forth in the Solicitation.

INCLUSIVE OFFEROR

Per 2 CFR 200.231, Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority-owned business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

FEDERAL IMMIGRATION AND NATIONALITY ACT

By submission of the Offer, the Offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The SFA may, at its sole discretion require evidence of compliance during the evaluation process. Should the SFA request evidence of compliance, the Offeror shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the time frame specified shall result in the Offer not being considered for contract award.

OFFER FORMAT AND CONTENT

A. FSMCs shall submit one (1) bound proposal clearly marked original, eleven (11) bound identical copies of the proposal, and one (1) identical electronic response in Microsoft Word, Microsoft Excel, or Adobe PDF, on a CD or flash drive in a sealed package or envelope. Subcategories of information in each of the volumes should be highlighted for ease of evaluating the

information contained therein. All substantive exceptions and supporting rationale shall be identified as such and consolidated on the attachment. The SFA may accept or reject any such exceptions at its sole discretion.

B. To facilitate evaluation, the Offer must be specific, and complete to clearly and fully demonstrate the Offeror has a thorough understanding of the requirement, can provide detailed information and relate experience concerning previous performance of similar services. Statements that the Offeror understands, can or will comply with the Scope of Work, statements paraphrasing the Scope of Work or parts thereof, and phrases such as “standard procedures will be employed” or “well-known techniques will be used”, etc., will be considered unacceptable. Offerors should note that data previously submitted shall not be relied upon nor incorporated in the Offer by reference. Only data in the sealed proposal will be considered during the evaluation process.

C. Binding and Labeling. Each copy of the Offer shall be presented in a bound form with the cover indicating the Solicitation number, the Offeror’s name and address and copy number (i.e. Copy 2 of 4). To be considered, each Offeror must submit a complete response and all forms included in this RFP must be provided in each proposal. In the event that Offeror modifies, revises, or changes the RFP and/or Contract in any manner, the SFA may reject the offer as non-responsive.

D. Indexing. The sections of the original and each copy of the Offer shall be indexed to indicate the applicable parts and elements. Orderliness of the Offer, readability and similar factors should be considered in Offer preparation.

E. Format. The mandatory information to be placed in each copy of the Offer is listed below. Each copy shall furnish sections for information discussed in the Scope of Work. Lack of these submissions may cause the Offer to be declared unacceptable.

- (1) Section One of the Offer shall be titled **Executive Summary**. This section shall include a signed copy of the Offer and Award Form.
- (2) Section Two of the Offer shall be titled **Pricing**. This section shall include the information described in Section 7: FSMC Offer Requirements of the RFP.
- (3) Section Three of the Offer shall be titled **Method of Approach and Implementation Plan**. This section shall provide a narrative on the methodology to be used to accomplish Scope of Work responsibilities to the extent possible for evaluation purposes. The language of the narrative should be straightforward and limited to facts, solutions to problems and proposed plans of action.
 - (a) The FSMC must submit a comprehensive plan on how the FSMC will provide input to purchase food for the menus that will keep costs low and quality high. In the plan, the FSMC must describe the methodology it will use to document the market value of the USDA Foods or commodities *used* on the invoice. The FSMC shall provide a sample invoice in the proposal that will meet all the information listed in the Special Terms and Conditions that pertain to USDA requirements
 - (b) Provide a 21-day breakfast menu that will meet the USDA requirements.
 - (c) Provide a 21-day lunch menu for all applicable age grade groups that will meet the USDA requirements.
 - (d) Provide detailed information about the FSMC’s philosophy regarding promotion (increasing awareness and participation) of the school food service program.
 - (e) Provide a comprehensive plan on how the Offeror shall implement Hazard Analysis and Critical Control Point (HACCP) principles to meet the USDA guidance effective July 1, 2006. Public Law 108-265.
 - (f) Provide detailed information about the FSMC internal accounting program.
 - (g) Provide a detailed marketing plan for the Nutrition Services program.
 - (h) The FSMC must demonstrate in this section that it understands the depth and breadth of TEACH LAS VEGAS’s Nutrition Services program and that it can successfully manage the food service program and grow the program.
 - (i) Provide a detailed implementation plan for this project
- (4) Section Four of the Offer shall be titled **Offeror’s Experience, Expertise and Reliability**. This section shall provide information which reflects the Offeror’s experience and reliability. This section shall specifically address or include:
 - (a) At least three (3) verifiable professional references must be provided regarding services provided by the Offeror similar to those required under this Solicitation.
 - (b) Provide a detailed description of all FSMC management positions being proposed along with résumés of all FSMC management staff.
 - (c) A proposed daily staffing schedule of food service employees. The staffing schedule will include a daily listing of position by school, the daily hours scheduled to work for each position and the corresponding wage rate for position. Each school-staffing schedule describe the total daily hours and daily cost.
 - (f) A description of the training plan that the FSMC will give to employees.
 - (g) A list of all food service operations. Please highlight those operations that are of similar size and scope to TEACH LAS VEGAS.
 - (h) A list of school districts where food services contracts have been terminated in the past five (5) years. This information should be provided on Attachment 7.16.
- (5) Section Five of the Offer shall be titled **Required Documents**. This section shall include complete and signed copies of Attachment 1, Offeror’s Drug Free Workplace; Attachment 2, Certification of Debarment/Suspension; Attachment 3,

Certification Regarding Lobbying; Attachment 4, Independent Price Determination; Attachment 5, Non-Collusion Affidavit; and Attachment 6, IRS W-9).

EVALUATION AND SELECTION

- A. Evaluation of Offers may be accomplished in four steps.
1. Step One. Initial review of Offer to determine basic responsiveness to the Solicitation, where offers will be reviewed to ensure they include all required information.
 2. Step Two. Evaluation of offer to assess the Offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Scope of Work. This step may include presentation from selected finalists (see D. Oral Presentations/Interview below).
 3. Step Three. Discussions with Offerors concerning their offers. This step includes requests for Final Proposal Revisions from finalists still considered susceptible of winning contract award(s).
 4. Step Four. Contract award(s) made to the responsive and responsible Offeror(s) whose offer is determined to be the most advantageous to the SFA, based on the following criteria (in bold print below), which are listed in descending order of importance.
 - **Pricing:** Demonstrated capability to meet the needs of the SFA food operations using the best cost-effective method. Also the Offeror must meet the pricing information as described in the Pricing Section.
 - **Method of Approach and Implementation Plan:** Demonstrated capability to meet the needs of the SFA food operation service as described in the Method of Approach and Implementation Plan section of the Scope of Work. This shall include information on how Offeror plans on conducting business in the SFA.
 - **Offeror's Experience, Expertise and Reliability:** Demonstrated experience in operating a food service operation in a SFA. This can be Nevada experience, or another food service program, and may include evaluation of references submitted.
- B. Evaluation of Optional Terms. The SFA will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate SFA to exercise the option(s).
- C. Discussions. The SFA reserves the option to conduct discussions with those Offerors who submit Offers determined by the SFA to be reasonably susceptible of being selected for award.
- D. Oral Presentation/Interview. If the SFA elects to select those identified as being in the competitive range from the written evaluation for an oral presentation/interview prior to final determination of contract award, the SFA will contact the top-scoring Offeror(s) to schedule a date, time and location. Notification shall be in writing and include the date, time, and location of the firm's scheduled presentation.
 - Commitments made by the FSMC at the oral presentation/interview, if any, will be rendered in writing and considered binding.

FINAL PROPOSAL REVISIONS

- A. In the event the Procurement Officer determines discussions are required, discussions on the areas, items, and factors specified in this Solicitation may be held an Offeror or Offerors determined to be in the competitive range.
- B. The Offeror is permitted to make revisions during negotiations. Offerors should be aware that a complete understanding as to pricing, technical, and all other terms and conditions of the proposed contract must exist between the Offeror and SFA at the conclusion of negotiations (best and final offer).
- C. Discussions will be concluded when a mutual understanding has been reached with each Offeror remaining in the competitive range. This mutual understanding will become the basis for the Offeror's Final Proposal Revision.
- D. The Final Proposal Revision must be returned, signed and dated by the Offeror within the time and date specified to be eligible for award.

SECTION 6: UNIFORM INSTRUCTIONS TO OFFEROR

INQUIRIES

- A. **Duty to Examine:** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the offer due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person:** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person and must be received by the deadline indicated on the cover page. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee or Board Trustee. Communication regarding this solicitation with any other District employee or Trustee may result in rejection of proposal.
- C. **Submission of Inquiries:** All inquiries must be submitted in writing via email by the deadline. Please refer to the cover page of this solicitation for the deadline and appropriate email address. Any inquiry related to this Solicitation shall refer to the appropriate Solicitation number, page, and paragraph.
- D. **No Right to Rely on Verbal Responses:** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquiries.
- E. **Solicitation Amendments/Addenda:** The Solicitation shall only be modified by a Solicitation Amendment or Addendum. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the Offer. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- F. **Pre-Proposal Conference:** If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location must appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions about the Solicitation, the procurement process, or the operation at that time. Offerors are strongly encouraged to submit any question raised during the Pre-Proposal Conference in writing to the email address on the cover page to ensure they are answered in an Addendum. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendums.
- G. **Persons with Disabilities:** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made at least 72 hours in advance to allow time to arrange the accommodation.

OFFER PREPARATION

- A. **Forms:** An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. **Typed or Ink / Corrections:** The Offer, and all other correspondence must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. **Evidence of Intent to be Bound:** The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.
- D. **Subcontracts:** Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer. Per 7CFR§3017.200 debarment verification shall be completed on subcontracts/subcontractors. This will be completed by the subcontractor prior to contract approval.
- E. **Cost of Offer Preparation:** The School District/Public Entity will not reimburse any Offeror for the cost of responding to a Solicitation or for attending an oral presentation/interview.

F. Solicitation Amendments/Addenda: Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer and shall be submitted with the sealed Offer no later than the offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Offer.

G. Federal Excise Tax: School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.

H. Provision of Tax Identification Numbers: Offerors are required to provide their Nevada Sales & Use Tax number, State of Nevada Vendor ID number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Award Form and provide the tax rate and amount, if applicable, on the Price Sheet.

I. Identification of Taxes in Offer: School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Nevada resident Offerors do not indicate taxes on a separate item in the Offer, the SFA will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.

J. Disclosure: If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

K. Solicitation Order of Precedence: In the event of a conflict in the provisions of this Solicitation, and any subsequent contracts, the following shall prevail in the order set forth below:

- (1) Special Terms and Conditions;
- (2) Uniform Terms and Conditions;
- (3) Statement of Scope of Work;
- (4) Specifications;
- (5) Attachments;
- (6) Exhibits;
- (7) Special Instructions to Offerors; and
- (8) Uniform Instructions to Offerors

L. Delivery: Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

SUBMISSION OF OFFER

A. Sealed Envelope or Package: Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package. A sealed proposal (offer) delivered to the address on the coverer page by the date and time specified on the cover page shall be the only acceptable means of submitting proposal.

B. Offer Amendment or Withdrawal: An Offer may not be amended or withdrawn after the offer due date and time except as otherwise provided under applicable law.

C. Public Record: Under applicable law, all Offers submitted and opened are public records and must be retained by the School District/Public Entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District/Public Entity. If a firm believes specific information contained in their proposals are trade secret, propriety business information or otherwise confidential under the Nevada Revised Statutes (NRS), the firm should designate that specific information as confidential with the specific NRS citation, which is the basis for the confidential designation. The TEACH LAS VEGAS will not accept for consideration a proposal that is entirely or substantially marked confidential. A public records request for any documents that are part of this RFP will be processed by the TEACH LAS VEGAS Office of the General Counsel and in accordance with the Nevada public records laws. TEACH LAS VEGAS does not sign a confidential or non-disclosure agreements as part of the RFP process.

D. Non-collusion, Employment, and Services: By signing the Offer and Award form or other official contract form, the Offeror certifies that:

- (1) The prices 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 Offeror or with any competitor; the prices which have been quoted have not been, nor will not be, disclosed directly or indirectly to any other Offeror or to any competitor; no attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and
- (2) It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
- (3) By submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
- (4) By submission of this proposal, that 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.

ADDITIONAL OFFER INFORMATION

A. Unit Price Prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. Taxes: All applicable taxes in the Offer will be considered by the School District/Public Entity when determining the lowest bid or evaluating solicitations; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Nevada and is not subject to a sales or use tax of a political subdivision of this state. In that event, all applicable taxes which are obligations of Offerors in state and out of state, shall be disregarded in the contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor. Nevada Sales and use taxes shall not be considered when evaluating Offers.

C. Late Offers: A submitted Offer received after the exact offer due date and exact time **shall be rejected**. The time clock at the exact location for Offer submission listed on the cover page is the official time, without exception. TEACH LAS VEGAS is not responsible for proposer's method of delivery. If using a third-party carrier to deliver Offer, Offerors are strongly encouraged to ship proposals early in case of a delay by the carrier. Such a delay resulting in delivery of Offer after the exact day and time Offers are due will result in rejection of Offer.

D. Disqualification: The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

E. Offer Acceptance Period: An Offeror submitting an Offer under this Solicitation shall hold its Offer open from the submission date until a decision is made by the TEACH LAS VEGAS Board of Trustees. Award of contract is estimated to be May 12, 2020 but may be earlier or later at TEACH LAS VEGAS's discretion. TEACH LAS VEGAS will provide successful Offeror with the actual date of anticipated award prior to fully executing contracts. If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open until TEACH LAS VEGAS's Board of Trustees makes a final determination on award.

F. Payment: Payments shall comply with the requirements of Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete, detailed, and accurate invoice, including all rebates, credits, and discounts for payment within thirty (30) days.

G. Waiver and Rejection Rights: Notwithstanding any other provision of the solicitation, the SFA reserves the right to:

- (1) Waive any minor informality;
- (2) Reject any and all offers or portions thereof; or
- (3) Cancel a solicitation.

AWARD

A. Number or Types of Awards: Where applicable, the SFA, reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the SFA. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District/Public Entity's interest, "all or none" Offers shall be rejected.

B. Contract Commencement: An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by TEACH LAS VEGAS with an authorized signature on the Offer and Award Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.

C. Effective Date: The effective date of this Contract shall be July 1, 2022.

D. Governing Board Approval: Final acceptance for the SFA will be contingent upon the approval by the TEACH LAS VEGAS Board of Trustees which is estimated to be May 12, 2020 but may be earlier or later at TEACH LAS VEGAS's discretion.

PROTESTS

- A. Any unsuccessful Proposer may protest a pending Recommendation for Award in strict accordance with NRS 332.
- B. Appellant must submit a written letter of protest to the Director of Procurement and Contracts no later than six (6) calendar days after Recommendation for Award is posted. The letter must include the name, address, telephone number and email address of the protestor. Additionally, the letter must identify solicitation number, the form of relief requested, and it must be signed by the protestor or its representative
- C. Pursuant to NRS 332, the notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice of protest believes the applicable provisions of the law were violated.
- D. 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 TEACH Las Vegas, which will hold the bond or other security until a determination is made on the protest. Such bond must be submitted with the written protest to the Director of Procurement and Contracts by the deadline.
- E. 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).
- F. Appellant will not seek any type of judicial intervention until TEACH Las Vegas of Trustees has rendered its final decision on the protest.
- G. TEACH Las Vegas is not liable for any costs, expenses, attorney's fees, and loss of income or other damages sustained by appellant in proposal appeal process.
- H. TEACH Las Vegas will stay any award action until after the Board of Trustees renders a final decision.
- I. If a protest is granted or upheld, the full amount of the posted bond will be returned to the appellant. If the protest is denied or not upheld, a claim may be made against the bond for expenses suffered by TEACH Las Vegas because of the unsuccessful protest.

SECTION 7: FSMC OFFER REQUIREMENTS

QUALIFICATION OF OFFEROR

- A. Qualification data must be submitted by each FSMC along with the sealed offer, and include the information as follows:
 1. Any interested FSMC must be presently operating a comparable, successful school food service program or be able to effectively demonstrate sufficient experience and knowledge in operating a school food service program.
 2. Annual reports or financial statements for the past year. These reports and financial statements must be certified by a licensed public accountant and must be included in the pre-qualification data.
 3. An authorized representative of the interested company must certify acceptance of the basis for criteria and the basis for selection of an interested FSMC.
 4. Information about the other districts and/ or charter the FSMC is currently working with in Nevada. Details should include district/charter name, district size, number of sites, contract start date, and date and findings noted on the most recent administrative review.

OFFEROR REFERENCES

- A. FSMC offeror must provide at least three verifiable professional references regarding services provided by the offeror similar to those required under this solicitation. References must include:
 1. District/ Public Entity Name
 2. Address
 3. Contact Name
 4. Contact Information
 5. Description of Services

CONTRACT PRICING SUMMARY

- A. Fixed Fee. The FSMC will be paid at a fixed rate per meal. Do not submit a proposal with a monthly flat rate because it will not be evaluated and will not be approved by NDA.
- B. Fixed-meal Rate Bid: the FSMC must bid and will be paid at a fixed rate per meal. The offer amount should be based on assumption that no donated commodities will be available for use. The SFA will not permit the FSMC to pre-credit for USDA Foods.

LABOR COSTS (Option 1)

- A. All non-management food service employees shall remain employees of the SFA. The FSMC Food Service Director may direct all SFA food service employees.
- B. FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by SFA. Under a cost-reimbursable contract, fringe benefits, as well as the basis for any salary increases, must be specified in the Offer and approved by SFA in order for these to be Allowable Costs. Salary increases, if any, shall be awarded, in part, on the basis of criteria mutually established by SFA and FSMC. Such criteria, at a minimum, shall reflect measurable and substantive improvements in operating efficiencies, such as unit costs for food, labor and direct items or specific and identifiable increase in such areas as the total numbers of students and staff participating in food service programs, and the total number of identified students for free and reduced meal reimbursements.
- C. Offeror must provide

LABOR COSTS (Option 2)

- A. There will be 2 non-management food service employees who shall remain employees of the FSMC. There will be 2 food service employees who shall remain employees of the SFA. The FSMC Food Service Director may direct the SFA food service employees. The information about current food service operations staffing are on Exhibit A
- B. FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by SFA. Under a cost-reimbursable contract, fringe benefits, as well as the basis for any salary increases, must be specified in the Offer and approved by SFA in order for these to be Allowable Costs. Salary increases, if any, shall be awarded, in part, on the basis of criteria mutually established by SFA and FSMC. Such criteria, at a minimum, shall reflect measurable and substantive improvements in operating efficiencies, such as unit costs for food, labor and direct items or specific and identifiable increase

in such areas as the total numbers of students and staff participating in food service programs, and the total number of identified students for free and reduced meal reimbursements.

C. Offeror must provide

LABOR COSTS (Option 3)

- A. All management and non-management food service employees shall remain employees of the FSMC. The FSMC Food Service Director may direct the SFA food service employees. The information about current food service operations staffing are on Exhibit A.
- B. FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by SFA. Under a cost-reimbursable contract, fringe benefits, as well as the basis for any salary increases, must be specified in the Offer and approved by SFA in order for these to be Allowable Costs. Salary increases, if any, shall be awarded, in part, on the basis of criteria mutually established by SFA and FSMC. Such criteria, at a minimum, shall reflect measurable and substantive improvements in operating efficiencies, such as unit costs for food, labor and direct items or specific and identifiable increase in such areas as the total numbers of students and staff participating in food service programs, and the total number of identified students for free and reduced meal reimbursements.
- C. Offeror must provide

SCHEDULE OF TERMS FOR THE FSMC GUARANTEE

- A. The FSMC offeror must describe in detail the Guarantee Return conditions, forecasting of cost, and settlement of losses and/or surpluses.
- B. The FSMC must select provide either a:
 1. **Guaranteed No Loss:** FSMC guarantees the SFA no loss for the operation of the food service program.
 2. **Guaranteed Minimum Return:** FSMC guarantees the SFA a return no less than a certain dollar amount for the operation of the food service program
- C. The FSMC must state what the Guarantee Minimum Return amount will be for the SFA for Year 1 of the contract and the estimated guarantee minimum return to the SFA for years 2-5.

FINANCIAL PROJECTED WORKSHEET

- A. Based on the information provided in Exhibit A and B of the RFP, the FSMC must provide projected revenues and expenditures. Offer must provide estimates for contract years 1-5. The following information must be included in projections submitted:
 1. Revenues
 - Cash Sales
 - Student Breakfast Sales
 - Student Lunch Sales
 - A-La-Carte Sales
 - Adult Sales
 - Special Event sales
 - Federal Reimbursement (based on current rates)
 - Breakfast
 - Lunch
 - Snacks
 - Summer Food Service Program
 - USDA Foods Credit
 2. Expenses
 - SFA Food Costs
 - Gross Food Costs
 - Food Delivery Costs
 - USDA Foods Used
 - USDA Foods Delivery
 - USDA Foods Processing
 - Labor Costs
 - FSMC Fees
 - Administrative Fee
 - Management Fee
 - Direct Costs
 - Paper and Disposable Goods
 - Replacement/Small Wares
 - Auto Expenses
 - Insurance Expense
 - Telephone

- Office Supplies
- Postage
- Bank Deposit Services
- Uniforms and Laundry
- Other Delivery and Freight/ Non-Food
- Advertising, Promotions & Menu
- Marketing/franchise and Décor
- Equipment Purchases
- Depreciation of Equipment
- Equipment Repair
- Licenses
- Employee Travel
- Security background check
- Miscellaneous-Specify

OFFEROR'S 21 DAY CYCLE MENU

- A. The food-based menu planning approach requires specific food group components to be served in an established age/grade group. At a minimum, schools must offer all food group components in the quantities specified for breakfast and lunch. The five food group components established are meat/meat alternate, grain, vegetable, fruit, and fluid milk. (See Exhibit C: Meal Patterns – School Breakfast and School Lunch)
- B. FSMC Offeror must provide a 21 Day Cycle menu all applicable age grade groups for breakfast, lunch, snack, and summer food service.

OFFEROR'S INTERNAL ACCOUNTING PROCESS

- A. Give detailed information regarding your internal accounting process. At minimum offeror must provide the following information:
 1. Detailed inventory control for storage areas, including USDA Foods
 2. Accounting controls
 3. Method of recording, checking and reporting sales
 4. Internal control of cash handling
 5. Internal audit system
 6. All regular accounting forms used, with detailed explanation of their operation and importance
 7. Account periods
 8. Detailed description of showing credits and rebates on invoices and the method used to reach those amounts
 9. Data collection for purposes of evaluating the effectiveness of new and current programs

OFFEROR'S ORGANIZATION CHART

- A. Each offeror must provide a Company Organization Chart. Identify the Project Personnel who will be working with the SFA and include what the FSMC's plan is for the administrative, management and the supervision proposed under the specifications of this contract.

OFFEROR'S PERSONNEL INFORMATION

- A. Each offeror must describe the FSMC's experience as managers and consultants of food service operations in general and public/charter schools in particular.
- B. Submit résumés of all personnel who will be working with the SFA. The résumés shall include the following:
 1. Education
 2. Number of years of experience, number of years with the company
 3. Specific related experience
 4. Availability of the person to work with TEACH Las Vegas
 5. Current and proposed time commitments of this person
 6. Associates or outside consultants and previous work experience with proposed outside sources (if any)
 7. Depth of management and support resources

OFFEROR'S TRAINING PROGRAM

- A. Submit a detailed description of the FSMC's training program for employees, Directors, managers and support at all levels. Training program description should include:
 1. How the FSMC will train its employees to abide by all policies, rules and regulations with respect to its use of TEACH Las Vegas' premises
 2. Detail on the training areas as required for USDA Professional Standards Requirements
 3. How the FSMC attempts to improve employee morale and reduce turnover

OFFEROR'S FOOD SERVICES PROGRAM LIST

- A. The FSMC must have extensive experience as food service operators and consultants of food service programs in general, and in public/charter schools. The FSMC shall have specific strategies for increasing both student and adult participation, while at the same time providing high quality, nutritional food. The FSMC shall have experience with this in other schools.
- B. Offeror must provide a list of all Nevada, as well as, other nationwide operations where you are operating food service programs. List should include:
 - 1. School District/Charter Name
 - 2. Population
 - 3. Location
 - 4. Client Contract
 - 5. Phone Number
 - 6. Scope of Services
 - 7. % of Participation
 - 8. % of Free and Reduced Lunch

OFFEROR'S DISCONTINUED OR TERMINATED SERVICES

- A. List the school districts where your services have been discontinued or terminated in the past 3 years. You must indicate the following:
 - 1. Name of School District/ Public Entity
 - 2. Contact Name of School District/ Public Entity
 - 3. Telephone number of contact
 - 4. Number of sites served
 - 5. Length of the relationship
 - 6. Reason for termination

OFFEROR'S DRUG FREE WORKPLACE POLICY

- A. The FSMC will abide by the Drug Free, Alcohol Free rules and regulations of TEACH Las Vegas and all local policies. Preference will be given to vendors submitting a signed certification with their proposal certifying they have a drug free workplace. (Attachment 1)

OFFEROR'S CERTIFICATION OF DEBARMENT/SUSPENSION

- A. All offerors must submit a signed certification of Debarment/Suspension. (Attachment 2)

OFFEROR'S CERTIFICATION REGARDING LOBBYING

- A. All offerors must submit a signed certification regarding lobbying. (Attachment 3)

OFFEROR'S CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- A. All offerors must submit a signed certificate of independent price determination. (Attachment 4)

OFFEROR'S SIGNED NON-COLLUSION AFFIDAVIT

- A. All offerors must submit a signed non-collusion affidavit. (Attachment 5)

OFFEROR'S IRS W-9 FORM

- A. All offerors must submit an IRS W-9 form. (Attachment 6)

ATTACHMENT 1: OFFEROR'S DRUG FREE WORKPLACE POLICY

The FSMC will abide by the Drug Free, Alcohol Free rules and regulations of TEACH Las Vegas and all local policies. Preference will be given to vendors submitting a certification with their proposal certifying they have a drug free workplace. The FSMC shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substance is prohibited in the workplace and specifies the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintain a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement in subsection (1).
4. In the statement specified in the subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the violation of any controlled substance law of the United States or any state, for the a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As a person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Company Name: _____

Vendors Signature: _____

ATTACHMENT 2: CERTIFICATION OF DEBARMENT/SUSPENSION

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (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 REVERSE)

- (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 Project Name

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

Signature(s)

Date

ATTACHMENT 3: CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, 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 or 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 included in the award documents for all covered subawards 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

INSTRUCTIONS FOR COMPLETION OF SF-LLL

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or Agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative Agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including 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 the 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.

DISCLOSURE OF LOBBYING ACTIVITIES

Check this box if not applicable

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)**

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan guarantee</p> <p><input type="checkbox"/> e. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</p> <p>\$</p>	
<p>10. a. Name and Address of Lobbying Entity</p> <p>(if individual, last name, first name, MI):</p> <p>(attach continuation sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a.)</p> <p>(last name, first name, MI):</p> <p>(attach continuation sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>	<p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), of Member(s) contracted, for payment indicated on item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		

ATTACHMENT 4: CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

Both the School Food Authority and the Food Service Management Company (Offeror) shall execute this Certificate of Independent Price Determination.

Name of Food Service Management Company

Name of School Food Authority

- (A) By submission of this Offer, the Offeror certifies and in the case of a joint Offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (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 Offeror 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 Offeror and will not knowingly be disclosed by the Offeror 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 Offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the Offeror 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 Offerors 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 not the person in the Offeror's organization responsible for the decision as to the prices being Offered herein, but 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, and as their agent does hereby so certify; and he or she has 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
Company's Authorized Representative

Title

Date

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 Authority
Authorized Representative

Title

Date

Note: Accepting a bidder's Offer does not constitute award of the contract.

ATTACHMENT 5: NON- COLLUSION AFFIDAVIT

State of Nevada)
County of) ss.

_____, affiant,
(Name of Person Authorized to Sign Offer)

the _____
(Title)

of _____
(Contractor/Offeror)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham Proposal, or any other person, firm or corporation to refrain from submitting a Proposal, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

(Signature of Person Authorized to Sign Offer)

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20 _____

Signature of Notary Public in and for the

State of _____

County of _____

ATTACHMENT 6: IRS W-9 FORM

Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3>	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	
	Social security number [] [] [] - [] [] - [] [] [] [] [] []
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	Employer identification number [] [] - [] [] [] [] [] [] [] [] [] [] [] []

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶
	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

EXHIBIT A: TEACH LAS VEGAS STUDENT POPULATIONS SERVED

TEACH Las Vegas (“TEACH LV”), a full K-12 span school, is based on the successful model of TEACH Public Schools in Los Angeles, California.

MISSION

The mission of TEACH Las Vegas is to create a high quality, innovative K-12 teaching and learning environment in North Las Vegas that focuses on literacy; integrating state-of-the-art technologies across the core curriculum to achieve academic proficiency for all students. To fulfill our mission, we will:

- 1) Challenge students who are unchallenged by traditional teaching applications to attain academic proficiency to grade level and above
- 2) Allow each student the freedom to learn by exploring cutting edge technologies and concepts.

Enable students to become creative, self-motivated, competent college bound students, and lifelong learners that live responsibly as informed, and productive members of a complex social, economic, and global society.

VISION

TEACH LV will reach students of all backgrounds by teaching the entire child which includes the social, physical, emotional and intellectual needs of the student. Upon graduation, the knowledge and the experiences acquired at TEACH will be effectively applied to students’ daily lives.

TEACH LV will create an educational environment that will foster success in the classroom as well as the community. To this end, the school will work relentlessly toward the following program goals:

- 1) Prepare students for academic success through secondary school as well as post-secondary education.
- 2) Prepare students to be responsible and active participants in their community.
- 3) Enable students to become life-long learners.

ENROLLMENT PROJECTIONS

GRADE	2022-23	2023-24	2024-25	2025-26	2026-27
K	50	75	75	75	75
1	50	50	75	75	75
2	50	50	50	75	75
3	50	50	50	50	75
4	50	50	50	50	50
5	50	50	50	50	50
6	30	50	50	50	50
7	30	30	50	50	50
8	30	30	30	50	50
9	N/A	75	75	75	75
10	N/A	N/A	75	75	75
11	N/A	N/A	N/A	75	75
12	N/A	N/A	N/A	N/A	75
TOTAL	390	510	630	750	850

FREE AND REDUCED PRICED MEAL ELIGIBLE POPULATION: 92%

2022-23 Academic Calendar

2022/23 School Calendar - TEACH Las Vegas

Month	Su	Mo	Tu	We	Th	Fr	Sa	Total Days	Wk	Days	Federal holidays / notes
July 2022	24	25	26	27	28	29	30	0			July 27 - July 29: New Teacher Work Days (no students)
	31	1	2	3	4	5	6	0			Aug. 1 - Aug. 5: Teacher Work Days (no students)
Aug 2022	7	8	9	10	11	12	13	5	1	5	Aug. 8: Students first Day to attend
	14	15	16	17	18	19	20	10	2	5	
	21	22	23	24	25	26	27	15	3	5	
	28	29	30	31	1	2	3	20	4	5	
Sep	4	5	6	7	8	9	10	24	5	4	Sept. 5: Labor Day Holiday - No school/students
	11	12	13	14	15	16	17	29	6	5	Sept. 12: PD Day - No students
	18	19	20	21	22	23	24	34	7	5	
	25	26	27	28	29	30	1	39	8	5	
Oct	2	3	4	5	6	7	8	44	9	5	Oct. 7: End of first quarter
	9	10	11	12	13	14	15	49	10	5	Oct. 10: PD Day; Oct. 14: Parent Conference - No school for students
	16	17	18	19	20	21	22	54	11	5	
	23	24	25	26	27	28	29	58	12	4	Oct. 28: Nevada Day - No School/students
Nov	30	31	1	2	3	4	5	63	13	5	
	6	7	8	9	10	11	12	67	14	4	Nov. 11: Veterans Day - No school/students
	13	14	15	16	17	18	19	72	15	5	
	20	21	22	23	24	25	26				Nov. 21 - 25: Thanksgiving Holiday Break
Dec	27	28	29	30	1	2	3	77	16	5	
	4	5	6	7	8	9	10	82	17	5	December 16: Semester Ends
	11	12	13	14	15	16	17	87	18	5	Dec. 19 - Dec. 30: Winter Break
	18	19	20	21	22	23	24				2nd SEMESTER
Jan 2023	25	26	27	28	29	30	31				
	1	2	3	4	5	6	7	91	19	4	Jan. 2: No School Students & Staff; Jan. 3: PD Day
	8	9	10	11	12	13	14	96	20	5	
	15	16	17	18	19	20	21	100	21	4	Jan. 16: Martin Luther King Jr. Day - No school/students
Feb	22	23	24	25	26	27	28	105	22	5	
	29	30	31	1	2	3	4	110	23	5	
	5	6	7	8	9	10	11	114	24	4	February 6: Contingency Day
	12	13	14	15	16	17	18	119	25	5	
Mar	19	20	21	22	23	24	25	123	26	4	February 20: Presidents' Day No School/students
	26	27	28	1	2	3	4	128	27	5	
	5	6	7	8	9	10	11	133	28	5	March 10: End of 3rd Quarter
	12	13	14	15	16	17	18	137	29	4	March 13: Contingency Day
Apr	19	20	21	22	23	24	25	142	30	5	
	26	27	28	29	30	31	1	147	31	5	
	2	3	4	5	6	7	8				April 3-7: Spring Break
	9	10	11	12	13	14	15	152	32	5	
May	16	17	18	19	20	21	22	157	33	5	April 17: PD Day - No students
	23	24	25	26	27	28	29	162	34	5	
	30	1	2	3	4	5	6	167	35	5	
	7	8	9	10	11	12	13	172	36	5	
May	14	15	16	17	18	19	20	177	37	5	
	21	22	23	24	25	26	27	180	38	3	May 24: Last Day of School for students
	28	29	30	31	1	2	3				Memorial Day

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EXHIBIT B: TEACH LAS VEGAS MEAL PRICES/INCOME

The prices for previous school year are as follows:

Breakfast	\$2.15
Lunch	\$3.35
After School Snack	\$1.05

The income for previous school year here is as follows:

Total Cash	N/A
Total Reimbursements	N/A

Report Date: 04/01/2022
Time: 6:14:38PM

Nevada Department of Agriculture
Food and Nutrition Division
NSLP School Transaction History Report
State Fiscal Year: 2021-2022

Page 1 of 2

TEACH Las Vegas Charter School Agreement No: N-46-22

Trx. Number	Trx. Type	Transaction Type Description	Trx. Ref. Date	Trx. Ref. Nbr.	Statement Process Date	Trx. Amount	Account Description
45,502	01	Claim	08/01/2021	11,172.00	11/01/2021	6,022.91	Section4
45,503	01	Claim	08/01/2021	11,172.00	11/01/2021	2,228.56	Severe Need Breakfast
45,504	01	Claim	08/01/2021	11,172.00	11/01/2021	710.00	ASC-High
45,530	01	Claim	09/01/2021	11,177.00	11/01/2021	9,066.75	Section4
45,531	01	Claim	09/01/2021	11,177.00	11/01/2021	3,816.87	Severe Need Breakfast
45,532	01	Claim	09/01/2021	11,177.00	11/01/2021	1,100.00	ASC-High
46,027	01	Claim	10/01/2021	11,288.00	12/16/2021	7,663.56	Section4
46,028	01	Claim	10/01/2021	11,288.00	12/16/2021	3,262.81	Severe Need Breakfast
46,029	01	Claim	10/01/2021	11,288.00	12/16/2021	900.00	ASC-High
46,030	01	Claim	11/01/2021	11,289.00	12/16/2021	7,339.75	Section4
46,031	01	Claim	11/01/2021	11,289.00	12/16/2021	3,078.12	Severe Need Breakfast
46,032	01	Claim	11/01/2021	11,289.00	12/16/2021	850.00	ASC-High
46,355	01	Claim	12/01/2021	11,356.00	02/01/2022	5,612.75	Section4
46,356	01	Claim	12/01/2021	11,356.00	02/01/2022	2,400.93	Severe Need Breakfast
46,357	01	Claim	12/01/2021	11,356.00	02/01/2022	650.00	ASC-High
46,455	01	Claim	01/01/2022	11,384.00	02/16/2022	8,212.50	Section4
46,456	01	Claim	01/01/2022	11,384.00	02/16/2022	3,516.75	Severe Need Breakfast
46,457	01	Claim	01/01/2022	11,384.00	02/16/2022	850.00	ASC-High
46,767	01	Claim	02/01/2022	11,453.00	03/16/2022	8,212.50	Section4
46,768	01	Claim	02/01/2022	11,453.00	03/16/2022	2,605.00	Severe Need Breakfast
46,769	01	Claim	02/01/2022	11,453.00	03/16/2022	900.00	ASC-High
Total:						\$78,999.76	

EXHIBIT C: MEAL PATTERNS SCHOOL BREAKFAST AND SCHOOL LUNCH

School Breakfast Meal Pattern, SY 2019-20, 5-Day						
Serve Only		Offer vs. Serve (OVS)				
<ul style="list-style-type: none"> Minimum 3 items daily. Must prepare each of 3 required items in required amounts: Milk, Fruit/Juice/Vegetable, Grain 		<ul style="list-style-type: none"> Minimum 4 items daily. Must prepare each of 3 required items in required amounts: Milk, Fruit/Juice/Vegetable, Grain and 1 additional item (may be grain, fruit/juice/veg, or meat/meat alternate) Students must have at least 3 items on tray at POS, 1 item must be a ½ cup Fruit/Juice/Vegetable 				
REQUIRED		Grade K-5	Grade 6-8	Grade K-8	Grade 9-12	Grade K-12
1 item of Fluid milk Must offer two varieties in fat content and/or flavor: Fat-free or low-fat(1% milk fat or less) flavored or unflavored.		1 cup daily	1 cup daily	1 cup daily	1 cup daily	1 cup daily
1 item of Fruits/Juice/Vegetables Juice must be 100% full-strength. No more than half weekly offering may be juice. In order to count starchy vegetables, must serve 2 cups of vegetables from other, dark green, red/orange and/or bean/peas subgroups in same week		1 cup daily	1 cup daily	1 cup daily	1 cup daily	1 cup daily
1 item of Grain Daily and weekly minimums must be met. At least half of the grains offered weekly must be whole grain-rich.		1 oz/eq (daily) 7-10 oz/eq (weekly)	1 oz/eq (daily) 8-10 oz/eq (weekly)	1 oz/eq (daily) 8-10 oz/eq (weekly)	1 oz/eq (daily) 9-10 oz/eq (weekly)	1 oz/eq (daily) 9-10 oz/eq (weekly)
OPTIONAL						
1 item of Meat/Meat Alternate No daily or weekly requirement Item counts towards grain weekly requirement		0	0	0	0	0
Calories Weekly Average		350-500	400-550	400-500	450-600	450-500
Sodium (mg) Weekly Average		≤485	≤535	≤485	≤570	≤485
Saturated Fat (% of total calories) Weekly average		≤ 10				
Trans Fat Daily		0g/serving				

School Lunch Meal Pattern, SY 2019-20, 5-Day						
Serve Only: <ul style="list-style-type: none"> • Must PREPARE all 5 components in required amounts • AT POS: Must SERVE all 5 components in minimum required amount 			Offer Versus Serve (OVS): <ul style="list-style-type: none"> • Must PREPARE all 5 components in required amounts AT POS: Must TAKE at least 3 components in minimum required amount, one must be fruit or vegetable			
Component Specifications: Daily and Weekly Amount Based on the Average for a 5-Day week						
Grades		K-5	6-8	K-8	9-12	Additional Information
Fruit (cups)	Weekly (daily)	2½ (½)			5 (1)	Only 100% Fruit juice is allowed and no more than half the weekly offering for the fruit component may be 100% juice.
	Serve Only: minimum amount required at POS	½			1	
	OVS: minimum amount to count at POS	½			½	
Total Vegetable (cups)	Weekly (daily)	3¾ (¾)			5 (1)	Only 100% Vegetable juice is allowed and no more than half the weekly offering for the fruit component may be 100% juice.
	Serve Only: minimum amount required at POS	¾			1	
	OVS: minimum amount to count at POS	½			½	
Vegetable Subgroups (cups)		Minimum weekly amounts				
Dark green		½		½		No maximum for any subgroup. <i>*Must offer more than minimum weekly values in order to meet weekly total</i>
Red/Orange		¾		1 ¼		
Beans/Peas (legumes)		½		½		
Starchy		½		½		
Other		½		¾		Minimum creditable amount to count as a subgroup is 1/8 cup
To meet weekly requirement, vegetables from ANY subgroup		1		1		
Grains (oz/eq.)	Weekly (daily) amounts <i>*Not required to meet Weekly maximum</i>	8-9* (1)	8-10* (1)	8-9* (1)	10-12* (2)	At least half of the grains offered must be whole grain rich. Weekly, no more than 2 oz/eq. grain based dessert
	Serve Only and OVS: Minimum amount to count as a component at POS	1	1	1	2	
Meat/ Meat Alternate (oz/eq.)	Weekly (daily) amounts <i>*Not required to meet Weekly maximum</i>	8-10* (1)	9-10* (1)	9-10* (1)	10-12* (2)	
	Serve Only and OVS: Minimum amount to count as a component at POS	1	1	1	2	
Fluid milk (cups)	Weekly (daily)	5 (1)				Must offer two varieties daily. (Variety can be fat content or flavor)

Dietary Specifications: Weekly Average Requirement for a 5-Day week (Lunch)					
Grades	K-5	6-8	K-8	9-12	Additional information
Minimum - Maximum calories (kcal)	550-650	600-700	600-650	750-850	
Sodium (mg) 2015-16	≤ 935	≤ 1035	≤ 935	≤ 1080	This is Target 2 for sodium. Target 3 will be implemented in SY2022.
Saturated fat (% of calories)	≤ 10				
Dietary Specifications: Daily Requirement for a 5-Day week					
Grades	K-5	6-8	K-8	9-12	
Trans fat	Nutrition label or manufacturer spec must indicate zero grams of trans fat per serving				

EXHIBIT D: TEACH LAS VEGAS EVALUATION OF PROPOSALS

Proposals will be opened on or after the date and time specified in the Schedule of Events. During the evaluation process, the SFA may ask Respondents to clarify information in the proposals, but Respondents may not change their proposals.

An error in the proposal may cause the SFA to reject that proposal; however, the SFA may, at its sole discretion, retain the proposal and make certain corrections. When determining if a correction will be made, the SFA will consider the conformance of the proposal to the format and content required by the RFP and that the Respondent's intent is clearly established based on review of the whole proposal. Based on that established intent, the SFA may choose to correct errors such as obvious grammatical or punctuation errors and arithmetic errors. The Master Copy of the proposal shall have priority over additional proposal copies.

The SFA will open proposals to determine if they contain all the required information in accordance with this RFP. The SFA will evaluate qualifying proposals using the following criteria:

CRITERIA	MAXIMUM POINTS
Cost	30
Administrative Requirements: did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements? In addition,	10
Experience with School Breakfast & National School Lunch Programs and CACFP & Summer Feeding Program	20
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the SFA's food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA's satisfaction	10
The financial stability of the Respondent.	20
Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.	10
Tasting (Round 2 Candidates Only)	20
TOTAL POINTS	100 / 120 (Round 2)

The SFA will score and rank selected proposals by assigning a score between zero and the maximum score to each proposal criterion. The SFA will recommend awarding the contract to the most responsive and responsible Respondent with the highest total proposal score.

Coversheet

Updated Fiscal Policy

Section: III. ITEMS SCHEDULED FOR INFORMATION & POTENTIAL ACTION
Item: E. Updated Fiscal Policy
Purpose: Vote
Submitted by:
Related Material: TEACH LV Fiscal Policies and Procedures (1).pdf

TEACH Las Vegas

Fiscal Policies and Procedures

TEACH Las Vegas Fiscal Policies and Procedures

OVERVIEW AND GENERAL BUSINESS POLICIES

The Board of TEACH Las Vegas (or "School") has reviewed and adopted the following policies and procedures to ensure the most effective use of the funds of the School to support the mission and to ensure that the funds are budgeted, accounted for, expended, and maintained appropriately.

1. The Board approves financial policies and procedures, delegate's administration of the policies and procedures to the Executive Director or Chief Operating Officer/Chief Financial Officer (CMO) and reviews operations and activities on a regular basis.
2. The Executive Director has responsibility for all operations and activities related to financial management. However, the Board and Executive Director can appoint or delegate someone else to perform the responsibilities.
3. Financial duties and responsibilities must be separated so that no one employee has sole control authorizing transactions, recording financial transactions and custody of assets.
4. The School will maintain in effect the following principles in its ongoing fiscal management practices to ensure that:
 - a. expenditures are authorized by and in accord with amounts specified in the board-adopted budget,
 - b. the school's funds are managed and held in a manner that provides a high degree of protection of the school's assets, and
 - c. all transactions are recorded and documented in an appropriate manner.

Budget Development, Oversight Calendar and Responsibilities

The School will develop and monitor its budget in accord with the annual budget development and monitoring calendar as specified below.

January - April

Charter Impact works with Executive Director and Chief Operating Officer/Chief Financial Officer to review proposed state budget for the upcoming fiscal year, and identify the likely range of revenues for the school's upcoming fiscal year (July 1 - June 30) based on projected enrollment. Once the revenue estimates are complete, Charter Impact and the Executive Director or Chief Operating Officer/Chief Financial Officer develop the remainder of the budget including staffing levels, review of fixed costs and discretionary spending. Then a five-year budget projection is developed in accordance with the schools' established strategic and growth plans.

TEACH Las Vegas Fiscal Policies and Procedures

Budget Development, Oversight Calendar and Responsibilities (continued)

May – June

Charter Impact and the Executive Director and Chief Operating Officer/Chief Financial Officer reviews revenue projections subsequent to the Governor's annual budget figures, fine-tunes the upcoming fiscal year budget to accommodate any changes. This budget will include monthly cash flow projections. The Board reviews and formally adopts a budget for upcoming fiscal year before June 20. A copy of the final budget is provided to the charter-granting agency.

July – August

Books for prior fiscal year are closed by Charter Impact, all transactions are posted, and records assembled for audit.

The budget is reviewed and necessary adjustments are made. A copy of the revised final budget is provided to the charter-granting agency, if applicable.

September – December

The independent auditor performs audit of the closed fiscal year and prepares audit report for submission to the Audit Committee.

At the end of the first full week of school, the Executive Director or Chief Operating Officer/Chief Financial Officer reviews the Charter School's actual attendance figures and notifies the Board if actual attendance is below budget projections. If needed, the school's budget is revised to match likely revenues.

The Audit Committee of the Board reviews a copy of the audit. The Executive Director address any audit exceptions or adverse findings. Once the Board approves the audit report, it is submitted to charter-granting agency.

On a monthly basis, the Executive Director and Chief Operating Officer/Chief Financial Officer and Board reviews current year actual versus budgeted revenues and expenditures and other financial reports as presented by Charter Impact. The Board approves any needed changes to the annual budget.

Budget Transfers

The Executive Director or Chief Operating Officer/Chief Financial Officer may transfer up to \$10,000 from one unrestricted budget item to another without board approval, but shall notify the Board of the transfer at the next regularly scheduled meeting.

TEACH Las Vegas Fiscal Policies and Procedures

Banking Arrangements

The School will maintain its accounts either in the County Treasury or at a federally insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally-backed instruments or in the County's Pooled Money Investment Fund. If funds are held in accounts outside of the County Treasury, the Board must appoint and approve all individuals authorized to sign checks or warrants in accord with these policies and all checks over \$50,000 must be signed by two authorized signatories. Charter Impact will reconcile the school's ledger(s) with its bank accounts or accounts in the county treasury on a monthly basis.

Record Keeping

Transaction ledgers, duplicate unsigned checks, attendance and entitlement records, payroll records, and any other necessary fiscal documents will be maintained by school staff in a secure location for at least three years, or as long as required by applicable law, whichever is longer.

Appropriate back-up copies of electronic and paper documentation, including financial and attendance accounting data, will be regularly prepared and stored in a secure off-site location, separate from the school.

Charter Impact will retain electronic records at their site for a minimum of two (2) years; after which, the remaining five years will be the responsibility of the School.

Property Inventory

The Executive Director or Chief Operating Officer/Chief Financial Officer shall establish and maintain an inventory of all non-consumable goods and equipment worth over \$1,000. This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the school's assets. This property will be inventoried on an annual basis and lists of any missing property shall be presented to the Board.

All non-consumable school property lent to students shall be returned to the school no later than 5 working days after end of the school year. Any excess or surplus property owned by the school may be sold or auctioned by the Executive Director or Chief Operating Officer/Chief Financial Officer provided the Executive Director or Chief Operating Officer/Chief Financial Officer engages in due diligence to maximize the value of the sale or auction to the school. The sale or auction of property owned by the school with a fair market value in excess of \$1,000 shall be approved in advance by the Board.

TEACH Las Vegas Fiscal Policies and Procedures

The Executive Director or Chief Operating Officer/Chief Financial Officer will immediately notify Charter Impact of all cases of theft, loss, damage or destruction of assets.

Attendance Accounting

The Executive Director or Chief Operating Officer/Chief Financial Officer will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance at the School and engaged in the activities required of them by the School. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with Nevada Law.

1. ADA will be computed by dividing the actual number of days of student attendance by the number of calendar days of Instruction by the School.
2. The School's Instructional calendar will include at least 175 days of Instruction. The calendar must also document that the school offers an amount of annual minutes of Instruction as required pursuant to applicable law.
3. Independent study must be pre-arranged by the student's adult guardian and the School and that the adult guardian will be required to complete and submit documentation of engagement in Instructional activity to the school on forms prepared by the school. As applicable, such study shall be in full compliance with law governing independent study.

Annual Financial Audit

The Board will annually appoint an audit committee by January 1 to oversee the independent auditors for that fiscal year. Any persons with expenditure authorization or recording responsibilities within the school may not serve on the committee. The committee shall annually contract for the services of an independent certified public accountant to perform an annual fiscal audit. The audit shall include, but not be limited to (1) an audit of the accuracy of school's financial statements, (2) an audit of the school's attendance accounting and revenue claims practices, and in conjunction with (1) and (2) above, review the school's internal controls over financial reporting. The audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars if the School spends in excess of the amount which requires an audit. The Audit shall be completed, reviewed by the Board, and submitted to the charter-granting agency by December 15 of each year.

Required Budget and Other Fiscal Reports

TEACH Las Vegas Fiscal Policies and Procedures

The Executive Director or Chief Operating Officer/Chief Financial Officer, working in conjunction with Charter Impact, will produce and submit to the charter granting agency any and all required fiscal reports as may be required by state or federal law, or mandated by the terms of the school's charter.

Property and Liability Insurance

The Executive Director or Chief Operating Officer/Chief Financial Officer shall ensure that the school retains appropriate property and liability insurance coverage. Property insurance shall be obtained and address business interruption and casualty needs, including flood, fire, earthquake, and other hazards with replacement cost coverage for all assets listed in the school's Property Inventory and consumables. Premises and Board errors and omissions liability insurance shall also be obtained and kept in force at all times on a "claims made" form with a self-insured retention of no more than \$50,000 per occurrence and limit of no less than \$5 million per occurrence. The school's Executive Director or Chief Operating Officer/Chief Financial Officer and other staff who manage funds shall be placed under a fidelity bond.

Board Compensation

Board members may not receive compensation for their services as directors or officers. They may receive reimbursement of expenses by resolution to be just and reasonable as to the time the resolution is adopted.

Fundraising, Grant Solicitation, and Donation Recognition

All fundraising or grant solicitation activities on behalf of the school must be approved in advance by the Board. The Board shall be informed of any conditions, restrictions, or compliance requirements associated with the receipt of such funds, including grants or categorical programs sponsored by the state or federal government. The Board shall be notified no later than the next regular board meeting of the award or receipt of any funds and shall approve the receipt of any grants, donations, or receipts of fundraising proceeds prior to their deposit in the school's accounts.

Contracts

Consideration will be made of in-house capabilities to accomplish services before contracting for them. Except as otherwise provided in these policies, the Executive Director or Chief Operating Officer/Chief Financial Officer may enter into contracts and agreements not to exceed \$50,000 without Board approval, provided funds sufficient for the contract or agreement are authorized and available within the school's board-adopted budget. Contracts and agreements in excess of \$50,000 must be submitted for board approval and may be executed by the Executive Director or Chief Operating Officer/Chief Financial Officer or other person specifically designated by the Board after the Board has duly approved the contract or

TEACH Las Vegas Fiscal Policies and Procedures

agreement. Board approval is only required if a contract is entered into that exceeds \$50,000 in value or an individual transaction exceeds the \$50,000 threshold. The \$50,000 board approval threshold does not apply to cumulative expenditures that may exceed \$50,000 in a fiscal year if no contract exists.

Office staff will keep and maintain a contract file evidencing the competitive bids obtained (if any) and the justification of need for any contracts over \$25,000. Competitive bids will be obtained where required by law or otherwise deemed appropriate and in the best interests of the school.

Written contracts clearly defining work to be performed will be maintained for all contract service providers (i.e. consultants, independent contractors, subcontractors). Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and worker's compensation insurance currently in effect. The Executive Director or Chief Operating Officer/Chief Financial Officer may also require that contract service providers list the school as an additional insured.

If the contract service provider is a sole proprietor or a partnership (including LP, and LLP), the Office Manager will obtain a W-9 from the contract service provider prior to submitting any requests for payments to Charter Impact.

The Executive Director or Chief Operating Officer/Chief Financial Officer will approve proposed contracts and modifications in writing. Contract service providers will be paid in accordance with approved contracts as work is performed. The Executive Director or Chief Operating Officer/Chief Financial Officer will be responsible for ensuring the terms of the contracts are fulfilled. Potential conflicts of interest will be disclosed upfront, and the Executive Director or Chief Operating Officer/Chief Financial Officer and/or Member(s) of the Governing Board with the conflict will excuse themselves from discussions and from voting on the contract.

PURCHASING AND VENDOR PAYMENT

Segregation of Duties

The School will develop and maintain purchase order forms to document the authorization of non-payroll expenditures. All proposed expenditures must be approved by the Executive Director or Chief Operating Officer/Chief Financial Officer, who will review the proposed expenditure to determine whether it is consistent with the Board-adopted budget. In the absence of a vendor invoice, the School will develop and maintain a check request form to document the approval of payment for specific items.

All transactions will be posted in an electronic general ledger maintained by Charter Impact. To ensure segregation of recording and authorization, the bookkeeper may not co-sign check requests for purchase orders.

TEACH Las Vegas Fiscal Policies and Procedures

General Purchasing Procedures

Purchases of individual items and services over \$50,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. The Executive Director or Chief Operating Officer/Chief Financial Officer shall not approve purchase orders or check requests lacking such documentation. Documentation shall be attached to all check and purchase order requests showing that at least two vendors were contacted and such documentation shall be maintained for three years. Purchases in excess of \$50,000 must be bid by a board-approved process, except in the case of emergencies that necessitate the purchase of emergency response supplies, equipment, or services. While the lowest possible cost will always be reasonably secured, bidding and documentation of a good faith effort is not needed for cumulative expenditures that may exceed \$50,000 in a fiscal year if no contract exists or if no individual good or service exceeds \$50,000 in cost.

The Executive Director or Chief Operating Officer/Chief Financial Officer may authorize expenditures and may sign related contracts within the approved budget. The Governing Board must review all expenditures. This will be done via approval of a check register which lists all checks written during a set period of time and includes check #, payee, date, and amount. The Governing Board must also approve contracts and non-budgeted expenses over \$50,000.

When approving purchases, the Executive Director or Chief Operating Officer/Chief Financial Officer must:

- a. Determine if the expenditure is budgeted
- b. Determine if funds are currently available for expenditures (i.e. cash flow)
- c. Determine if the expenditure is allowable under the appropriate revenue source d. Determine if the expenditure is appropriate and consistent with the vision, approved charter, school policies and procedures, and any related laws or applicable regulations
- e. Determine if the price is competitive and prudent.

Any individual making an authorized purchase on behalf of the school must provide Charter Impact with appropriate documentation of the purchase. Individuals other than those specified above are not authorized to make purchases without pre-approval.

Individuals who use personal funds to make unauthorized purchases will not be reimbursed. Authorized purchases will be promptly reimbursed by a bank check upon receipt of appropriate documentation of the purchase.

The Executive Director or Chief Operating Officer/Chief Financial Officer may authorize an individual to use a school debit card to make an authorized purchase on behalf of the school, consistent with guidelines provided by the Executive Director or Chief Operating Officer/Chief

TEACH Las Vegas Fiscal Policies and Procedures

Financial Officer and/or Governing Board. The following provisions apply to debit card purchases:

1. The school card will be kept under locked supervision in the Executive Director or Chief Operating Officer/Chief Financial Officer's office, and authorized individuals must sign the debit card out and must return the debit card and related documentation of all purchases within 24 hours of the purchases, unless otherwise authorized by the Executive Director or Chief Operating Officer/Chief Financial Officer.
2. If receipts are not available or are "missing", the individual making the charge will be held responsible for payment.
3. Debit cards will bear the names of both the Schools and the Executive Director or Chief Operating Officer/Chief Financial Officer .

Petty Cash

The Office Manager will manage the petty cash fund, which will be capped at \$200. All petty cash will be kept in a locked petty cash box in a locked drawer or file cabinet. Only the Office Manager, Executive Director or Chief Operating Officer/Chief Financial Officer will have keys to the petty cash box and drawer or file cabinet. All disbursements will require documentation of purchase. A register receipt for all purchases must be provided. The following are general petty cash operating procedures:

1. At all times the petty cash box will contain receipts and cash totaling \$200. A register receipt must support the petty cash slip. The individual using the petty cash to make a purchase is responsible for submitting the receipt for the petty cash slip to the Office Manager within 24 hours of withdrawing the petty cash.
2. When expenditures total \$200 (when cash balance is reduced to \$0), the Office Manager will total the disbursements, complete a Petty Cash Reimbursement Form, and obtain the approval of the Executive Director or Chief Operating Officer/Chief Financial Officer. This should be done on at least a quarterly basis. The supporting receipts will be attached to the reimbursement request form and forwarded to Charter Impact.
3. Petty cash fund reimbursement checks will be made payable to the Executive Director or Chief Operating Officer/Chief Financial Officer.
4. Any irregularities in the petty cash fund will be immediately reported in writing to the Executive Director and Chief Operating Officer/Chief Financial Officer.
5. Charter Impact will conduct surprise counts of the petty cash fund.

Purchase Orders

Non-recurring purchases should be accompanied by a purchase order, which must be approved by the Executive Director or Chief Operating Officer/Chief Financial Officer.

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1. The Office Manager and Office Technician will have the ability to generate a PO request in Office Books.
2. The PO is then automatically sent in Office Books to the Executive Director and/or Chief Operating Officer/Chief Financial Officer for approval.
3. Once approved, the PO is then emailed to the vendor or copied and mailed for confirmation.

Payment Authorization

All original invoices will be forwarded to the Executive Director or Chief Operating Officer/Chief Financial Officer for approval.

1. The Executive Director or Chief Operating Officer/Chief Financial Officer will carefully review each invoice, attach all supporting documentation (including a PO), and verify that the specified services and/or goods were received. When receiving tangible goods from a vendor, the person designated to receive deliveries should trace the merchandise to the packing list and note any items that were not in the shipment. The packing list should be submitted to Charter Impact with the invoice.
2. Once approved by the Executive Director or Chief Operating Officer/Chief Financial Officer, he/she will stamp a check authorization on the invoice and complete the required information, including noting the specific budget line item that is to be charged for the specified expenditures. The invoice and supporting documentation will be sent to Charter Impact on at least a weekly basis (Executive Director or Chief Operating Officer/Chief Financial Officer should be aware of invoice due dates to avoid late payments). Charter Impact will then process the invoices with sufficient supporting documentation.
3. The Executive Director or Chief Operating Officer/Chief Financial Officer may authorize Charter Impact to pay recurring expenses (e.g. utilities, leases, etc.) without the Executive Director or Chief Operating Officer/Chief Financial Officer's formal approval (signature) on the invoice when dollar amounts fall within a predetermined range. A list of the vendors and the dollar range for each vendor must be provided to Charter Impact in writing and updated on an annual basis.

Accounts Payable Checks

The Governing Board will approve, in advance, the list of authorized signers on the school account. The Executive Director or Chief Operating Officer/Chief Financial Officer and any other employee authorized by the Governing Board may sign bank checks within established limitations.

1. Charter Impact does not use pre-printed check stock to avoid the risk of theft.

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2. When there is a need to generate a check, the Office Manager will send appropriate approved documentation to Charter Impact. This is usually an approved invoice or Check Request Form.
3. Once approved by the Executive Director or Chief Operating Officer/Chief Financial Officer, Charter Impact prepares the check based on the check authorization prior to obtaining the appropriate signature(s).
4. The Executive Director or Chief Operating Officer/Chief Financial Officer and/or Board Treasurer/Chief Financial Officer will co-sign checks in excess of \$50,000 for all non-recurring items. All checks less than \$50,000 require only the signature of the Executive Director or Chief Operating Officer/Chief Financial Officer.
5. Checks may not be written to cash, bearer, or petty cash. Under no circumstance will any individual sign a blank check.
6. Charter Impact will record the check transaction(s) into the appropriate checkbook and in the general ledger.
7. A copy of any impress check will be sent to Charter Impact with directions to transfer funds from the schools operating account to refresh the impress account balance to \$10,000 within 5 business days.
8. Charter Impact will distribute the checks and vouchers as follows:
 - a. Original – mailed or delivered to payee
 - b. Duplicate or voucher – attached to the invoice and filed by vendor name by a Charter Impact accountant.
 - c. Cancelled Checks – maintained with the banking institution.
 - d. Voided checks will have the signature line cut out and will have VOID written in ink. The original check will be attached to the duplicate and forwarded to Charter Impact who will attach any other related documentation as appropriate.

Bank Reconciliations

Bank statements will be received directly, unopened, by a district office staff member that does not have access to cash or the authority to approve payments or electronically. This staff member then scans and emails the statement to Charter Impact (or Charter Impact may be granted view-only online access). Once the statement is received:

1. Charter Impact will examine all paid checks for date, name, cancellation, and endorsement. Checks will be valid for 6th months, however any discrepancies regarding the paid checks or any checks over 90 days will be researched and if applicable deleted from the accounting system.
2. Charter Impact will prepare the bank reconciliation, verifying the bank statements and facilitating any necessary reconciliation.

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3. Charter Impact will compare the reconciled bank balance to the cash in the bank account and to the general ledger, immediately reporting any discrepancies to the Executive Director or Chief Operating Officer/Chief Financial Officer.

CASH RECEIPT MANAGEMENT

General Procedures for Non-Governmental Cash Receipts

For all fundraising activities approved by the board, the School will establish internal controls to ensure the safeguarding of assets. The following are general procedures for recurring activities:

1. All fundraising activities must receive written preapproval from the Executive Director , or Chief Operating Officer/Chief Financial Officer.
 - a. All funds must be collected by the Office Manager and deposited into the lock box in a sealed envelope, along with any notes, forms, or other descriptions of how the funds are to be used.
 - b. The Office Manager and one other staff member will jointly open the lock box to verify the cash/check amounts, and sign off on the amounts received.
 - c. The lock box will be emptied at least two times per week, corresponding to days when deposits are made.
2. All checks will be immediately endorsed with the school deposit stamp, containing the following information: "For Deposit Only"
3. A deposit slip will be completed by the Office Manager and initialed by the Executive Director or Chief Operating Officer/Chief Financial Officer for approval to deposit. The deposit slip will be duplicated and documentation for all receipts (copy of check, letter, etc.) will be attached to the duplicate deposit slip.
4. Deposits totaling greater than \$2,000 will be deposited within 24 hours by the designated school employee. Deposits totaling less than \$2,000 will be made weekly by the designated school employee. All cash will be immediately put into a lock box.
5. The duplicate deposit slip and deposit receipt will be attached to the deposit documentation and forwarded to Charter Impact to be filed and recorded weekly.

Volunteer Expenses

All volunteers will submit a purchase requisition form to the Executive Director or Chief Operating Officer/Chief Financial Officer for all potential expenses. Only items with prior written authorization from the Executive Director or Chief Operating Officer/Chief Financial Officer will be paid/reimbursed.

Returned Check Policy

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A returned-check processing fee will be charged for checks returned as non-sufficient funds (NSF). Unless otherwise pre-approved by Charter Impact or the Executive Director or Chief Operating Officer/Chief Financial Officer, payment of the NSF check and processing fee must be made by money order or certified check.

In the event that a second NSF check is received for any individual, in addition to the processing fee, the individual will lose check-writing privileges. Payment of the NSF check, the processing fee and any subsequent payment(s) by that individual must be made by money order or certified check.

In the case of NSF checks written by parents of students, failure to pay may result in the withholding of report cards/transcripts at the end of the semester and/or school year until payment is received, unless other mutually agreeable arrangements are approved by the Executive Director or Chief Operating Officer/Chief Financial Officer and/or Governing Board. If unsuccessful in collecting funds owed, the school may initiate appropriate collection and/or legal action at the discretion of the Executive Director or Chief Operating Officer/Chief Financial Officer and/or Governing Board.

HUMAN RESOURCES AND PAYROLL

Payroll Services and Setup

Charter Impact prepares payroll checks, tax and retirement withholdings, tax statements, and to perform other payroll support functions. The Executive Director, Chief Operating Officer/Chief Financial Officer or Office Manager will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Executive Director or Chief Operating Officer/Chief Financial Officer will review payroll statements each pay period to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks.

Upon hiring of staff, the Office Manager will be responsible for the creation of a personnel file with all appropriate payroll-related documentation and completing or providing all of the items on the Employee Payroll Set-up/Change Form. Items include a federal I-9 form, tax withholding forms, retirement date, and an accounting of the use of sick leave.

Timesheets

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All hourly employees will be responsible for completing a timesheet including vacation, sick, and holiday time (if applicable). The employee and the appropriate supervisor will sign the completed timesheet. Incomplete timesheets will be returned to the signatory supervisor and late timesheets will be held until the next pay period. No employee will be paid until a correctly completed timesheet is submitted. If an employee is unexpectedly absent and therefore prevented from working the last day of the pay period or turning in the timesheet (such as an employee calling in sick), the employee is responsible for notifying the signatory supervisor or for making other arrangements for the timesheet to be submitted. However, the employee must still complete and submit the timesheet upon return.

Overtime

Advanced approval in writing by the authorized supervisor is required for compensatory time and overtime. Overtime only applies to classified employees and is defined as hours worked in excess of eight (8) hours within a day or forty (40) hours within a week. Any hours worked in excess of an employee's regular work schedule must be pre-approved by the supervisor, unless it is prompted by an emergency. Overtime will not be granted on a routine basis and is only reserved for extraordinary or unforeseen circumstances. If a supervisor identifies a recurring need for overtime in any given position, the supervisor should immediately consult with the Executive Director or Chief Operating Officer/Chief Financial Officer for further guidance.

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Payroll Processing

For hourly employees, employees must sign timesheets to verify appropriate hours worked, resolve absences and compensations, and monitor number of hours worked versus budgeted. The Office Manager will approve these timesheets. No overtime hours should be listed on timesheets without the supervisor's initials next to the day on which overtime was worked. For school site salaried employees, employees must sign into a log book to verify working days for accuracy. The Office Manager will provide the designated school employee with any payroll-related information such as sick leave, vacation pay, and/or any other unpaid time.

For substitute teachers, the Office Manager will maintain a log of teacher absences and the respective substitutes that work for them. The Office Manager will verify that the substitutes initial the log next to their names before they leave for the day and that teachers, upon returning back to work, initial next to their names. The Executive Director or Chief Operating Officer/Chief Financial Officer will notify Charter Impact of all authorizations for approved stipends.

Payroll is processed within 10 days after the period in which it is earned for hourly employees.

1. The signatory supervisor will submit a Payroll Summary Report of timesheets to Charter Impact for processing.
2. Charter Impact will prepare the payroll worksheet based on the summary report.
3. The payroll checks (if applicable) will be delivered to the district office. The Executive Director, COO/CFO or Office Manager will document receipt of the paychecks and review the payroll checks prior to distribution.

Payroll Taxes and Record Keeping

Paychex will prepare payroll check summaries, tax and withholding summaries, and other payroll tracking summaries based on the reporting submitted.

Paychex will also prepare the state and federal quarterly and annual payroll tax forms for income tax withholdings, Social Security and Medicare and submit the forms to the respective agencies on behalf of the school. Charter Impact will prepare the quarterly state returns for unemployment and disability, review the forms with the Executive Director or Chief Operating Officer/Chief Financial Officer, and submit the forms to the state on behalf of the school.

The designated school employee will maintain written records of all full time employees' use of sick leave, vacation pay, and any other unpaid time.

1. The designated school employee will immediately notify the Office Manager or COO/CFO if an employee exceeds the accrued sick leave or vacation pay, or has any other unpaid absences.
2. Records will be reconciled when requested by the employee. Each employee must maintain personal contemporaneous records.

Expense Reports

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Employees will be reimbursed for expenditures within thirty (30) business days of presentation of appropriate documentation. Receipts or other appropriate documentation will be required for all expenses over five dollars and all reports must be approved by the Executive Director or Chief Operating Officer/Chief Financial Officer. Expenses greater than two months old will not be reimbursed.

Executive Director or Chief Operating Officer/Chief Financial Officer expense reports must be approved by a another staff member (one of the other three not receiving the reimbursement) and always be submitted to Charter Impact for processing and payment, petty cash may not be used.

Travel

Employees will be reimbursed for mileage when the activity is pre-approved by the Executive Director or Chief Operating Officer/Chief Financial Officer. Mileage will be reimbursed at the government-mandated rate for the distance traveled, less the distance from the employee's residence to the school site for each direction traveled. For incidental travel, mileage will only be reimbursed if the one-way mileage exceeds 10 miles.

The Executive Director or Chief Operating Officer/Chief Financial Officer must pre-approve all out of town travel. Employees will be reimbursed for overnight stays at hotels/motels when pre-approved by an administrator and the event is more than 50 miles from either the employee's residence or the school site. Hotel rates should be negotiated at the lowest level possible, including the corporate, nonprofit or government rate if offered, and the lowest rate available. Employees will be reimbursed at the established per diem rate for any breakfast, lunch, or dinner that is not included as part of the related event.

Travel advances require written approval from the Executive Director or Chief Operating Officer/Chief Financial Officer and receipts for all advanced funds not returned. After the trip, the employee must enter all of the appropriate information on a Travel Expense Report and submit it to the Executive Director or Chief Operating Officer/Chief Financial Officer for approval and then on to Charter Impact for processing. If the advance exceeds the amount of the receipts, the employee will pay the difference immediately in the form of a check. If the advance is less than the amount of the receipts, the difference will be reimbursed to the employee in accordance with the expense report.

Telephone Usage

Employees will not make personal long distance calls on the telephones without prior approval from a supervisor. Employees will reimburse the school for all personal telephone calls.

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FINANCE AND FINANCIAL REPORTING

Monthly Reporting

Charter Impact will submit a monthly financial report including:

a. Statement of Financial Position b.

Budget vs. Actual Report

c. Monthly Forecast

d. Accounts Payable Aging e.

Monthly Check Register

The report will be reviewed at the scheduled board meeting and action will be taken, if appropriate.

Third Party Loans

The Executive Director or Chief Operating Officer/Chief Financial Officer and the Board will approve all loans from third parties. In the case of a long-term loan, approval may also be required from the charter-granting agency in accordance with the terms of the charter petition and/or other lenders in accordance with the loan documents.

Once approved, a promissory note will be prepared and signed by the Executive Director or Chief Operating Officer/Chief Financial Officer before funds are borrowed.

Fund Balance Reserve

A cash reserve of at least 1% of the annual expenses will be maintained. Charter Impact will provide the Executive Director or Chief Operating Officer/Chief Financial Officer with a Statement of Financial Position on a monthly basis. It is the responsibility of the Executive Director or Chief Operating Officer/Chief Financial Officer and the Governing Board to understand the school's cash situation. It is the responsibility of the Executive Director or Chief Operating Officer/Chief Financial Officer to prioritize payments as needed. The Executive Director or Chief Operating Officer/Chief Financial Officer has responsibility for all operations and activities related to financial management.