PUBLIC NOTICE

Shorewood School District

SCHOOL BOARD TOWN HALL MEETING

May 9, 2023 at 5:00 PM

Shorewood High School

I. **5:00 pm CALL TO ORDER**
Adjourn to Closed Session under Wis. Stat. 19.85(1)(g) to confer with legal counsel for the governing body who is rendering oral or written advice concerning strategy to be adopted with respect to litigation in which it is involved regarding Chavannes v. Shorewood School District, et al. Motion and roll call vote to return to Open Session to announce or take action, if any and if appropriate, arising out of Closed Session regarding Chavannes v. Shorewood School District, et al.
The School Board will recess until 5:45 pm.

II. **5:45 pm CALL TO ORDER**
Adjourn to Closed Session to conduct a non-renewal hearing, pursuant to Sections 118.22 and 19.85(1)(b), Wis. Stats. Motion and roll call vote to return to Open Session to announce or take action, in any and if appropriate, arising out of the Closed Session non-renewal hearing.
The School Board will recess until 7 pm.

III. **7 pm CALL TO ORDER**
III.A. Adopt the Agenda (GC2)
III.B. Overarching Result for Shorewood School District (R1)
Our students are leaders who challenge themselves to grow and achieve academically, pursue their passions, navigate change, learn continuously and contribute to the common good.
III.C. Awards and Recognitions

IV. **7:05 pm STUDENT ACHIEVEMENT AND RESULTS (R1)**
Student Achievement Presentation: Shorewood Intermediate School
Student Results Presentation: Phonics Pilot Update

V. **7:20 pm PUBLIC COMMENTS #1 (GC3)**
Initiate and maintain effective communication with the citizens and other important stakeholder groups as a means to engage them in the work of the Board and the District.

VI. **7:35 pm BOARD BUSINESS AND POSSIBLE BOARD ACTION**
VI.A. Resolution Authorizing the Issuance and Sale of Approximately $22,605,000 General Obligation Refunding Bonds, Series 2023
VI.B. District Landscaping Plan Update
VI.C. Approval of Capital Referendum Owner's Contingency Allocations
VI.D. Discussion of District Operations Priorities: Capital Maintenance Plan
VI.E. **PUBLIC COMMENT #2 (CG3)**
Initiate and maintain effective communication with the citizens and other important stakeholder groups as a means to engage them in the work of the District.
VI.F. Review and Adoption of Revisions to R4 (Student Wellness) Board Indicators and Report
VI.G. Approval of Final Notices of Non-Renewal
1. Two One-Year Contract Non-Renewals
2. Two Part-Time FTE Reductions
3. Up To Three 1.0 FTE Reductions

VI.H. Board Governance
VI.H.1. Board Liaison Assignments
VI.H.2. Student Representative Election Results
VI.H.3. Board Member Orientation
VI.I. Approval of Food Service Management Company Contract

VII. **9:00 pm BOARD CONSENT AGENDA (GC2)**
VII.A. Approval of Board Meeting Minutes
April 25, 2023 Closed Session
April 25, 2023 Regular Board Meeting

VIII. **9:05 pm BOARD MEMBER REPORTS**

IX. **9:15 pm SUPERINTENDENT'S REPORT**

X. **9:25 pm SUPERINTENDENT'S CONSENT AGENDA**
X.A. Approval of Staffing Changes: Appointments, Resignations, Retirements and Leave of Absence Requests

XI. **9:30 pm PUBLIC COMMENT #3 (GC3)**
Initiate and maintain effective communication with the citizens and other important stakeholder groups as a means to engage them in the work of the Board and the District.

XII. **9:45 pm REVIEW OF 'TO DO' ITEMS**

XIII. **9:50 pm FUTURE AGENDA ITEMS**

XIV. **10:00 pm RECESS AND DEBRIEF**

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
$22,110,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2023

WHEREAS, the School Board of the School District of Shorewood, Milwaukee County, Wisconsin (the "District") has authorized and issued its Bond Anticipation Notes, Series 2021, dated July 6, 2021 (the "BANs") to provide interim financing to pay the remaining portion of the cost of a District-wide facility improvement program consisting of: infrastructure and building systems projects at all four schools, including improved safety and security, and ADA accessibility upgrades; renovations, expansion and updates of instructional areas at the High School Main Academic Building; targeted renovations at Lake Bluff and Atwater Elementary Schools; and the acquisition of related equipment (the "Project");

WHEREAS, the School Board deems it to be necessary, desirable and in the best interest of the District to refund the BANs (which are also referred to herein as the "Refunded Obligations") (the refinancing of the Refunded Obligations shall be referred to herein as the "Refunding") for the purpose of providing permanent financing for the portion of the Project financed by the BANs;

WHEREAS, school districts are authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance their outstanding obligations;

WHEREAS, the District has directed PMA Securities, LLC ("PMA") to take the steps necessary to sell the general obligation refunding bonds to be designated as "General Obligation Refunding Bonds, Series 2023" (the "Bonds") to pay the cost of the Refunding;

WHEREAS, PMA, in consultation with the officials of the District, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on May 9, 2023;

WHEREAS, the District Clerk (in consultation with PMA) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on May 9, 2023;

WHEREAS, the District has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the District. PMA has recommended that the District accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the School Board of the District that:

Section 1A. Ratification of the Official Notice of Sale and Offering Materials. The School Board hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by PMA are hereby ratified and approved in all respects. All actions taken by officers of the District and PMA in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Authorization and Award of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of TWENTY-TWO MILLION ONE HUNDRED TEN THOUSAND DOLLARS ($22,110,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal (as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein), plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The District President and District Clerk or other appropriate officers of the District are authorized and directed to execute an acceptance of the Proposal on behalf of the District. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds, Series 2023"; shall be issued in the aggregate principal amount of $22,110,000; shall be dated May 30, 2023; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2023. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on April 1, 2032 and thereafter are subject to redemption prior to maturity, at the option of the District, on April 1, 2031 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the District, and within each maturity, by lot (as selected by DTC (defined herein)), in integral multiples of $5,000, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the District are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the District a direct annual irrepealable tax in the years 2023 through 2042 for the payments due in the years 2023 through 2043 in the amounts set forth on the Schedule. The amount of tax levied in the year 2023 shall be the total amount of debt service due on the Bonds in the years 2023 and 2024; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of interest on the Bonds in the year 2023.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the District shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the District and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the District for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the District then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The District hereby appropriates from funds of the District on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay debt service on the Bonds coming due in 2023 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the District, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the District may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Refunding Bonds, Series 2023" (the "Debt Service Fund Account") and such account shall be maintained until the

indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the District at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the District above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the District, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the District, unless the School Board directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the District and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the District, charged with the responsibility for issuing the Bonds,

shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The District represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The District further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The District further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The District Clerk or other officer of the District charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the District certifying that the District can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The District also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the District will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the District by the manual or facsimile signatures of the District President and District Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the District of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the District has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The District hereby authorizes the officers and agents of the District to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the District Clerk or the District Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Bonds. The District shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the District President and District Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The District shall cooperate in any such transfer, and the District President and District Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the District at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the District agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the District Clerk or other authorized representative of the District is authorized and directed to execute and deliver to DTC on behalf of the District to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the District Clerk's office.

Section 15. Official Statement. The School Board hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the District in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate District official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The District Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The District hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the District to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the District President and District Clerk, or other officer of the District charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the District's Undertaking.

Section 17. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on June 12, 2023 at a price of par plus accrued interest to the date of redemption.

The District hereby directs the District Clerk to work with PMA to cause timely notice of redemption, in substantially the form attached hereto as Exhibit F and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth in the Notice. Any and all actions heretofore taken by the officers and agents of the District to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 18. Record Book. The District Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the District are authorized to take all actions necessary to obtain such municipal bond insurance. The District President and District Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the District President and District Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the School Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded May 9, 2023.

_____
Emily Berry
District President

ATTEST:

_____
Abby Fowler
District Clerk

(SEAL)

EXHIBIT A

Official Notice of Sale

To be provided by PMA Securities, LLC and incorporated into the Resolution.

(See Attached)

OFFICIAL NOTICE OF SALE

SCHOOL DISTRICT OF SHOREWOOD
MILWAUKEE COUNTY, WISCONSIN
$22,605,000* GENERAL OBLIGATION REFUNDING BONDS, SERIES 2023

NOTICE IS HEREBY GIVEN that the School Board (the "Board") of the School District of Shorewood, Milwaukee County, Wisconsin (the "District"), will receive bids either (i) electronically via **Parity**® or (ii) sent via e-mail to compbidWI@pmanetwork.com (each as more fully described below), for the purchase of its $22,605,000* General Obligation Refunding Bonds, Series 2023 (the "Bonds"), on an all or none basis at the following time and place:

DATE AND TIME:	10:00 a.m. Central Daylight Saving Time May 9, 2023
PLACE:	Offices of the District's Financial Advisor: PMA Securities, LLC (the "Financial Advisor") 770 N. Jefferson Street, Suite 200 Milwaukee, Wisconsin 53202
AWARD OF BONDS:	Bids will be publicly announced at the above time and place. Unless all bids are rejected, award will be made by a notification of sale to the bidder offering the lowest true interest cost ("TIC") to the District.

The Bonds

Proceeds of the Bonds will be used to (i) current refund the District's outstanding Bond Anticipation Notes, Series 2021, dated July 6, 2021, and (ii) pay certain costs associated with the issuance of the Bonds.

The Bonds are being issued pursuant to Chapter 67 of the Wisconsin Statutes and a resolution to be adopted by the Board on May 9, 2023. The Bonds will be general obligations of the District for which its full faith and credit and taxing powers are pledged which taxes may, under current law, be levied without limitation as to rate or amount. The District is authorized and required by law to levy on all property taxable by the District such ad valorem taxes as may be necessary to pay the Bonds and the interest thereon. See "THE BONDS" and "CONSTITUTIONAL AND STATUTORY CONSIDERATIONS AND LIMITATIONS CONCERNING THE DISTRICT'S POWER TO INCUR INDEBTEDNESS" in the Preliminary Official Statement for further information on the authorization and security for the Bonds.

* Preliminary, subject to change.

Bidding Instructions

Each proposal must be submitted on the Official Bid Form without alteration or change no later than 10:00 a.m. Central Daylight Saving Time on May 9, 2023 either:

(i) via **Parity®** in accordance with this Official Notice of Sale. To the extent any instructions or directions set forth in **Parity®** conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about **Parity®**, potential bidders may contact the Financial Advisor or i-Deal LLC at 1359 Broadway, New York, NY 10018, telephone (212) 849-5021; or

(ii) via e-mail to compbidWI@pmanetwork.com.

The Bidder ("Bidder") bears all risk of transmission failure.

Any Bidder intending to bid via e-mail shall notify the Financial Advisor of such intention no later than the close of business on May 8, 2023.

Determination of Winning Bid

The Bonds will be awarded to the single and best Bidder (the "Underwriter") whose bid will be determined upon the basis of the **lowest TIC** at the rates designated in said bid from the dated date to the maturity dates after deducting the bid premium or adding the bid discount, if any. The TIC will be calculated as the rate which, when used in computing the present value of all principal and interest to be paid on the Bonds (commencing on October 1, 2023 and semiannually on each April 1 and October 1 thereafter), produces an amount on the date of issuance of the Bonds (expected to be May 30, 2023) equal to the purchase price set forth in the bid. In the event of more than one proposal specifying the lowest TIC, the Bonds will be awarded to the Bidder whose proposal is selected by lot from among all such proposals.

Terms of the Bonds

The Bonds will be dated the date of issuance thereof, will mature on the dates and in the amounts, and not more than one rate should be specified for each maturity as described in the Official Bid Form attached hereto.

The Bonds due on and after April 1, 2032 are subject to redemption prior to maturity, at the option of the District, in whole or in part, from maturities selected by the District and within each maturity by lot, in integral multiples of $5,000, on April 1, 2031 or on any date thereafter, at a redemption price of par plus accrued interest to the redemption date.

Term bonds are not allowed.

Bidding Parameters

The interest rates must be in multiples of one-eighth or one-twentieth of one percent (1/8 or 1/20 of 1%), and not more than one rate for a single maturity shall be specified. All bids must be for all of the Bonds and must be for not less than 99.00% and not more than 102.50% of the par amount thereof.

Attorneys' fees, Financial Advisor fees, rating agency fees, the cost of distributing the Official Notice of Sale, the Preliminary Official Statement and the final Official Statement and miscellaneous expenses of said District incurred in connection with the offering and delivery of the Bonds shall all be the obligation of the District.

A good faith deposit will not be required prior to bid opening. The Underwriter is required to submit a certified or cashier's check on a solvent bank or trust company or a wire transfer for $438,000 payable to the District as evidence of good faith of the bidder (the "Deposit") not later than 3:30 P.M. Central Daylight Saving Time on the sale date. The Deposit of the Underwriter will be retained by the District pending delivery of the Bonds. The District may hold the proceeds of any Deposit or invest the same (at the District's risk) in obligations that mature at or before the delivery of the Bonds, until disposed of, as follows: (a) at the delivery of the Bonds and upon compliance with the Underwriter's obligation to take up and pay for the Bonds, the full amount of the Deposit held by the District, without adjustment for interest, shall be applied toward the purchase price of the Bonds at that time, and the full amount of any interest earnings thereon shall be retained by the District; and (b) if the Underwriter fails to take up and pay for the Bonds when tendered, the full amount of the Deposit plus any interest earnings thereon will be forfeited to the District as liquidated damages.

The Underwriter shall provide Bond Counsel (hereinafter defined), within 48 hours of the award, the required issue statistics to complete parts II-V of Department of Treasury Form 8038-G.

The District will furnish to the Underwriter the approving legal opinion of Bond Counsel. After delivery, the District will furnish to the Underwriter a complete certified transcript of all proceedings in connection with the issuance of the Bonds which shall include a non-litigation certificate showing that there is no litigation pending or threatened as to the validity or security of the Bonds.

Establishment of Issue Price

(a) The winning bidder (the "Purchaser") shall assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the Public (as hereinafter defined) or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the District and Bond Counsel. All actions to be taken by the District under this Official Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the District by the District's Financial Advisor, identified herein, and any notice or report to be provided to the

District may be provided to the District's Financial Advisor. Within one hour of the award, the Purchaser will provide the District and its Financial Advisor the expected initial offering price of the Bonds, which the Purchaser used to formulate its bid.

(b) The District intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "Competitive Sale Requirements") because:

(1) the District will disseminate this Official Notice of Sale to potential Underwriters in a manner that is reasonably designed to reach potential Underwriters;

(2) all bidders will have an equal opportunity to bid;

(3) the District may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(4) the District anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest TIC, as set forth in this Official Notice of Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

(c) In the event that the Competitive Sale Requirements are not satisfied, the District shall so advise the Purchaser. In such event, any bid proposal submitted will not be subject to cancellation or withdrawal, and the District agrees to use the rule selected by the Purchaser on its bid form to determine the issue price for the Bonds. On the bid form, each bidder must select one of the following rules to establish the issue price of the Bonds: (i) the first price at which 10% of a maturity of the Bonds (the "10% Test") is sold to the Public as the issue price of that maturity, or (ii) the initial offering price of that maturity (the "Hold-the-Offering-Price Rule"), in each case applied on a maturity-by-maturity basis. The Purchaser shall advise the District if any maturity of the Bonds satisfies the 10% Test as of the date and time of the award of the Bonds. The Purchaser shall promptly advise the District, at or before the time of award of the Bonds, which maturities of the Bonds shall be subject to the 10% Test or shall be subject to the Hold-the-Offering-Price Rule. ***Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the Hold-the-Offering-Price Rule or the 10% Test, as selected on the bid form, in order to establish the issue price of the Bonds.*** In addition, if the 10% Test has not been satisfied with respect to any maturity of the Bonds prior to closing, then the Purchaser shall provide the District with a representation as to the price or prices as the date of closing at which the Purchaser reasonably expects to sell the remaining Bonds of such maturity.

(d) **If the Competitive Sale Requirements are not satisfied and the Purchaser selects the Hold-the-Offering-Price Rule**, then the Purchaser shall (i) confirm that the Underwriters (as hereinafter defined) have offered or will offer the Bonds to the Public (as hereinafter defined) on or before the date of award at the offering price or prices (the "Initial

Offering Price"), or at the corresponding yields set forth in the bid submitted by the Purchaser and (ii) agree, on behalf of the Underwriters participating in the purchase of the Bonds, that the Underwriters will neither offer nor sell unsold Bonds of any maturity to which the Hold-the-Offering-Price Rule shall apply to any person at a price that is higher than the Initial Offering Price to the Public during the period starting on the Sale Date (as hereinafter defined) and ending on the earlier of the following:

(1) the close of the fifth (5^{th}) business day after the Sale Date; or

(2) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the Public at a price that is no higher than the Initial Offering Price to the Public.

The Purchaser will advise the District promptly after the close of the fifth (5^{th}) business day after the Sale Date whether it has sold 10% of that maturity of the Bonds to the Public at a price that is no higher than the Initial Offering Price to the Public. Within one hour of the award, the Purchaser will inform the District of the Initial Offering Price for each maturity of the Bonds.

(e) **If the Competitive Sale Requirements are not satisfied and the Purchaser selects the 10% Test**, then until the 10% Test has been satisfied as to each maturity of the Bonds, the Purchaser agrees to promptly report to the District the prices at which the unsold Bonds of that maturity have been sold to the Public. That reporting obligation shall continue, whether or not the closing date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the Purchaser's reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the District or Bond Counsel. In addition, if the 10% test has not been satisfied with respect to any maturity of the Bonds prior to closing, then the Purchaser shall provide the District with a representation as to the price or prices as of the date of closing at which the Purchaser reasonably expects to sell the remaining Bonds of such maturity.

(f) The District acknowledges that, in making the representations set forth above, the Purchaser will rely on (i) the agreement of each Underwriter to comply with requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, as set forth in an agreement among Underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the Public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the Public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Bonds including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The District further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing the issue price of the Bonds, including, but not limited to, its

agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule if applicable to the Bonds.

(g) By submitting a bid, each bidder confirms that:

(i) any agreement among Underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it whether or not the closing date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Purchaser that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the Purchaser and (ii) to comply with the Hold-the-Offering-Price Rule, if applicable, if and for so long as directed by the Purchaser and as set forth in the related pricing wires, which shall be until the 10% Test has been satisfied as to the Bonds of that maturity or until the close of business on the fifth (5^{th}) business day following the date of award,

(B) to promptly notify the Purchaser of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an Underwriter participating in the initial sale of the Bonds to the Public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the Underwriter, the Purchaser shall assume that each order submitted by the Underwriter is a sale to the Public.

(ii) any agreement among Underwriters or selling group agreement relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all Bonds of that maturity allocated to it have been sold or until it is notified by the Purchaser or such Underwriter that the 10% Test has been satisfied as to the Bonds of that

maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the Purchaser or such Underwriter and (B) comply with the Hold-the-Offering-Price Rule, if applicable, if and for so long as directed by the Purchaser or the Underwriter and as set forth in the related pricing wires, which shall be at least until the 10% Test has been satisfied as to the Bonds of that maturity or until the close of business on the fifth (5^{th}) business day following the date of the award.

(h) Sales of any Bonds to any person that is a Related Party to an Underwriter participating in the initial sale of the Bonds to the Public shall not constitute sales to the Public for purposes of this Official Notice of Sale. Further, for purposes of this Official Notice of Sale:

(i) "Public" means any person other than an Underwriter or a Related Party,

(ii) "Underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public),

(iii) a purchaser of any of the Bonds is a "Related Party" to an Underwriter if the Underwriter and the Purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "Sale Date" means the date that the Bonds are awarded by the District to the Purchaser.

Tax Status

Quarles & Brady LLP, Milwaukee, Wisconsin, Bond Counsel, will deliver a legal opinion with respect to the federal income tax status applicable to the interest on the Bonds under existing law substantially in the form attached to the Preliminary Official Statement as Appendix A.

Not Qualified Tax-Exempt Obligations

The Bonds shall not be "qualified tax-exempt obligations" under the small issuer exception provided under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), which affords banks and certain other financial institutions more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code.

Book-Entry Only

The Bonds will be issued as fully-registered Bonds without coupons and, when issued, will be registered in the name of CEDE & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Bonds. A single Bond certificate for each maturity will be issued to DTC and immobilized in its custody. Individual purchases may be made in book-entry-only form only through DTC participants, in the principal amount of $5,000 or any integral multiple thereof. Individual purchasers will not receive certificates evidencing their ownership of the Bonds purchased. The Underwriter shall be required to deposit the Bond certificates with DTC as a condition to delivery of the Bonds. The District will make payments of principal and interest on the Bonds to DTC or its nominee as registered owner of the Bonds in same-day funds. Transfer of those payments to participants of DTC will be the responsibility of DTC; transfer of the payments to beneficial owners by DTC participants will be the responsibility of such participants and other nominees of beneficial owners all as required by DTC rules and procedures. No assurance can be given by the District that DTC, its participants and other nominees of beneficial owners will make prompt transfer of the payments as required by DTC rules and procedures. The District assumes no liability for failures of DTC, its participants or other nominees to promptly transfer payments to beneficial owners of the Bonds.

In the event that the securities depository relationship with DTC for the Bonds is terminated and the District does not appoint a successor depository, the District will prepare, authenticate and deliver, at its expense, fully-registered certificate Bonds in the denominations of $5,000 or any integral multiple thereof in the aggregate principal amount of the Bonds of the same maturities and interest rate then outstanding to the beneficial owners of the Bonds.

CUSIP Numbers

It is intended that CUSIP numbers will be printed on the Bonds, but neither the failure to print or type such numbers on any Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and make payment for the Bonds. All expenses in relation to the printing of CUSIP numbers, including CUSIP Service Bureau charges for the assignment of said numbers, shall be the responsibility of and shall be paid by the Underwriter.

Continuing Disclosure

The District covenants and agrees to enter into a written agreement or contract, constituting an undertaking (the "Undertaking") to provide ongoing disclosure about the District for the benefit of the beneficial owners of the Bonds on or before the date of delivery of the Bonds as required under Section (b)(5) of Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. The form of the Undertaking is set forth in Appendix C in the Preliminary Official Statement. Please see the section entitled "CONTINUING DISCLOSURE" in the Preliminary Official Statement for a description of the District's compliance over the last five years with undertakings previously entered into by it pursuant to the Rule.

The Underwriter's obligation to purchase the Bonds shall be conditional upon the District delivering the Undertaking on or before the date of delivery of the Bonds.

Official Statement

The District declares the Preliminary Official Statement provided in connection with the sale of the Bonds to be final as of its date for purposes of the Rule, except for the omission of the offering prices or yields, the interest rates, any other terms or provisions required by the District specified in the bid, ratings, other terms of the Bonds depending on such matters, and the identity of the Underwriter. Upon the sale of the Bonds, the District will publish an Official Statement in substantially the same form as the Preliminary Official Statement, subject to minor additions, deletions and revisions as required to complete the Preliminary Official Statement. By submission of its bid, the Underwriter will be deemed to have certified that it has obtained and reviewed the Preliminary Official Statement. Promptly after the sale date, but in no event later than seven business days after the sale date, the District will provide the Underwriter with an electronic copy of the final Official Statement. The Underwriter agrees to supply to the District all information necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Conditions of Closing

The District reserves the right to reject any or all bids and to determine the best bid in its sole discretion, and to waive any irregularity in any bid. Additionally, the District reserves the right to modify or amend this Official Notice of Sale; however, any such modification or amendment shall not be made less than twenty-four (24) hours prior to the date and time for receipt of bids on the Bonds and any such modification or amendment will be announced on the Amendments Page of the **Parity**® webpage and through *Thompson Municipal News*.

By submitting a bid, any bidder makes the representation that it understands Bond Counsel represents the District in the Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder represents that the signatory to the bid is duly authorized to, and does consent to and waive for and on behalf of such bidder any conflict of interest of Bond Counsel arising from any adverse position to the District in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

The Bonds will be delivered to the Underwriter against full payment in immediately available funds as soon as they can be prepared and executed, which is expected to be May 30, 2023. Should delivery, however, be delayed beyond forty-five (45) days from the date of sale for any reason beyond the control of the District except failure of performance by the Underwriter, the District may cancel the award or the Underwriter may withdraw the Deposit and thereafter the Underwriter's interest in and liability for the Bonds will cease.

Additional Information

The Preliminary Official Statement and the Official Bid Form, together with other pertinent information, may be obtained from the District, Attention: Heather Heaviland, Director of Business Services, 1701 East Capitol Drive, Shorewood, Wisconsin 53211, telephone: (414) 963-6900, or from the Financial Advisor, Attention: Phil Hohlweck, 770 N. Jefferson Street, Suite 200, Milwaukee, Wisconsin 53202, telephone: (414) 436-1943.

By order of the School Board of the District, dated this 2nd day of May, 2023.

/s/ Heather Heaviland
Director of Business Services
School District of Shorewood
Milwaukee County, Wisconsin

OFFICIAL BID FORM

School Board
School District of Shorewood
Milwaukee County, Wisconsin

May 9, 2023

Ladies and Gentlemen:

Subject to all the provisions of the Official Notice of Sale, which is expressly made a part of this bid, we offer to purchase the General Obligation Refunding Bonds, Series 2023 (the "Bonds") as described below:

Par amount of Bonds:	$22,605,000*
Dated date:	Date of issuance
Purchase price:	$_____

(not less than 99.00% and not more than 102.50% of the par amount of the Bonds)

The Bonds shall bear interest as follows (each rate (i) a multiple of 1/8 or 1/20 of 1%):

Maturity (April 1)	Amount ($)*	Rate (%)
2031	675,000	_____
2032	705,000	_____
2033	740,000	_____
2034	770,000	_____
2035	800,000	_____
2036	835,000	_____
2037	865,000	_____
2038	905,000	_____
2039	945,000	_____
2040	3,585,000	_____
2041	3,750,000	_____
2042	3,925,000	_____
2043	4,105,000	_____

Term bonds are not allowed.

* Preliminary, subject to change. The District reserves the right to increase or decrease the principal amount of the individual maturities of the Bonds on the day of sale in increments of $5,000. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per $1,000 bond.

The Bonds due on and after April 1, 2032 are subject to redemption prior to maturity, at the option of the District, in whole or in part, from maturities selected by the District and within each maturity by lot, in integral multiples of $5,000, on April 1, 2031 or on any date thereafter, at a redemption price of par plus accrued interest to the redemption date.

The Bonds are to be accompanied by the unqualified approving legal opinion of Quarles & Brady LLP, Milwaukee, Wisconsin, Bond Counsel, and a certificate evidencing that no litigation is pending against the District, which will affect the validity or security of these Bonds.

Attorneys' fees, Rating Agency fees, Financial Advisor fees, the cost of distributing the Official Notice of Sale, the Preliminary Official Statement and the Official Statement and miscellaneous expenses of said District incurred in connection with the offering and delivery of the Bonds shall all be the obligation of the District.

If the net interest cost or the true interest cost stated below is incorrectly computed, the undersigned agrees that the purchase price and interest rates above shall prevail.

Net Interest Cost: $_____
True Interest Cost: _____ %

This bid is a firm offer for the purchase of the Bonds identified in the Official Notice of Sale, on the terms set forth in this bid form and the Official Notice of Sale, and is not subject to any conditions, except as permitted by the Official Notice of Sale. If the Competitive Sale Requirements are not met, the bidder selects the following rule to establish the issue price of maturities of the Bonds for which 10% is not sold to the Public on the date hereof applied on a maturity-by-maturity basis (mark one):

_____ 10% Test: the first price at which 10% of a maturity of the Bonds is sold to the Public for the following maturities: _____

_____ Hold-the-Offering-Price Rule: the initial offering price of that maturity for the following maturities: _____

By submitting this bid, we confirm that we have an established industry reputation for underwriting new issuances of municipal bonds. *[If the bidder cannot confirm an established industry reputation for underwriting new issuances of municipal bonds, the preceding sentence should be crossed out.]*

We understand that if we are the winning bidder that we will deposit with the District not later than 3:30 P.M. Central Daylight Saving Time on the sale date a certified or cashier's check or wire transfer in the amount of $438,000 payable to said District as a guarantee of good faith, to be applied in accordance with the Official Notice of Sale.

_____

Managing Underwriter Signature

Name of Firm: _____

Direct Contact: _____

Address: _____

_____

Phone Number: _____

E-Mail Address: _____

—PLEASE ATTACH A LIST OF ACCOUNT MEMBERS—

The foregoing offer is hereby accepted this 9th day of May, 2023 by the School Board of the School District of Shorewood, Milwaukee County, Wisconsin, and in recognition therefore is signed by the official of the District empowered and authorized to make such acceptance.

_____

President, School Board
School District of Shorewood
Milwaukee County, Wisconsin

Exhibit A

Form of Issue Price Certificate

School District of Shorewood, Wisconsin ("District")
$22,605,000
General Obligation Refunding Bonds, Series 2023,
dated May 30, 2023

UNDERWRITER'S CERTIFICATE

The undersigned, on behalf of _____ ("_____"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. ***Reasonably Expected Initial Offering Price.***

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by _____ are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by _____ in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by _____ to purchase the Bonds.

(b) _____ was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by _____ constituted a firm offer to purchase the Bonds.

2. [***Bond Insurance.***

(a) The Municipal Bond Insurance Policy (the "Bond Insurance Policy") issued by _____ (the "Bond Insurer") was essential in marketing the Bonds at the rates and prices at which they were marketed and the absence of the Bond Insurance Policy would have had a material adverse effect on the interest rates at which the Bonds were sold.

[(b) We are paying a premium of $_____ (the "Bond Insurance Premium") to the Bond Insurer for its Bond Insurance Policy.]

(c) In our opinion, the Bond Insurance Premium paid to the Bond Insurer for its Bond Insurance Policy is a reasonable arm's-length charge for the transfer of credit risk which the Bond Insurance Policy represents.

(d) In our opinion, the present value of the Bond Insurance Premium is less than the present value of the interest on the Bonds reasonably expected to be saved as a result of the Bond Insurance Policy. In making this determination present values were computed by using the yield on the Bonds (determined with regard to the Bond Insurance Premium) as the discount rate.]

3. ***Defined Terms.***

(a) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May 9, 2023.

(d) "Underwriter" means (i) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents _____'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. _____ understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Exemption Certificate and compliance with the federal income tax rules affecting the Bonds, and by Quarles & Brady LLP, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the District from time to time relating to the Bonds.

_____

By:_____

Name:_____
Dated: May 30, 2023

SCHEDULE A
TO
UNDERWRITER'S CERTIFICATE

EXPECTED OFFERING PRICES

(See Attached)

SCHEDULE B
TO
UNDERWRITER'S CERTIFICATE

COPY OF UNDERWRITER'S BID

(See Attached)

EXHIBIT B

Bid Tabulation

To be provided by PMA Securities, LLC and incorporated into the Resolution.

(See Attached)

Bid Tabulation

School District of Shorewood

$22,605,000* General Obligation Refunding Bonds, Series 2023
Sale Date: May 9, 2023

Bidder Name	TIC*
Raymond James & Associates, Inc.	3.813767%
UMB Bank, N.A.	3.822226%
Fifth Third Securities, Inc.	3.849564%
RBC Capital Markets	3.867964%
Robert W. Baird & Co., Inc.	3.874570%
Source: Parity	Total Bids: 5

*Note: After adjusting par amounts, the final statistics are as follows:

Par Amount:	$22,110,000
TIC:	3.813988%

EXHIBIT C

Winning Bid

To be provided by PMA Securities, LLC and incorporated into the Resolution.

(See Attached)

OFFICIAL BID FORM

School Board
School District of Shorewood
Milwaukee County, Wisconsin

May 9, 2023

Ladies and Gentlemen:

Subject to all the provisions of the Official Notice of Sale, which is expressly made a part of this bid, we offer to purchase the General Obligation Refunding Bonds, Series 2023 (the "Bonds") as described below:

Par amount of Bonds:	$22,110,000
Dated date:	Date of issuance
Purchase price:	$22,647,848.45

(not less than 99.00% and not more than 102.50% of the par amount of the Bonds)

The Bonds shall bear interest as follows (each rate (i) a multiple of 1/8 or 1/20 of 1%):

Maturity (April 1)	Amount ($)	Rate (%)
2031	660,000	5.000
2032	695,000	4.000
2033	720,000	4.000
2034	750,000	4.000
2035	780,000	4.000
2036	810,000	4.000
2037	845,000	4.000
2038	880,000	4.000
2039	915,000	4.000
2040	3,540,000	4.000
2041	3,685,000	4.000
2042	3,835,000	4.000
2043	3,995,000	4.000

Term bonds are not allowed.

The Bonds due on and after April 1, 2032 are subject to redemption prior to maturity, at the option of the District, in whole or in part, from maturities selected by the District and within each maturity by lot, in integral multiples of $5,000, on April 1, 2031 or on any date thereafter, at a redemption price of par plus accrued interest to the redemption date.

The Bonds are to be accompanied by the unqualified approving legal opinion of Quarles & Brady LLP, Milwaukee, Wisconsin, Bond Counsel, and a certificate evidencing that no litigation is pending against the District, which will affect the validity or security of these Bonds.

Attorneys' fees, Rating Agency fees, Financial Advisor fees, the cost of distributing the Official Notice of Sale, the Preliminary Official Statement and the Official Statement and miscellaneous expenses of said District incurred in connection with the offering and delivery of the Bonds shall all be the obligation of the District.

If the net interest cost or the true interest cost stated below is incorrectly computed, the undersigned agrees that the purchase price and interest rates above shall prevail.

Net Interest Cost:	$14,001,726.55
True Interest Cost:	3.813988%

This bid is a firm offer for the purchase of the Bonds identified in the Official Notice of Sale, on the terms set forth in this bid form and the Official Notice of Sale, and is not subject to any conditions, except as permitted by the Official Notice of Sale. If the Competitive Sale Requirements are not met, the bidder selects the following rule to establish the issue price of maturities of the Bonds for which 10% is not sold to the Public on the date hereof applied on a maturity-by-maturity basis (mark one):

_____ 10% Test: the first price at which 10% of a maturity of the Bonds is sold to the Public for the following maturities: _____

_____ Hold-the-Offering-Price Rule: the initial offering price of that maturity for the following maturities: _____

By submitting this bid, we confirm that we have an established industry reputation for underwriting new issuances of municipal bonds. *[If the bidder cannot confirm an established industry reputation for underwriting new issuances of municipal bonds, the preceding sentence should be crossed out.]*

We understand that if we are the winning bidder that we will deposit with the District not later than 3:30 P.M. Central Daylight Saving Time on the sale date a certified or cashier's check or wire transfer in the amount of $438,000 payable to said District as a guarantee of good faith, to be applied in accordance with the Official Notice of Sale.

Managing Underwriter Signature

Name of Firm: Raymond James

Direct Contact: Roberta Specht

Address: 880 Carillon Parkway
St. Petersburg FL 33716

Phone Number: 727-567-1293

E-Mail Address: Robbie.Specht@RaymondJames.com

—PLEASE ATTACH A LIST OF ACCOUNT MEMBERS—

The foregoing offer is hereby accepted this 9th day of May, 2023 by the School Board of the School District of Shorewood, Milwaukee County, Wisconsin, and in recognition therefore is signed by the official of the District empowered and authorized to make such acceptance.

President, School Board
School District of Shorewood
Milwaukee County, Wisconsin

Syndicate members are listed below.
Morgan Stanley
FHN Financial Capital Markets
Fidelity Capital Markets
UBS Financial Services Inc.
Ramirez & Co., Inc.
Ziegler
Advisors Asset Management
American Veterans Group, PBC SDVOB
SumRidge Partners

EXHIBIT D-1

Pricing Summary

To be provided by PMA Securities, LLC and incorporated into the Resolution.

(See Attached)

School District of Shorewood

$22,110,000 - FINAL

General Obligation Refunding Bonds, Series 2023

Dated/Close: May 30, 2023

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price		YTM	Call Date	Call Price	Dollar Price
04/01/2031	Serial Coupon	5.000%	2.460%	660,000.00	117.999%		-	-	-	778,793.40
04/01/2032	Serial Coupon	4.000%	2.560%	695,000.00	110.162%	c	2.699%	04/01/2031	100.000%	765,625.90
04/01/2033	Serial Coupon	4.000%	2.650%	720,000.00	109.493%	c	2.884%	04/01/2031	100.000%	788,349.60
04/01/2034	Serial Coupon	4.000%	2.750%	750,000.00	108.754%	c	3.045%	04/01/2031	100.000%	815,655.00
04/01/2035	Serial Coupon	4.000%	2.950%	780,000.00	107.295%	c	3.252%	04/01/2031	100.000%	836,901.00
04/01/2036	Serial Coupon	4.000%	3.200%	810,000.00	105.502%	c	3.465%	04/01/2031	100.000%	854,566.20
04/01/2037	Serial Coupon	4.000%	3.450%	845,000.00	103.744%	c	3.653%	04/01/2031	100.000%	876,636.80
04/01/2038	Serial Coupon	4.000%	3.600%	880,000.00	102.706%	c	3.760%	04/01/2031	100.000%	903,812.80
04/01/2039	Serial Coupon	4.000%	3.680%	915,000.00	102.157%	c	3.817%	04/01/2031	100.000%	934,736.55
04/01/2040	Serial Coupon	4.000%	3.840%	3,540,000.00	101.069%	c	3.912%	04/01/2031	100.000%	3,577,842.60
04/01/2041	Serial Coupon	4.000%	3.880%	3,685,000.00	100.799%	c	3.937%	04/01/2031	100.000%	3,714,443.15
04/01/2042	Serial Coupon	4.000%	3.930%	3,835,000.00	100.463%	c	3.965%	04/01/2031	100.000%	3,852,756.05
04/01/2043	Serial Coupon	4.000%	3.990%	3,995,000.00	100.062%	c	3.995%	04/01/2031	100.000%	3,997,476.90
Total	-	-	-	**$22,110,000.00**	-	-	-	-	-	**$22,697,595.95**

Bid Information

Par Amount of Bonds	$22,110,000.00
Reoffering Premium or (Discount)	587,595.95
Gross Production	$22,697,595.95
Total Underwriter's Discount (0.225%)	$(49,747.50)
Bid (102.433%)	22,647,848.45
Total Purchase Price	$22,647,848.45
Bond Year Dollars	$362,196.42
Average Life	16.382 Years
Average Coupon	4.0142791%
Net Interest Cost (NIC)	3.8657827%
True Interest Cost (TIC)	3.8139884%

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by PMA Securities, LLC and incorporated into the Resolution.

(See Attached)

School District of Shorewood

$22,110,000 - FINAL

General Obligation Refunding Bonds, Series 2023

Dated/Close: May 30, 2023

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Total
05/30/2023	-	-	-	-	-
10/01/2023	-	-	299,475.00	299,475.00	299,475.00
04/01/2024	-	-	445,500.00	445,500.00	-
10/01/2024	-	-	445,500.00	445,500.00	891,000.00
04/01/2025	-	-	445,500.00	445,500.00	-
10/01/2025	-	-	445,500.00	445,500.00	891,000.00
04/01/2026	-	-	445,500.00	445,500.00	-
10/01/2026	-	-	445,500.00	445,500.00	891,000.00
04/01/2027	-	-	445,500.00	445,500.00	-
10/01/2027	-	-	445,500.00	445,500.00	891,000.00
04/01/2028	-	-	445,500.00	445,500.00	-
10/01/2028	-	-	445,500.00	445,500.00	891,000.00
04/01/2029	-	-	445,500.00	445,500.00	-
10/01/2029	-	-	445,500.00	445,500.00	891,000.00
04/01/2030	-	-	445,500.00	445,500.00	-
10/01/2030	-	-	445,500.00	445,500.00	891,000.00
04/01/2031	660,000.00	5.000%	445,500.00	1,105,500.00	-
10/01/2031	-	-	429,000.00	429,000.00	1,534,500.00
04/01/2032	695,000.00	4.000%	429,000.00	1,124,000.00	-
10/01/2032	-	-	415,100.00	415,100.00	1,539,100.00
04/01/2033	720,000.00	4.000%	415,100.00	1,135,100.00	-
10/01/2033	-	-	400,700.00	400,700.00	1,535,800.00
04/01/2034	750,000.00	4.000%	400,700.00	1,150,700.00	-
10/01/2034	-	-	385,700.00	385,700.00	1,536,400.00
04/01/2035	780,000.00	4.000%	385,700.00	1,165,700.00	-
10/01/2035	-	-	370,100.00	370,100.00	1,535,800.00
04/01/2036	810,000.00	4.000%	370,100.00	1,180,100.00	-
10/01/2036	-	-	353,900.00	353,900.00	1,534,000.00
04/01/2037	845,000.00	4.000%	353,900.00	1,198,900.00	-
10/01/2037	-	-	337,000.00	337,000.00	1,535,900.00
04/01/2038	880,000.00	4.000%	337,000.00	1,217,000.00	-
10/01/2038	-	-	319,400.00	319,400.00	1,536,400.00
04/01/2039	915,000.00	4.000%	319,400.00	1,234,400.00	-
10/01/2039	-	-	301,100.00	301,100.00	1,535,500.00
04/01/2040	3,540,000.00	4.000%	301,100.00	3,841,100.00	-
10/01/2040	-	-	230,300.00	230,300.00	4,071,400.00
04/01/2041	3,685,000.00	4.000%	230,300.00	3,915,300.00	-
10/01/2041	-	-	156,600.00	156,600.00	4,071,900.00
04/01/2042	3,835,000.00	4.000%	156,600.00	3,991,600.00	-
10/01/2042	-	-	79,900.00	79,900.00	4,071,500.00
04/01/2043	3,995,000.00	4.000%	79,900.00	4,074,900.00	-
10/01/2043	-	-	-	-	4,074,900.00
Total	**$22,110,000.00**	-	**$14,539,575.00**	**$36,649,575.00**	-

Yield Statistics

Bond Year Dollars	$362,196.42
Average Life	16.382 Years
Average Coupon	4.0142791%
DV01	15,170.80
Net Interest Cost (NIC)	3.8657827%
True Interest Cost (TIC)	3.8139884%
Bond Yield for Arbitrage Purposes	3.7791296%
All Inclusive Cost (AIC)	3.8672361%

IRS Form 8038

Net Interest Cost	3.7807161%
Weighted Average Maturity	16.259 Years

Optional Redemption

04/01/2031	@100.000%

PMA Securities, LLC
Public Finance/Financial Planning - ph

EXHIBIT E

(Form of Bond)

REGISTERED	UNITED STATES OF AMERICA STATE OF WISCONSIN MILWAUKEE COUNTY	DOLLARS
NO. R-___	SCHOOL DISTRICT OF SHOREWOOD GENERAL OBLIGATION REFUNDING BOND, SERIES 2023	$_____

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
April 1, _____	May 30, 2023	____%	825247___

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS ($_____)

FOR VALUE RECEIVED, the School District of Shorewood, Milwaukee County, Wisconsin (the "District"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2023 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the District Clerk or the District Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the District are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of $22,110,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the District pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of refunding certain outstanding obligations of the District, as authorized by a resolution adopted on May 9, 2023 (the "Resolution"). The Resolution is recorded in the official minutes of the School Board for said date.

The Bonds maturing on April 1, 2032 and thereafter are subject to redemption prior to maturity, at the option of the District, on April 1, 2031 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the District, and within each maturity, by lot (as selected by the Depository), in integral multiples of $5,000, at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the District, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the District kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the District appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the District for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and District may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of $5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the School District of Shorewood, Milwaukee County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified District President and District Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

SCHOOL DISTRICT OF SHOREWOOD
MILWAUKEE COUNTY, WISCONSIN

By: _____
Emily Berry
District President

(SEAL)

By: _____
Abby Fowler
District Clerk

COPY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

(Name and Address of Assignee)

_____

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

(e.g. Bank, Trust Company or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

_____

(Authorized Officer)

COPY

EXHIBIT F

NOTICE OF FULL CALL*

Regarding

SCHOOL DISTRICT OF SHOREWOOD
MILWAUKEE COUNTY, WISCONSIN
BOND ANTICIPATION NOTES, SERIES 2021,
DATED JULY 6, 2021 (the "Notes")

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have a CUSIP No. as set forth below have been called by the District for prior payment on June 12, 2023 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

Maturity Date	Principal Amount	Interest Rate	CUSIP No.
October 1, 2023	$25,000,000	0.45%	825247KU2

The District shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before June 12, 2023.

Said Notes will cease to bear interest on June 12, 2023.

By Order of the
School Board
School District of Shorewood
District Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to June 12, 2023 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

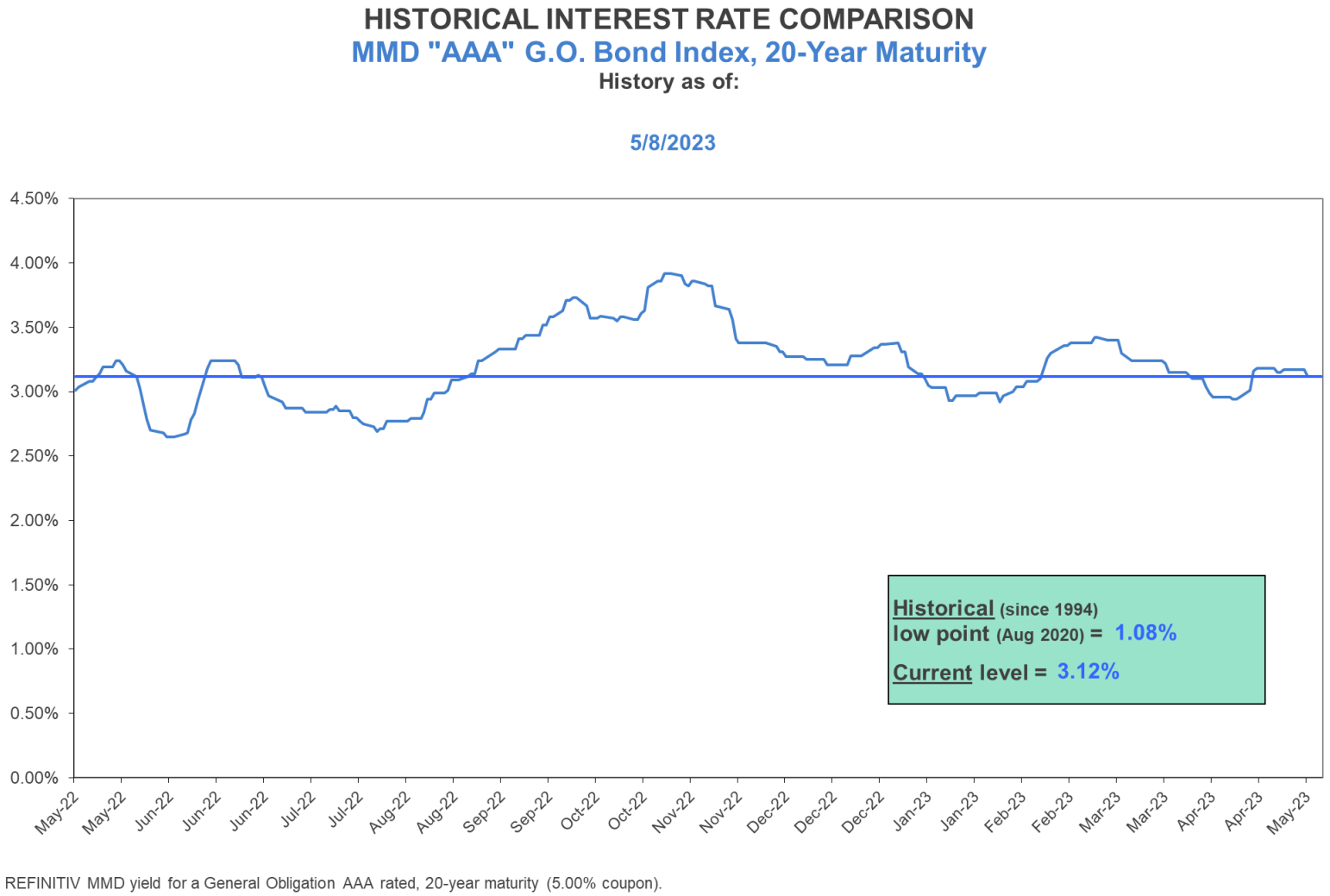
PMA™ SECURITIES

Shorewood School District
General Obligation Refunding Bonds, Series 2023
$22,110,000

May 9, 2023

Erik Kass
Director, Public Finance
PMA Securities, LLC

Interest Rate Trend, 2023



REFINITIV MMD yield for a General Obligation AAA rated, 20-year maturity (5.00% coupon).

Bid Results

Bid Tabulation

School District of Shorewood

$22,605,000* General Obligation Refunding Bonds, Series 2023

Sale Date: May 9, 2023

Bidder Name	TIC*
Raymond James & Associates, Inc.	3.813767%
UMB Bank, N.A.	3.822226%
Fifth Third Securities, Inc.	3.849564%
RBC Capital Markets	3.867964%
Robert W. Baird & Co., Inc.	3.874570%
Source: Parity	Total Bids: 5

*Note: After adjusting par amounts, the final statistics are as follows:

Par Amount:	$22,110,000
TIC:	3.813988%

Action Item:
Award Resolution -
General Obligation Bonds, Series 2023

Description:	$22,110,000 General Obligation Refunding Bonds, Series 2023
Description:	Refunding of Bond Anticipation Notes
Dated & Settlement Date:	May 30, 2023
Principal Maturity Dates:	April 1, 2031 to 2043
First Interest Payment:	October 1, 2023
Call Date:	April 1, 2031
S&P Rating:	Aa2
Projected Interest Rate*:	4.50%
Final TIC Interest Rate:	3.81%

*Pre-Referendum Rate

Shorewood School District

2019 FACILITIES ($65 MIL) & RECURRING OPERATIONAL OVERRIDE ($275K) REFERENDA FINANCING PLAN

FINAL PHASE (BAN REFINANCING) - SCENARIO 1: CASH APPLIED TO REFINANCING OF $1,810,000

					FINAL $40,000,000 G.O. SCHOOL IMPROVEMENT BONDS Dated July 1, 2019 (First interest 4/1/20)			FINAL $25,000,000 BANs Dated July 6, 2021 (Due 10/1/23)			FINAL $22,110,000 G.O. REFUNDING BONDS Dated May 30, 2023 (First interest 10/1/23)							
LEVY YEAR	YEAR DUE	EXISTING FUND 39/EE DEBT SERVICE (A)	IMPACT OF '19 DEFEASANCE & '21 REFUNDING	NET EXISTING FUND 39/EE LEVY	PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) TIC= 2.66%	TOTAL	PRINCIPAL (10/1)	INTEREST (4/1 & 10/1) RATE= 0.45%	LESS: REFINANCING	PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) TIC= 3.81%	TOTAL	LESS: FUND 39 BALANCE	LESS: REOFFERING PREMIUM	IMPACT OF FUND 39 STABILIZATION FUND 39	FUND 39/EE DEBT LEVY EXISTING PLUS NEW	YEAR DUE
2018	2019	$1,670,872	$2,679,237	$4,350,109													$4,350,109	2019
2019	2020	$1,680,259	($93,718)	$1,586,541	$3,075,000	$1,613,438	$4,688,438								($2,201,166)		$4,073,812	2020
2020	2021	$1,349,489	($93,718)	$1,255,771	$1,950,000	$1,206,150	$3,156,150										$4,411,921	2021
2021	2022	$1,120,500	($339,795)	$780,705	$1,640,000	$1,152,300	$2,792,300		$139,063							$4,631	$3,716,698	2022
2022	2023	$1,120,734	($337,823)	$782,911	$2,135,000	$1,095,675	$3,230,675	$25,000,000	$112,500	($24,340,000)		$299,475	$299,475			$1,564	$5,087,125	2023
2023	2024	$1,119,935	($339,724)	$780,211	$1,350,000	$1,043,400	$2,393,400					$891,000	$891,000	($90,000)		($6,195)	$3,968,416	2024
2024	2025	$1,118,077	($340,791)	$777,286	$1,550,000	$992,150	$2,542,150					$891,000	$891,000	($245,000)			$3,965,436	2025
2025	2026	$1,119,985	($340,899)	$779,086	$1,610,000	$928,950	$2,538,950					$891,000	$891,000	($240,000)			$3,969,036	2026
2026	2027	$1,115,430	($340,014)	$775,416	$1,680,000	$863,150	$2,543,150					$891,000	$891,000	($240,000)			$3,969,566	2027
2027	2028	$1,118,364	($458,030)	$660,334	$1,750,000	$794,550	$2,544,550					$891,000	$891,000	($125,000)			$3,970,884	2028
2028	2029	$678,323	($337,343)	$340,980	$2,275,000	$714,050	$2,989,050					$891,000	$891,000	($250,000)			$3,971,030	2029
2029	2030	$396,333	($55,045)	$341,288	$2,250,000	$623,550	$2,873,550					$891,000	$891,000				$4,105,838	2030
2030	2031	$355,165	($14,205)	$340,960	$1,650,000	$545,550	$2,195,550				$660,000	$874,500	$1,534,500				$4,071,010	2031
2031	2032	$354,183	($14,205)	$339,978	$1,710,000	$486,900	$2,196,900				$695,000	$844,100	$1,539,100				$4,075,978	2032
2032	2033	$352,525	($14,205)	$338,320	$1,765,000	$434,775	$2,199,775				$720,000	$815,800	$1,535,800				$4,073,895	2033
2033	2034	$355,076	($28,916)	$326,160	$1,830,000	$380,850	$2,210,850				$750,000	$786,400	$1,536,400				$4,073,410	2034
2034	2035	$351,814	($351,814)	$0	$2,215,000	$320,175	$2,535,175				$780,000	$755,800	$1,535,800				$4,070,975	2035
2035	2036				$2,285,000	$252,675	$2,537,675				$810,000	$724,000	$1,534,000				$4,071,675	2036
2036	2037				$2,355,000	$183,075	$2,538,075				$845,000	$690,900	$1,535,900				$4,073,975	2037
2037	2038				$2,425,000	$111,375	$2,536,375				$880,000	$656,400	$1,536,400				$4,072,775	2038
2038	2039				$2,500,000	$37,500	$2,537,500				$915,000	$620,500	$1,535,500				$4,073,000	2039
2039	2040										$3,540,000	$531,400	$4,071,400				$4,071,400	2040
2040	2041										$3,685,000	$386,900	$4,071,900				$4,071,900	2041
2041	2042										$3,835,000	$236,500	$4,071,500				$4,071,500	2042
2042	2043										$3,995,000	$79,900	$4,074,900				$4,074,900	2043
2043	2044																	2044
		$15,377,060	($821,006)	$14,556,054	$40,000,000	$13,780,238	$53,780,238	$25,000,000	$251,563	($24,340,000)	$22,110,000	$14,539,575	$36,649,575	($1,190,000)	($2,201,166)	$0	$102,506,263	

Assumes a portion of BAN Principal is refinanced with 2023 Bonds; Callable 10/1/2022

(A) Includes Fund 39 debt (including OPEB) and expected exemption levy for Energy Efficiency debt (net of energy savings, which is assumed constant at 2023 level of $159,474).

(B) State aid impact based on prior fiscal year incremental expenditure over base year (FY 2017-18) at the following aid levels (2022-23 October certification):

Maximum Total Aid Loss Year Over Year (Hold Harmless)..... 15.00%

Tertiary Aid Percentage..... -29.91%

(C) Mill rate based on 2022 Equalized Valuation (TID-OUT) of $1,932,192,151 with annual growth of 0.00% though 2025, 0.50% thereafter.

NOTES: Example financing scenarios could be impacted by other variables, such as significant market or statutory changes, which may necessitate adjustments to the financing plans.

Scenarios where a greater portion of the overall debt is issued in advance of the expenditures of the proceeds will likely result in higher fees earned by the investment manager of the debt proceeds.

PMA™ SECURITIES

Pre-Referendum Projections vs. Final Financing Results

Pre-Referendum Projections

	Principal	Interest	Total
2019 Borrowing	$35,000,000	$15,786,625	$50,786,625
2023 Borrowing	$30,000,000	$18,933,075	$48,933,075
Total			**$99,719,700**

Final Financing Results

	Principal	Interest	Total
2019 Borrowing	$40,000,000	$13,780,238	$53,780,238
2021 Borrowing	$25,000,000	$251,563	$25,251,563
2023 Refunding	$22,110,000	$14,539,575	$14,539,575
Total			**$93,571,376**

Reduction in Financing Costs	**$6,148,324**

Disclosure

The information contained herein is solely intended to suggest/discuss potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement.

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v01.09.23

EXECUTIVE SUMMARY
FOR THE SHOREWOOD SCHOOL BOARD

Topic: Capital Maintenance Plan for 2023-2024 and 10-Year Projection
Date: May 4, 2023
Prepared by: Heather Heaviland and Sean Strauss

___ Information only
_X_ Presentation/discussion
___ Discussion/action by board of education
___ Presentation/action next meeting

Purpose: To outline the District's 2023-2024 capital maintenance plans, projected needs over the next 10 years, and a proposed financial plan to align resources with anticipated future needs.

Background: The Shorewood School District comprises over 500,000 square feet of historic properties situated on over 38 acres of land. Our buildings sit prominently in the Village and are utilized broadly by community members of all ages and demographics for not only educational purposes, but also a wide array of recreational activities. Maintenance and upkeep of these properties is therefore essential to providing not only our students, but the entirety of the Village, with a positive experience.

This summer, the District will complete the finishing touches on $65 million in renovations that included safety, functional, and infrastructure improvements. Our buildings are now in better condition than they have been for many years and visually showcase the District's longstanding commitment to quality. Given the number, size, and age of our properties, however, ongoing investment is needed to maintain our infrastructure and repair and replace systems, equipment and finishes as they reach the end of their useful lives.

In the fall of 2022, the District shared an updated 10-year capital maintenance plan with the OE-10 report. This plan was developed based on updates to the master plan provided by Eppstein Uhen Architects as well as other facility consultants and institutional knowledge provided by the former Director of Buildings and Grounds. The 10-year plan was updated again this spring to reflect:

- Removal of completed projects
- Planned 2023-2024 projects
- Additional/new information regarding grounds and pool maintenance needs
- Addition of technology-related capital projects
- Focus on highest need priorities over the next five years to better balance financial resources with needs

The total anticipated expenditures over ten years declined from $13,238,220 to $13,076,820 due primarily to removal of projects completed using capital referendum funds and, for financial purposes, shifting out initiation of a replacement cycle for finishes (i.e. carpet, paint, cabinetry, etc). These changes were partially offset by the new items noted above. In making these changes, the District divided anticipated expenses into two categories:

1. *Essential Infrastructure Expenses:* Expenses incurred to maintain infrastructure that, if not completed, would comprise the integrity of our buildings and their ability to perform basic functions. This includes roof maintenance, heating and cooling, plumbing and electrical systems.
2. *Quality Maintenance Expenses:* Expenses incurred to replace or update equipment and other building components that, if not completed, would reduce the quality and functionality of our buildings and grounds, but would not render them completely unusable. This includes periodic replacement of items such as phone systems, wireless access and other technology infrastructure, finishes (flooring, paint, ceilings, etc), athletic fields, casework, and miscellaneous other improvements.

Essential infrastructure expenses were included based on the anticipated schedule of needs. A significant portion of these expenses are related to upcoming roofing replacements. It should be noted that the District's roofing consultant has projected increases to these costs by as much as 150%. At this time, we are not reflecting this increase in our numbers. Because of the sizable financial impact, we are instead exploring alternative roofing solutions.

The following 2023-2024 projects are included:

- Replacement of the VHE pool pumps and filtration system
- Tuckpointing on the VHE pool building

- Replacement of one section of the SIS roof and 50% of the Atwater roof
- Repair of the SIS air handling unit
- Allowances for repair or replacement of miscellaneous prioritized items

Fiscal impact:
The District has three current and one proposed potential sources of funding for capital projects:

- **Fund 10.** The District always has the option of using general operating funds to pay for capital improvements. Currently, the District allocates a total of $95,000 per year for building repairs. However, the vast majority of these funds are used for minor, non-capital repairs that are not reflected in the 10-year projections.
- **Fund 41.** Fund 41 is specifically designated for capital maintenance expenses and, in 2019, following voter approval, the District began setting aside $275,000 per year in Fund 41. Since then, and while completing the capital referendum-funded renovations, the District has not needed to draw significantly on these funds and has accrued a current balance of $1,057.200. Funds designated for Fund 41 must be allocated prior to the start of the fiscal year and approved as part of the tax levy.
- **Fund 80.** Fund 80 may be used for capital projects that specifically benefit the Shorewood community. The VHE pool building, community fitness center, and certain athletic fields are primarily used for recreational purposes and can therefore be maintained and improved using Fund 80. The District has set aside a portion of the Fund 80 tax levy specifically for this purpose.
- **Fund 46 (proposed).** Fund 46 serves a similar purpose to Fund 41, but does not require funds to be added to be designated prior to the start of the fiscal year. Rather, these funds can be allocated at the end of the year. This allows the District to adjust the anticipated contribution amount in the event that general operating expenses either exceeded or fell short of the projected budget.

The District proposes leveraging these funds as follows:

Fund 41 - Primary source for Essential Infrastructure Expenses. The attached plan designates all items the District considers the most essential for funding out of Fund 41. The ten-year total of these expenses is projected at $7,876,320.

Fund 46: Primary source for Quality Maintenance Expenses. The attached plan designates items that the District considers important, but with repair and replacement timelines that can be extended if our financial situation requires it. Though the District does not intend to or

recommend extending these timelines, as the cost could therefore accumulate significantly, the District has greater flexibility in determining annual replacement priorities.

Fund 80: Primary source for repairs and maintenance of buildings and grounds with heavy community use.

Fund 80 currently had a balance of $827,643 at the end of fiscal year 2022 and, using last fiscal year's growth as an indicator, is projected to grow to $1,166,181 by the end of the current fiscal year. The District aims to maintain the Fund 80 balance at approximately 25% of expenses, which equates to $418,181. This leaves $748,00 to fund capital improvements. This is adequate to cover 100% of anticipated expenses over the next five years. The District anticipates adding additional funds to the balance over that period in order to fund other, future expenses.

In order to fully fund anticipated expenditures in Funds 41 and, if approved, Fund 46, the District will need to allocate additional funds to these accounts over the next ten years. The chart below shows the District's proposed annual allocations to Funds 41 and Fund 46:

	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
F41 Current Allocation	275,000	275,000	275,000	275,000	275,000	275,000	275,000	275,000	275,000	275,000
F41 Addtl Allocation		600,000	600,000	600,000	500,000	500,000	500,000	500,000	500,000	500,000
Total Annual F41 Allocation		875,000	875,000	875,000	775,000	775,000	775,000	775,000	775,000	775,000
F46 Addtl Allocation	100,000	200,000	250,000	300,000	300,000	300,000	350,000	400,000	500,000	575,000
Total ADDTL Both Funds	100,000	800,000	850,000	900,000	800,000	800,000	850,000	900,000	1,000,000	1,075,000
Grand Total All Funds	375,000	1,075,000	1,125,000	1,175,000	1,075,000	1,075,000	1,125,000	1,175,000	1,275,000	1,350,000

The additional allocations to Funds 41 and 46 leverage the potentially available operating funds shown in the District's five-year projections. Based on those projections, the District would still maintain a fund balance of greater than 25%, while directing needed investment to the District's maintenance expenses. Over the course of the next ten years, the District proposes to work towards an annual contribution amount that reflects the average annual cost of our ten year needs, is approximately 1% of our total property value, and reflects a building life cycle of 111 years.

The information presented above reflects anticipated expenses and a proposed funding plan based on the District's best estimate of future conditions. Timelines will likely change as buildings and systems do not always age as evenly as anticipated and some repairs may be required sooner or later than anticipated. The District anticipates providing an updated projection to the Board on an annual basis.

If the Board of School Directors is amenable to the proposed financing plan, the District will bring a resolution authorizing the establishment of a Fund 46 along with a budget proposal that includes the allocations outlined above to the May 25th meeting.

Attachment(s):
SSD 10-Year Capital Maintenance Plan, Rev 5/9/23

Shorewood
SCHOOL DISTRICT

Results Monitoring Document
R-4 Wellness

Certification of the Superintendent: ***With respect to Results 4 (Wellness), taken as a whole, the superintendent certifies that the proceeding information is accurate and complete, and is:***

_____ Making reasonable progress toward achieving the desired results
_____ Making reasonable progress with the exceptions noted
_____ Failing to make reasonable progress
__X___ Presentation of Indicators for Approval
_____ Presentation of Baseline Data for Approval

Signed: _____, Superintendent Date: May 9, 2023

Executive Summary

This revised report reflects the Board indicators for R4 discussed at the April 25 Board meeting, as well as corrections and revisions to data benchmarks for approval. The information reflected in this report refers to district-wide data that will serve as indicators of District performance and progress toward strategic and operational goals that address overall student wellness in future years, and provide an opportunity to examine trends and comparisons to prior years, as well as to relevant state and national benchmarks.

Supporting student wellness and well being is a top priority. While indicators for R4 will be limited to those that most accurately reflect progress in terms of levels, trends and comparison, the District can provide additional survey results to supplement the School Board's understanding of other factors that influence student wellness among student groups (e.g. diet, food security, self harm, screen time, focus/attention, school safety).

To review, the District will continue to use annual School Perceptions Survey data to report on Board indicators that reflect self-expression, emotional development and mental health, generally. These new data tools will be added to R4, beginning with the 2023-2024 school year:

- Data from the bi-annual Youth Risk Behavior Survey (YRBS) related to school connectedness, mental health and these key risk/health behaviors: alcohol, marajuana, vaping and prescription drug use. Results in these categories from the 2022-2023 YRBS survey will be provided in the 2023-2024 R4 report, and bi-annually thereafter.
- Social Academic and Emotional Behavior Risk Screener (SAEBRS) fall assessment window data related to social behavior, academic behavior and emotional behavior. This screener also aligns to our Social and Emotional Learning instruction including Growth Mindset and Goal-Setting, Emotion Management, Empathy and Kindness and Problem-Solving.

Highlights: Not Applicable

Analysis: Not Applicable

Disposition of the Board: ***With respect to Results 4 (Wellness), the Board:***

_____ Making reasonable progress toward achieving the desired results
_____ Making reasonable progress with the exceptions noted

_____ **Failing to make reasonable progress**

Summary statement/motion of the Board:

_____

_____

_____

Signed: _____, Board President **Date: _____**

Definition of Terms

- **Annual School Perceptions Student Survey:** This survey is done annually in the spring and covers various aspects of the student experience in all of our schools. It is given to students in grades 4 through 12.
- **Youth Risk Behavior Survey (YRBS):** This survey is given out every other year and asks very pointed questions of students in grades 6-12. This survey goes much deeper into risky behavior than our annual students survey.
- **Social and Academic Emotional Behavior Risk Screener (SAEBRS)**: This survey will be administered to staff and students three times per year to assess Social, Academic and Emotional Behaviors that students may display indicating either individual risk, overall risk or classroom risk. This screener will allow us to see trends across student, grade, classroom and building level and better address needs depending on the results in each area.
    - Social Behavior: reciprocal social relationships, social awareness and cooperation with others
    - Academic Behavior: academic enabling skills related to preparation, planning, production and work toward achieving goals
    - Emotional Behavior: self-management of emotions, awareness of emotions and reactions to others

R-4 Wellness

Students will develop and maintain habits that contribute to personal wellness

Superintendent Interpretation:

The board values social, mental and physical well-being for all students.

Develop and Maintain Habits: shall mean students, as age appropriate, understand how their decisions contribute to their well-being.

Personal Wellness: shall mean social, mental and physical well-being.

	Superintendent	**Board**
R-4.1 ~~Appropriately express and manage emotions~~ Feel a sense of belonging and connection in their school community	**Making Reasonable Progress** **Making Reasonable Progress with Exceptions** **Not Making Reasonable Progress**	**Making Reasonable Progress** **Making Reasonable Progress with Exceptions** **Not Making Reasonable Progress**

Superintendent Interpretation:

~~***Appropriately Express Emotions:*** shall mean effectively and respectfully communicating feelings and needs to others.~~

~~***Manage Emotions:*** shall mean students are able to appropriately control their behaviors.~~

Sense of belonging*:* shall mean that students feel welcome and an integral part of the school community.

Connection in school community: shall mean students have relationships with adults in school buildings and are engaged in school academically and/or socially

Superintendent Indicator 1:

- The ~~district average of students that~~ percentage of District students who "Always" or "Usually" agree with the following statements on the annual School Perceptions student survey is within 0.2% of previous year: ~~to comparative school districts' average on the following questions and overall "Index"~~:
  - "My classmates care about me."
  - "I feel ~~like~~ I belong at this school."
  - "I participate in one or more clubs, sports ~~or~~ and activities."
  - "There is at least one adult in my school that I can talk to about a personal problem."
  - ~~Overall Index~~

Evidence:

Superintendent Indicator 2 (Bi-Annual):

- The ~~average~~ percentage of students that "Agree" or "Strongly Agree" on the bi-annual Youth Risk Behavior Survey (YRBS) is greater than or equal to 80% across grade levels.
  - "I feel like I belong at this school"
  - "My teachers really care about me"

Evidence:

Superintendent Indicator 3:

- The ~~average~~ percentage of students from the fall assessment window that score within the low risk range in the Social Behavior domain is greater than or equal to 80% across grade levels on both the SAEBRS (teacher report) and mySAEBRS (student report).

Evidence:

Superintendent Indicator 4:

- Percentage of grade 7-12 students that are participating in at least one extra-curricular sport, club or other extra-curricular activity.

Evidence:

	Superintendent	Board
R-4.2 ~~Identify and manage stress, including maintaining reasonable balance between and among competing demands~~. Maintain a healthy body and mindset.	**Making Reasonable Progress** **Making Reasonable Progress with Exceptions** **Not Making Reasonable Progress**	**Making Reasonable Progress** **Making Reasonable Progress with Exceptions** **Not Making Reasonable Progress**

Superintendent Interpretation:

The board values student engagement in healthy lifestyles.

Healthy body: *shall mean a mix of a balanced diet, regular exercise, quality sleep, and a healthy lifestyle*

Healthy mindset: *shall mean viewing challenges as growth opportunities; demonstrating flexibility and perseverance*

Superintendent Indicator 1:

- ~~Percent of 7-12 students that are participating in at least one extra-curricular sport.~~

The average percentage of students from the fall assessment window that score within the low risk range in the Academic Behavior Domain on the SAEBRS (teacher report) and mySAEBRS (student report) is greater than or equal to 80% across grade levels.

Evidence:

Superintendent Indicator 2:

- The ~~district average of students that~~ percentage of District students who "Always" or "Usually" agree with the following statements on the annual School Perceptions student survey is ~~greater than or equal to comparative school districts average on the following questions is~~ within 0.2% of previous year:
  - I exercise at least 3 times per week
  - I have a healthy lifestyle
  - I get enough sleep most nights
  - I make healthy eating choices most of the time

Evidence:

Superintendent Indicator 3:

- The ~~district average of parents~~ percentage of District parents who ~~that~~ responded that we are doing "Good" or "Great" on the annual School Perceptions parent/community survey in the area "Fostering students' physical wellness" is within 0.2% of previous year.

Evidence:

Superintendent Indicator 4: (Bi-Annual)

- ~~Percent of 7-12 students that are getting a "C" or better in their physical education courses.~~

- The ~~average~~ percentage of students that report on the bi-annual Youth Risk Behavior Survey (YRBS) affirmatively to 0-1 days for each of the following, is greater than or equal to 80% across grade levels:
  - ~~During the past 30 days, on how many days did you: smoke cigarettes~~
  - During the past 30 days, on how many days did you: use an electronic vapor product
  - During the past 30 days, on how many days did you: have at least one drink of alcohol
  - During the past 30 days, on how many days did you: use marijuana
  - During your life, how many times have you: taken an over-the-counter drug to get high?
  - During your life, how many times have you: taken prescription pain medicine without a doctor's prescription or differently than how a doctor told you to use it?

Evidence:

	Superintendent	Board
R-4.3 ~~Understand and avoid risky behaviors.~~ Understand and regulate their emotions to cope effectively with stress	**Making Reasonable Progress** **Making Reasonable Progress with Exceptions** **Not Making Reasonable Progress**	**Making Reasonable Progress** **Making Reasonable Progress with Exceptions** **Not Making Reasonable Progress**

Superintendent Interpretation:

~~The board values students making healthy choices that keep them and others safe from harm.~~

~~***Understand Risky Behaviors:*** shall mean students know about unhealthy/unsafe choices.~~

~~***Avoid Risky Behaviors:*** shall mean students know how to make healthy/safe choices.~~

The board values the ~~mental~~ emotional well-being of all students and when students are able to navigate stress..

Understanding Emotions*: shall mean recognizing and communicating the feelings of self and others through verbal and non-verbal communication in respectful ways.*

Regulating Emotions: *shall mean understanding and using strategies to self-monitor and manage emotions (e.g. stress, impulses, motivation) in a manner sensitive to self and others.*

Superintendent Indicator 1:

- The ~~district average of students that~~ percentage of District students who "Always" or "Usually" agree with the following statements on the annual School Perceptions student survey is ~~greater than or equal to comparative school districts average~~ within 0.2% of the previous year ~~on the following questions~~:
  - "When I feel stressed, I know how to cope."
  - "I am able to get through challenging times."
  - ~~"There is at least one adult in my school that I can talk to about a personal problem."~~

Evidence:

Superintendent Indicator 2:

- ~~Percent of 7-12 students that are participating in at least one extra-curricular sport.~~
- The ~~average~~ percentage of students from the fall assessment window that score within the low risk range in the Emotional Behavior Domain on the SAEBRS (teacher report) and mySAEBRS (student report) is greater than or equal to 80% across grade levels.

Evidence:

Superintendent Indicator 3: (Bi-Annual)

- ~~Percent of 7-12 students that are participating in at least one extra-curricular sport.~~

The ~~average~~ percentage of students that report on the bi-annual Youth Risk Behavior Survey (YRBS) their agreement to the following items occurring within the last 12 months, is less than or equal to 20% across grade levels:

- Had significant problems with feeling very anxious, nervous, tense, scared or like something bad was going to happen
- Ever felt so sad or hopeless almost every day for two weeks or more in a row that you stopped doing some usual activities

Evidence:

~~**R-4.4 Practice behaviors that encourage physical health**~~	**Superintendent**	**Board**
	Making Reasonable Progress	**Making Reasonable Progress**
	Making Reasonable Progress with Exceptions	**Making Reasonable Progress with Exceptions**
	Not Making Reasonable Progress	**Not Making Reasonable Progress**

~~**R-4.5 Understand the value of good nutritional habits**~~	**Superintendent**	**Board**
	Making Reasonable Progress	**Making Reasonable Progress**
	Making Reasonable Progress with Exceptions	**Making Reasonable Progress with Exceptions**
	Not Making Reasonable Progress	**Not Making Reasonable Progress**

Disposition of the Board: ***With respect to Results 4 (Wellness), the Board:***

_____ Making reasonable progress toward achieving the desired results
_____ Making reasonable progress with the exceptions noted
_____ Failing to make reasonable progress

Summary statement/motion of the Board:

Signed: _____, Board President **Date: _____**

EXECUTIVE SUMMARY
FOR THE SHOREWOOD SCHOOL BOARD

Topic: Food Service Management Company Award Recommendation
Date: April 27, 2023
Prepared by: Heather Heaviland

___ Information only
___ Presentation/discussion
_X_ Discussion/action by board of education
___ Presentation/action next meeting

Purpose: To recommend that the School Board award the Food Service Management Company (FSMC) contract to Aramark.

Background: Wisconsin public school districts who contract with a Food Service Management Company (FSMC) are required to complete an RFP process to identify a vendor every five years. School Nutrition Services, a division of the Department of Public Instruction, provides specific guidelines for the process, including RFP language and exhibits, evaluation criteria, bidders to include, and procedural steps. After approval of the RFP document, the District invited all FSMC's known to operate in the state of Wisconsin (18 total) to submit a response. Two vendors participated in a pre-proposal site visit and one vendor, Aramark, submitted a proposal.

Aramark's proposal included several appealing factors, including:

- Expansion of the Fork Farms hydroponic garden program;
- Formation of student advisory food councils to provide feedback on the food program;
- Nutrition and wellness education;
- Tasting events, marketing and branding to increase utilization of program;
- Guaranteed financial results that include a net positive return for the District.

Fiscal impact: Based on the projections provided by Aramark and the return guarantee, the District will receive a gain of approximately $60,000 or greater each year. These funds can be reinvested in the food service program to provide further enhancements.

Attachment(s):
Aramark Proposal
FSMC Contract

Food Service Management Company
Cost Reimbursable Template Contract
Wisconsin Department of Public Instruction

PI-6306 (Rev. 10/22) October 2022

Request for Proposal (RFP)

Invitation to Submit Proposal for
Food Service Management Company (FSMC)

RFP Reference Number: **SSD2023**

RFP Release Date: February 22, 2023

Completed sealed proposals must be submitted
no later than April 10, 2023 by 4:00 PM CST

RFP Issued By

Shorewood School District
1701 E Capitol Drive
Shorewood, WI 53211
Heather Heaviland
Director of Business Services
414-963-6911

Read SOLICITATION carefully!

(Cover Page)

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Schedule of Events

Event Type	Event Date	Event Time
RFP Release Date (Public Notice)	2/22/2023	
Deadline for Pre-Proposal Conference questions	3/9/2023	4:00 AM
*Pre-Proposal Conference and Site Visit	3/16/2023	10:30 AM
Deadline for submission of Final Questions *No questions will be accepted after this date/time.*	3/20/2023	5:00 PM
Answers to Questions Provided	3/24/2023	5:00 PM
Deadline for Submission of Sealed Proposal	4/10/2023	4:00 PM
Proposals Opening	4/11/2023	8:00 AM
Proposals Evaluation Completed by	4/21/2023	
Approval of Winning Proposal (Board Meeting)	6/13/2023	
Notice of Intent to Award Sent to Selected FSMC	6/14/2023	
Contract Signing	6/30/2023	
Anticipated Start Date of Selected FSMC	7/1/2023	

* Reference instruction in the Pre- Proposal Conference and Site Visit of the RFP for additional instructions and requirements.

** 10 days before Pre-Proposal Conference and Site Visit.

*** 10 days after Pre-Proposal Conference and Site Visit.

The SFA will use its best efforts to adhere to the Schedule of Events. However, the SFA reserves the right to amend the schedule, as it deems necessary, and will post a notice of said amendment.

Definitions

For purposes of this RFP, the following definitions, which are consistent with the federal Child Nutrition Programs' regulations, apply:

Applicable credits shall have the meaning established in 2 CFR §200.406, applicable credits.

Awarded contract is the agreement between the SFA and Selected FSMC that submitted a winning proposal in response to the SFA's RFP. The awarded contract is used by the Selected FSMC to provide the SFA with the services outlined in the RFP.

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.

Fixed fee means an agreed upon amount that is fixed at the inception of the contract. In a cost reimbursable contract, the fixed fee includes the contractor's direct and indirect administrative costs and profit allocable to the contract.

Contractor means a commercial enterprise, public or nonprofit private organization, or individual that enters into a contract with a SFA.

Nonprofit school food service account means the restricted account in which all of the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.

Offeror is a commercial FSMC that submits a proposal in response to this RFP.

Selected FSMC is an offeror that submitted the successful proposal to this RFP and is awarded a contract as a result of this RFP.

"RFP" or "Request for Proposal" means a group of documents provided by SFA to Offeror that explain the products and services required and how to respond to the request. This group of documents include:

1. Requirements as described in the RFP
2. Terms and conditions as outlined in this RFP
3. Pricing (paper and electronic copies)
4. Any and all Addenda or special written provisions specified by SFA after the issuance of this RFP
5. Offeror's Certifications, which must be completed, signed by an authorized representative of Offeror, and other required information
6. Additional required documents
7. Addenda or other terms and conditions added to this RFP by Offerors will not be considered a part of the awarded contract

Procedural and Submission Requirements

A. Description

This RFP is being issued for the purpose of entering into a contract for the management of food service program operations for Shorewood **School District** hereinafter referred to as the ***School Food Authority (SFA).***

The Food Service Management Company (FSMC) submitting a proposal will be referred to as the ***"Offeror"***, and the "***awarded contract***" will be between the winning Offeror (herein referred to as the "***Selected FSMC***") and the SFA.

This RFP seeks "Proposals" from FSMCs willing to operate the SFA's food service program at all facilities operated by the SFA. The FSMC will provide onsite management and operational support for the SFA food program. Services include but are not limited to consulting, purchasing, receiving, storing, preparation, setting up cafeteria lines, counter service, cleanup, sanitation, training, hiring and supervising personnel, and presenting food in a way to create optimum student participation. The program will include the use of USDA Foods provided through the Wisconsin Department of Public Instruction's Food Distribution Program.

Catering activities are outside of the fee structure on the awarded contract.

B. Proposal Submissions

1. **Submission of proposal deadline**: 4:00 PM (CST) on 4/10/2023
   time *month/day/year*

   No consideration will be made for Proposal(s) received after this date and time listed above. The SFA reserves the right to retain all Proposals for a period of at least sixty (60) days and to reject any and all Proposal(s) or parts of a Proposal and to waive any informalities and/or irregularities contained with a Proposal.

2. **Proposals are to be submitted to this address**

Name of Agency	
Shorewood **School District**	
Mailing Address	Physical Address
1701 E Capitol Drive	1701 E. Capitol Drive

3. **Submission Instructions**

Deliver a complete proposal package in a sealed envelope labeled as follows:

- RFP ID number and/or title
- Original or Copy (as applicable)
- Envelope number (i.e., 1 of 3)
- Date
- Offeror's Name and Address

Submit one (1) original and three (3) copies of the complete Proposal package.

During the Proposal evaluation process, the evaluation team may need to clarify items in an Offeror's Proposal. As a result, Offeror's Proposal must include contact information for the person who will be representing the Offeror through the process. Offeror should at a minimum provide proposal contract person's name, title, address, phone number, and email. Furthermore, Offeror may need to provide proof of authority of the person signing and submitting the Proposal. This will need to be available upon request from SFA. The Offeror is responsible for delivering the complete Proposal package in a sealed envelope along with the requisite copies to the correct location before the Proposal deadline.

4. **Late Proposals**

Any proposal received after the exact time specified for receipt in section E. Public Opening of this RFP will not be considered.

5. **Public Opening**

Public opening will be at: 8:00 AM (CST) on 4/11/2023
time *month/day/year*

Public opening will take place at: 1701 E Capitol Drive, Shorewood, WI 53211
address

6. **Pre-Proposal Conference and Site Visit**

A meeting with interested FSMCs to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials will be on 3/16/2023 at 10:30 AM at the following location 1701 E Capitol Drive, Shorewood, WI 53211.

a. **Pre-Proposal Conference and Site Visit:** All FSMCs that intend to respond to this RFP are to attend the Pre-Proposal Conference and Site Visit. Pre-Proposal Conference and Site Visit will occur during normal operating hours in order to provide Offerors optimal information needed to make a competitive proposal.

b. **Questions for Pre-Proposal Conference and Site Visit**: Submit in writing questions regarding the RFP by 4:00 AM CST on 3/9/2023 to Heather Heaviland via (000) 000-0000 (fax number) or hheaviland@shorewood.k12.wi.us. SFA will acknowledge receipt of questions no later than 3/24/2023 CST on 5:00 PM.

1) Questions submitted prior to the Pre-Proposal Conference and Site Visit will be answered at the Pre-Proposal Conference and Site Visit.

2) Questions from the floor at the Pre-Proposal Conference and Site Visit must also be presented in writing. These questions may or may not be answered at the Pre-Proposal Conference and Site Visit.

3) All questions will be answered in writing after the meeting and sent to all individuals that signed in at the Pre-Proposal Conference and Site Visit.

c. **FSMC Presentations**: FSMC presentations will not be scheduled at this time.

d. **Written communication**: Written communication will override any verbal communication between any FSMC and SFA.

7. **Written Inquires**

All communication should be directed to:

Contact Person *First & Last Name*	Contact Person's Title		
Heather Heaviland	Director of Business Services		
Address	City	State	Zip
1701 E Capitol Drive	Shorewood	WI	53211
Email Address	Phone No. *Area Code/No.*	FAX No. *Area Code/No.*	
hheaviland@shorewood.k12.wi.us	414-963-6911	(000) 000-0000	

Email is the preferred form of communication. (Note: School's email systems have very restrictive security systems. If a response has not been received within two (2) business days, contact Heather Heaviland at _414-963-6911. Any inquiries, disputes, or requests concerning interpretation, additional clarification, or additional information pertaining to the RFP must be made in writing and received by the following date 3/20/2023.

Routine procedural questions will be answered as promptly as practicable; examples of routine procedural could include clarification of the address for proposal submission, key dates and timelines, etc. Substantive questions will be compiled and both questions and answers provided to all Offerors prior to the RFP due date. Examples of substantive could include clarification of discrepancies or errors. A written response no later than the following date 3/24/2023 will be issued; a written addendum is the only official method whereby interpretation, clarification, and additional information can be given. Once issued, all addenda shall become part of this RFP and must be acknowledged on the submitted proposal. All addenda will be issued electronically to each Offeror known by the SFA who has requested a copy of the RFP.

Before submitting a Proposal, it shall be the responsibility of each Offeror to contact Heather Heaviland at hheaviland@shorewood.k12.wi.us, prior to the Proposal due date to determine whether additional addenda were issued.

8 **Discussions/Negotiations**

By requesting of a copy of the RFP and subsequent submission of a Proposal, the Offeror agrees that during the period following issuance of the Proposal and prior to notification of intent and/or award of the awarded contract, Offeror will not discuss this procurement with any party except the designated contact person identified in this RFP. The SFA reserves the right to reject any and all Proposals and to cancel this RFP if it is in the best interest of the SFA. The SFA shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the Offeror's response to this RFP.

The SFA reserves the right, at any time after opening and prior to award, to request from any Offeror clarification, address technical questions, make site visits, review past performance, or seek or provide other information regarding Offeror's Proposal. This process may be used for such purposes as providing an opportunity for Offeror to clarify the Proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility of Offeror. The SFA will not consider information received if the information materially alters the content of the Proposal or alters the type of goods and services Offeror is proposing to the SFA. An individual authorized to legally bind Offeror shall sign responses to any request for clarification.

The SFA reserves the right to contact provided references and other references to assist in Proposal evaluation, to verify information contained in the Proposal, and to discuss Offeror's qualifications including capabilities and performance under other contracts.

Issuance of this RFP in no way constitutes a commitment by the SFA to award any contract or agreement. This RFP is designed to provide Offeror with the information necessary to prepare a competitive Proposal. It is not intended to be comprehensive, and each Offeror is responsible for determining all factors necessary for submission of a comprehensive Proposal. An RFP may be rejected for various reasons, including but not limited to any one of the following reasons:

a. Offeror fails to deliver the Proposal by the due date and time.

b. Offeror fails to respond to the SFA's request for information, documents, or references within the time specified.

c. Offeror's response limits the rights of the SFA.

d. Offeror's response materially changes a product or service requirement.

e. Offeror fails to include information necessary to substantiate that it will be able to meet a product or service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.

f. Offeror provides misleading or inaccurate responses.

g. Offeror initiates unauthorized contact regarding the RFP with the SFA or employees/agents of the SFA.

h. Offeror presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.

i. Distributor fails to include any signature, certification, authorization, stipulation, disclosure, guarantee or other item requested in this RFP.

9. **Fair and Open Competition**

This RFP is intended to promote fair and open competition. If the language, specifications, terms, and conditions or any combination thereof restricts or limits the requirements in this RFP to a single source, it must be the responsibility of the interested Offeror to notify the contact person identified in this RFP, in writing, so as to be received within five (5) business days after the date the RFP is issued by the SFA. The RFP may or may not be changed, but a review of such notification will be made prior to the award of Contract(s).

Awarding of the Contract

To be considered, Offeror must submit a complete response to this RFP ***using the forms provided.*** Proposals determined to be overly responsive may be returned to Offeror and not considered for the Awarded Contract. Offerors should limit Proposal responses to what is required and requested in this RFP. No other documents submitted with the Proposal will affect the contract provisions contain herein, and there may be no modification to the contract language.

Award shall be made to the qualified and responsible Offeror who submits a timely and responsive Proposal to this RFP. A responsible Offeror shall have financial, technical, and other resources which indicate an ability to provide products and perform the services required by this RFP.

Offeror and/or their authorized representatives are expected to fully read this RFP and be fully acquainted with all the terms and conditions, requirements, and specifications before submitting a Proposal; failure to do so will be at the Offeror's own risk. Failure or omission of Offeror to be familiar with existing conditions shall in no way relieve the company of obligation with respect to this RFP. The SFA is not liable for any cost incurred by the Offeror prior to the signing of the awarded contract by all parties. Paying the Selected FSMC from the Child Nutrition Program (CNP) funds is prohibited until the Awarded Contract is signed.

If additional information is required, contact Heather Heaviland at hheaviland@shorewood.k12.wi.us.

A. Awarded Contract

The Awarded Contract shall be for a period of up to one year, beginning on July 1, 2023 and ending on June 30, 2024, with up to four (4) one- (1)-year renewals with mutual agreement between the SFA and the Selected FSMC.

The Awarded Contract between the SFA and the Selected FSMC shall be a combination of the specification, terms and conditions of the RFP; Selected FSMC Proposal, attachments to the Proposal and any written clarifications or changes made by SFA and in accordance with the provisions herein; see section *Exception and Deviations* for additional details.

Exceptions should be explicitly noted in Offeror's Proposal. Lack of exceptions listed on an Offeror's Proposal will be considered as acceptance of all of the specifications including terms and conditions and other requirements as presented in this RFP.

Any exceptions noted in Proposal will be evaluated after the due date and Proposal opening. No exceptions, addendums, amendments, or other changes will be allowed thereafter unless required by federal, state, or local regulations or needed to allow for program performance under the Awarded Contract. The only planned amendments will be the amendment to renew the Awarded Contract. This amendment will be presented to the contractor by the SFA at the time of renewal. Renewal of Awarded Contract does not constitute an offer by SFA for additional amendments of terms and conditions over and beyond the fees listed in the renewal amendment.

Any proposed terms and conditions listed in Offeror's Proposal may be considered by SFA. However, such proposed terms and conditions may render Proposal non-responsive and ineligible for evaluation of the Awarded Contract. Furthermore, any accepted proposed terms and conditions related to costs will be added to the overall costs proposed in Offeror's Proposal. This is the only way to fairly evaluate and compare exceptions to SFA's terms and conditions by an Offeror and another Offeror which accepted SFA's terms and conditions without exceptions.

In the event of an amendment to the Awarded Contract, both parties must mutually accept and sign the amendment, which will then be review by DPI before becoming effective. SFA must be the originator of the amendment. *Amendment presented by Selected FSMC will be denied.* Awarded Contract, addendums, or amendments is limited to assuring compliance with federal and state procurement requirements.

B. DPI Legal Disclaimer

The DPI does not review or judge the fairness, advisability, or efficiency of fiscal implications of the contract. DPI is not a party to any contractual relationship between the SFA and Selected FSMC. DPI is not obligated, liable or responsible for any action or inaction taken by the SFA or Selected FSMC based on this template contract and subsequent changes and/or amendments to this RFP or subsequent Awarded Contract.

C. Exception and Deviations

The terms and conditions contained in this RFP will be included in the resulting Awarded Contract. SFA does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Failure to accept the terms and conditions may result in Offeror's Proposal being deemed to be nonresponsive. Nonetheless, if an Offeror must take exception(s) to a specific term or condition, the Offeror shall provide the requested information for each exception in the following format and attaching it to the Offeror's Proposal and labeling is as "*Offeror's Exceptions and Deviations*".

All exceptions must be approved by the SFA and reviewed and approved by DPI prior to acceptance by the SFA. All exception(s) must be included with Offeror's Proposal.

No exceptions or deviations will be considered after the due date of the Proposals unless allowable as described in the RFP. This includes amendments and addendums typically requested by

FSMCs after the awarding of the contract which includes additional fee structures, clarifications, and FSMC's terms and conditions. Only exceptions listed in Offeror's Proposal will be considered for inclusion in the Awarded Contract.

Format for submitting exceptions and deviations:

Offeror's Exceptions and Deviations: Name of FSMC

No.	Section, Subsection, Exhibit, or other	Exception Taken	Reason for Exception	Proposed Language	Impact on Proposal Cost and/or Risk

Name of Offeror *First & Last*	Title of Offeror

Authorized Signature	Date Signed *Mo./Day/Yr.*
➢	

D. Overly Responsive Proposal

To ensure maximum open and free competition Offeror's Proposal must not be overly responsive. If Offeror's Proposal is deemed to be overly responsive, the Proposal may not be considered for evaluation for the Awarded Contract. When responding to this RFP, Offeror must confine its proposal to the requirements of this RFP.

Examples of overly responsive Proposals:

- Respondent offers a guarantee which was not requested in the original RFP,
- Respondent offers incentives over and beyond those required by the RFP document (such as scholarships or "free" equipment) to entice a SFA to select its Proposal for the Awarded Contract, or
- Respondent offers to provide discounts or supplement funding for Point of Sale (POS) equipment when POS equipment was not sought in the original RFP document. If such items were not required in the RFP document, then the offer would be considered overly responsive.

The Awarded Contract will be made to the highest-scoring, responsible Offeror that is both capable of providing the products and services described in this RFP and submits a responsive Proposal that can meet all specifications of the entire RFP. Goods, products, or services offered in a Proposal above and beyond what is requested in this RFP shall not be factored into the scoring evaluation. The Award Contract decision will be based on the criteria outlined in this RFP and not on any additional factors the respondent has chosen to add.

E. Method of Award

Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this RFP. The SFA evaluation team will review the Proposals using the evaluation criteria found in this RFP. In addition, the evaluation team will conduct a pre-award audit and check references.

The SFA will award each Proposal independent of other Proposals. As part of the evaluation process, the SFA may request samples of meals or other products and services.

F. RFP Estimations

Quantities reflected in this RFP are estimates based on the SFA's combined projected claims for the 2022-23 and projected increases or decreases based on the new federal guidelines and anticipated

student participation in the SFA's food service. These quantities are the best estimate of anticipated needs available at the time of publication of this RFP, but the accuracy of this estimate may be affected by numerous factors including but not limited to, budgetary adjustments, meal pricing, availability of federal funds or other subsidies, changing market forces, or unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided.

G. Evaluation Criteria

Summary of evaluation criteria:

Weight	Criteria
30 points	Cost/Financial Proposal
5 points	Transparency and Reporting of Rebates, Discounts, and Credits
5 points	Guarantees to Food Service Account
10 points	Experience, References and Service Capability
0 points	Financial Condition/Accounting Reporting Systems
20 points	On-site Manager: Food Service Director/Overall Staffing Plan
10 points	Professional Development/Training Opportunities
5 points	Promotion of the School Food Service Program
10 points	Involvement of Students, Staff and Patrons
10 points	Menu Selection, Use of USDA Foods, Food Quality, and Portion Sizes (if the 21-day cycle menu is developed by the Offeror)

TOTAL POINTS: 105

The maximum possible points is listed next to each criterion. Evaluation and scoring of Proposals will be based on the assignment of points by the evaluation team and totaled for a final score which will be used for awarding the contract. Only responsive Proposals will be considered for evaluation. For a Proposal to be considered responsive, the Offeror will need to read the entire RFP and provide documentation and information required by all sections of the RFP including attachments. The evaluation team will evaluate all qualifying proposals. The evaluation team will evaluate documentation and information requested throughout the RFP and recommend contract award using this documentation and information including the following evaluation criteria as described below:

Cost/Financial Proposal: 30 points

- Minimum requirements for proposal evaluation
- Proposal with the most competitive financial package proposed will receive highest number of points; all other proposals will receive fewer points based on financial package and costs proposed.
- Financial package includes completion of all attachments and any other information requested in this RFP including but not limited to the following: Projected Operations—Expenditures, Labor Worksheet—FSMC, Fringe Benefit Cost Work Sheet—FSMC, Equipment (expendable and nonexpendable) Costs, and Implementation Costs.
- Documents required for evaluation of criteria
  - Offeror must complete and submit all financial and cost attachments to this RFP and any other documentation that would affect final end of year outcomes.
  - Proposal must include a detailed staffing plan.
  - Proposal must include a two (2) year SFA food service revenue and expenditure operating statement budget projection.

Transparency and Reporting of Rebates, Discounts, and Credits: 5 points

- Minimum requirements for proposal evaluation

- See section regarding reporting of rebates, discounts, and credits.
- Documents required for evaluation of criteria
  - See section regarding reporting of rebates, discounts, and credits.

Guarantees to Food Service Account: 5 points

- Minimum requirements for proposal evaluation
- Offeror may select either a "Guaranteed No Loss" or "Minimum Return".
- The guarantee options the Offeror can select are:
  - Guaranteed No Loss: The Offeror guarantees the SFA no loss for the operation of the food service program; or
  - Guaranteed Minimum Return: The Offeror guarantees the SFA a return no less than a certain dollar amount for the operation of the food service program.
  - Points will be awarded based on how favorable the conditions of the guarantee are for protecting (minimizing loss) the school's nonprofit food service account.
- Documents required for evaluation of criteria
  - If the Offeror has selected to guarantee no loss or minimum return, then the proposal must contain a description of the guarantee conditions, forecasting of cost, and settlement of losses and/or surpluses.
  - Guarantee Prohibitions: federal regulations establish allowable and unallowable costs for FSMC contracts.
  - The following are prohibited contract provisions:
- Any "guaranteed return" must remain in the nonprofit food service account.
- "Returns" cannot be contingent upon multi-year contract duration.

Experience, References, and Service Capability: 10 points

- Minimum requirements for proposal evaluation
  - Summary of experience in the following areas:
  - Implementing various strategies, processes, and systems to maximize school resources.
  - Developing staffing plans and recommendations to meet the varying needs of the SFA.
  - Reference checks; SFA will contact references seeking 80 percent favorable references.
- Documents required for evaluation of criteria
  - Must include at least five references including district names, addresses, phone numbers, and name of client administrator capable of commenting on performance. These references shall be for similar services as described in this RFP and similar size SFA.
  - Narrative describing your continuous process improvement leading to better, faster services at schools; must provide examples and how they are applicable to this SFA.

Financial Condition/Accounting Reporting Systems: 0 points

- Minimum requirements for proposal evaluation
  - Offeror must be able to demonstrate financial stability.
  - Offeror must be able to demonstration profitability for the last three years.
- Documents required for evaluation of criteria
  - Copy of FSMC annual financial report or certified financial statement from the most current year of operation, prepared by a certified public accountant.
  - Assurance with food safety requirements.

On-site Manager: Food Service Director/Overall Staffing Plan: 20 points

- Minimum requirements for proposal evaluation
  - The Food Service Director (FSD) must have an associate degree (or equivalent) with related academic major in food and nutrition or a related field, with a minimum of two (2) years of experience in a school district of similar size and operational complexity with full satellite service as SFA operating the NSLP.
  - The FSD must have proven skills in partnership with existing clients and communities.
  - The FSD must have experience with large catering events and culinary arts.
- Documents required for evaluation of criteria
  - Proposal must contain a copy of the Offerors organizational chart and a detailed plan for the administration, supervision, and staffing proposed under the specifications of this contract.
  - An Executive Chef should be included in the staffing proposal.
  - Proposal must include the actual resume and background of the person who will supervise the Resident Food Service Director and include the resume for the registered dietician.
  - The District Manager and Registered Dietician must be available to the SFA on an as-needed basis.
  - Describe how your company will ensure the best performance.
  - Describe in a narrative with supporting evidence (examples) of partnership with your client on desired initiatives.

Professional Development/Training Opportunities: 10 points

- Minimum requirements for proposal evaluation
- Provide annual training requirements for staff at all levels.
- Documents required for evaluation of criteria
  - Proposal must contain copies of training agendas or other documentation showing that at least one training was held to cover issues such as blood borne pathogens sanitary food preparation, equipment cleaning techniques, worker safety and/or annual civil rights training.
  - Proposal must include Offeror's personnel and human resource philosophy.

Promotion of the School Food Service Program: 5 points

- Minimum requirements for proposal evaluation
  - Offeror must be able to demonstration how it adds new food items and incorporates USDA Foods items into menu cycle.
  - Offeror must be able to demonstration it can increase participation including expected trends and strategies to increase breakfast and lunch participation in secondary schools.
- Documents required for evaluation of criteria
  - Include new foods or recipes that might be implemented.
  - Include examples of flexibility in the promotion of the school food service program depending on relevant desired outcomes or goals.
  - Provide evidence of partnership with your client on desired initiatives.
  - Share unique ideas for our breakfast, lunch, and ala carte programs.
  - Provide evidence that the Offeror involves employees to use their expertise and experience for innovation.
  - Demonstrate performance in promotion of the school food service program and results of past promotions.

Involvement of Students, Staff and Patrons: 10 points

- Minimum requirements for proposal evaluation
  - Provide examples from two different clients of involvement of students, staff and patrons.
- Documents required for evaluation of criteria
  - Proposal must contain examples of your efforts and results regarding involvement of students, teachers, building administrators and parents in program evaluation and selection of menus, discussion of nutritional issues, etc., also include examples of surveys and how results/requests were responded to and what actions were taken.
  - Proposal must contain documented cooperative education programs.
  - Proposal must contain examples of Offeror's experience with catering expertise including involvement in evening events and/or community events.
  - Proposal must contain examples of Offeror's experience with community engagement.
  - Proposal must contain examples of Offeror's experience of proven customer service excellence to all patrons including references to support the level of involvement.
  - Proposal must contain examples of Offeror's experience of partnership with clients and how Offeror met goals.

Menu Selection, Use of USDA Foods, Food Quality, and Portion Sizes: 10 points

- Minimum requirements for proposal evaluation
  - Offeror must be able to demonstrate experience with the following:
  - Daily entrée menu variety
  - Nutrition requirements
  - Daily secondary offering bar variety
  - Appeal and variety
  - Ability to comply with or exceed the district's nutrition policy
- Documents required for evaluation of criteria
  - Proposal must contain examples of Offeror's experience with the following:
  - Sample menus
  - Sample catering menu choices
  - Document examples of your use of USDA commodities in your menu selection
  - Provide portion quantities
  - Examples showing past successes in improving nutritional quality of school food service programs

Scope and Purpose

A. The Selected FSMC shall operate in conformance with the SFA's Permanent Agreement/Policy Statement with DPI for the selected program(s) listed below. Selected FSMC shall provide services sufficient to operate these program(s) in accordance with CNP and as required by this RFP and subsequent Awarded Contract.

The programs listed below shall be the same as those listed in Attachment M *SFA Site/Building Listing—Services to Be Provided*.

Additional program(s) may be considered in the future. The SFA will conduct a cost analysis to rule out the possibility of material changes to the Awarded Contract. If a material change is ruled out, the SFA will issue an addendum with proposed cost and fee structures for the new program for the Selected FSMC to either accept or reject. The Selected FSMC may negotiate a higher cost and fee structure, but any accepted cost and fee structure by the SFA must be below the range used in the cost analysis to negate the possibility of a material change to the Awarded Contract.

- ☒ National School Lunch Program (NSLP)
- ☒ School Breakfast Program (SBP)
- ☐ After School Care Snack Program (ASCSP)
- ☐ Special Milk Program (SMP)
- ☐ Wisconsin School Day Milk Program (WSDMP)
- ☐ Fresh Fruit and Vegetable Program (FFVP)
- ☐ Wisconsin Elderly Program (WI EN)
- ☒ A la carte Sales
- ☒ Adult Meals
- ☒ Catering
- ☐ Contract Meals
- ☐ Vending/Concessions
- ☐ Child and Adult Care Food Program (CACFP)
- ☐ Summer Food Service Program (SFSP)

B. The Selected FSMC, as an independent contractor, shall have the exclusive right to operate the above program(s) at the sites specified by the SFA in Attachment L *SFA Site/Building Listing—General Data*.

C. The Selected FSMC shall be an independent contractor and not an employee of the SFA. The employees of the Selected FSMC are not employees of the SFA.

D. The food service provided by the Selected FSMC shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.

E. All income accruing as a result of payments by students and adults, federal reimbursements, and all other income from sources such as donations, special functions, catering, a la carte sales, vending, concessions, contract meals, grants, and loans shall be deposited daily in the SFA's nonprofit food service account. Any profit or guaranteed return shall remain in the SFA's nonprofit food service account. The SFA and the Selected FSMC agrees that the Awarded Contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as describe under United States Department of Agriculture (USDA) Regulations 7 CFR 210.16(c) and 2 CFR 200; these types of contracts are not allowable.

F. The SFA shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the state agency and USDA regarding each of the CNPs covered by this contract.

Payment and Costs

A. The SFA shall retain control of the CNP nonprofit food service account and overall financial responsibility for the CNP.

B. The SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and non-program foods sales (including a la carte, vending, adult meals, contract meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.)

C. The Selected FSMC shall provide additional food services such as banquets, parties, and refreshments for meetings as requested by the SFA. USDA Foods shall not be used for these special functions unless the SFA's students will be primary beneficiaries.

The SFA may request of the Selected FSMC additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the SFA's regularly scheduled lunch or breakfast periods, provided such is not prohibited by federal program regulations.

The fixed per meal equivalent rate for non-program foods sales (including a la carte, vending, adult meals, contract meals, and catering) will be determined by the following;

Computation of Lunch Equivalency Rate (LER) for Non-Program Foods Sales
The computation below for computation of LER is only a model. SFAs are encouraged to use this criterion as a minimum in computing the LER and should establish the rate based on other district criteria in efforts to promote reimbursable meals over Non-program Foods sales.

Year One Lunch Equivalency Rate (LER)	
1. Current Year Federal Free Rate of Reimbursement	$4.0100
2. Current Year State Match Reimbursement Rate	$0.0664
3. Current Year Value of USDA Entitlement USDA Foods	.30
Total Lunch Equivalency Rate *Sum of 1+2+3*	$4.3364

If the Awarded Contract is renewed, the LER will need to be recomputed with current year's Federal Free Rate of Reimbursement, State Match Reimbursement Rate, and Value of USDA Entitlement USDA Foods.

D. The Selected FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction.

E. The Selected FSMC shall comply with the rules, regulations, policies, and instructions of the State of Wisconsin, DPI and USDA and any additions or amendments thereto, including USDA regulations 7 CFR Parts 210, 215 (SMP), 220, 225 (SFSP), 226 (CACFP), 245, 250, and 2 CFR 200, if applicable.

F. **Allowable Costs:** In accordance with applicable federal regulations, for all cost reimbursable contracts:

1. Allowable costs will be paid from the nonprofit school food service account to the Selected FSMC net of all discounts, rebates, and other applicable credits accruing to or received by the Selected FSMC or any assignee under the Awarded Contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.

2. The Selected FSMC must separately identify each cost submitted for payment to the SFA.

   a. The amount of that cost that is allowable (i.e., can be paid from the nonprofit school food service account) and the amount that is unallowable (i.e., cannot be paid from the nonprofit food service account); or

   b. The Selected FSMC must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records management process have been

established that maintain the visibility and transparency of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.

3. The Selected FSMC's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars.

4. The Selected FSMC must identify the amount of each discount, rebate, and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in case of other applicable credits, the nature of the credit. The SFA may permit the Selected FSMC to report this information on a less frequent basis than monthly, but no less frequent than annually. The Selected FSMC must identify the method by which it will report discounts, rebates, and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract.

5. The Selected FSMC must maintain documentation of costs and discounts, rebates, and other applicable credits and must furnish such documentation upon request to the SFA, DPI, or USDA.

6. No expenditure may be made from the nonprofit school food service account that permits or results in the Selected FSMC receiving payments in excess of the Selected FSMC's actual, net allowable costs.

7. Evaluation of Rebates, Discounts, and Credits: Offerors will be evaluated on its transparency as well as its performance and success in negotiating and returning rebates, discounts, and credits received by Offeror, other manufactures and vendor, or companies related to products and services described in this RFP and resulting Awarded Contract. Any such rebates, discounts, and credits must accrue to the benefit of the SFA (see "Reference: CFR § 210.21 Procurement" below). This includes any SFA rebates, discounts, and credits that are contracted out to a third party for management, handling, payment, and/or processing.

   Rebates, discounts, and credits may include but would not be limited to any amount paid by way of reduction, credit, discount, return, refund, financial incentives, price concessions, and other instruments of value (such as reduction in pricing on non-SFA related purchases where SFA purchases were considered), or other direct or indirect remuneration from manufactures/ vendors or others persons that are related to, directly or indirectly influence or affect what has already been paid or will be made payable with funds from the SFA's nonprofit food service account.

   Offerors will need to submit narrative along with all other documents required and describe herein.

   In this narrative the Offeror will describe its process for tracking and managing rebates, discounts, and credits in regards to purchases made with funds from the SFA's school nonprofit food service account with itself, vendors, distributors, manufactures, and other companies related to the services and products described in this RFP. In this narrative the Offeror can also describe how it differentiates itself from other Offerors with respect to rebates, discounts, and credits. At a minimum the narrative will need to include the following:

   a. A list and description of all rebates, discounts, and credits that Offeror estimates it will receive, if awarded the contract, in relation to this RFP and based on estimations provided herein. The total value of the estimated rebates, discounts, and credits will not be used as an evaluation criterion. However, the Offerors ability to describe in sufficient detail how those rebates, discounts, and credits were estimated and the process by which those rebates, discounts, and credits flow back to the SFA will be evaluated. This information will be used to score how transparent an Offeror is with the SFA's rebates, discounts, and credits. Furthermore, this information will be used to set bench marks to measure contract performance during the terms of the awarded contract and at contract renewal.

b. A list and description of all types of rebates, discounts, and credits that the Offeror may pass through to the SFA if awarded the contract (e.g., volume rates, charge backs, purchasing rebates, other credits and discounts). Be as specific as possible.

c. Describe the Offeror's process of tracking, managing and payment of rebates, discounts, and credits back to customers such a SFA.

d. If applicable, how the Offeror uses a third party vendor to manage, handle, pay, and/or process any portion of its rebates, discounts, and credits (e.g., rebate clearinghouse or rebate fulfillment centers).

e. How the Offeror is able to aggregate and trace back applicable rebates, discounts, and credits to the SFA.

f. Do you contract directly with manufacturers for the purposes of rebates, discounts, and credits?

g. What percentage of all rebates, discounts, and credits will be retained by Offeror as administrative management fee?

h. Does Offeror pass through 100 percent of gross manufacturer and vendor rebates, discounts, and credits?

i. Describe any assumptions used for administrative fees or rebates, discounts, and credits that will not be fully disclosed.

j. Provide an estimated percentage of rebates, discounts, and credits to be shared with SFA.

k. Describe the frequency and measurement of rebates. Provide sample rebate reports provided to the SFA including one demonstrating how the rebates will be measured.

Proprietary Information: If these rebates, discounts, and credits are considered proprietary, indicate which rebates, discounts, and credits are proprietary and provided them in a separate attached envelop. This envelope will be labeled as proprietary financial information, RFP number, company name, address, and contact person. For purposes of transparency of the evaluation process, the collective total of all rebates, discounts, and credits proposed will be disclosed and cannot be considered proprietary. This collective total will be referred to as "*Proposed Manufacturing Rebates, Discounts, and Credits.* Offeror will enter this amount on Attachment E *Projected Operations–Profit or Loss.*

Reference: 7 CFR § 210.21 Procurement. (f) Cost reimbursable contracts—

(1) *Required provisions.* The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in RFP documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii) (A) The contractor 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); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor 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. If approved by the state agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the state agency, or the Department.

8. *Indemnification:* Selected FSMC shall indemnify, defend, and hold harmless SFA from any and all losses, costs, claims, lawsuits, settlements, judgments, fines, penalties, or expenses, including attorneys' fees and costs, arising from any act or omission of Selected FSMC in connection with the Awarded Contract, including, but not limited to, rebates, discounts, and credits and other manufacturer monies received by Selected FSMC, data related to payment and other data or information provided, submitted, transmitted, or certified by or on behalf of Selected FSMC, in connection with rebates, discounts, and credits and the Awarded Contract.

G. The Selected FSMC shall provide staff to manage the SFA's food service operations and supervise all employees.

H. **Invoicing and Payment Terms**

The SFA strives to maintain processes that ensure prompt payment for goods and services received. Upon receipt of an invoice and resolution of all credits, the SFA will make payments within 30 business days and in accordance with the terms of the Awarded Contract. All statements received for payment will be processed in compliance with SFA's policy. Additional invoicing and payment terms are as follows:

1. The Selected FSMC shall invoice SFA at the end of each month. No advanced payments are allowed to be paid to the Selected FSMC.

2. Only allowable costs for services described in this RFP and resulting Awarded Contract will be paid.

3. Invoice must be net all rebates, discounts, and credits, including any crediting of USDA Foods.

4. Invoice shall provide enough detail to allow SFA to determine allowable costs and determine all Rebates, Discounts, and Credits and crediting of USDA Foods have been deducted.

5. All reimbursable costs invoiced to SFA shall be supported with supplier invoices and if applicable, proof of payment, if payment was made using funds outside the SFA's Nonprofit Food Service Account or Fund 50 account. Such documentation shall be attached to the Selected FSMC invoice prior to payment from the SFA. Furthermore, invoice shall contain sufficient details to ensure contract pricing and costs terms are being adherd too. For example if administration fees are based on a per meal rate, the number of meals used to calulclate the fees including the per meal administration fee must be listed on the invoice. This level of invoicing detail including supporting documentation is important to support transparcy in the payments to contractors by the SFA and requests made by internal SFA staff, state, and federal auditors including possible open records requests. The Selected FSMC cannot claim reimbursable costs invoiced to SFA are proprietary.

6. SFA reserves the right to request additional details for any item on an invoice which groups more than one item together for payment.

7. The SFA shall make payments within 30 business days of the invoiced date.

8. Upon termination of the Awarded Contract, all outstanding amounts shall immediately become due and payable.

I **Reimbursable Cost Plus Fixed Fee Requirements**

Cost Reimbursable Requirements: A cost reimbursable contract means a contract which provides for payment of incurred costs to the allowable extent prescribed in the Awarded Contract, with or without a fixed fee. For the purposes of the RFP and resulting Awarded Contract, all prices invoiced to the SFA for reimbursement shall be priced as pass-through prices invoiced to the Selected FSMC from any sources such as a manufacturer, supplier, or distributor. Selected FSMC shall not markup reimbursable costs invoiced to SFA for any reason. Furthermore, Selected FSMC must pass-through all credits, rebates, and discounts received by the Selected FSMC as a result of purchases on behalf of the SFA. Upon request, Selected FSMC shall provide SFA or government agency procurement and purchasing records such as copies of its invoices for purchases made on behalf of the SFA. Access to these records will be limited to confirmation of product prices, Awarded Contract adherence, confirmation of required federal and state terms and conditions in Awarded Contracts used for SFA purchases, and determination all credits, rebates, and discounts were properly passed-through to the SFA's nonprofit food service account.

Fixed Fees: categories for charging fixed fees are limited to the following:

- Management Fee Per Meal
- Administrative Fee Per Meal
- Yearly Fixed Management Fee

Offeror's proposed fixed fees shall include but is not limited to administration of all services identified in the RFP and Offeror's administrative costs and profit allocable to the Awarded Contract.

In a narrative, explain how each of the Offeror's fixed fees are determined to cover administration of all services identified in the RFP and ensures Offeror's administrative costs and profit allocable to the Awarded Contract are covered.

In a separate statement, the Offeror must attest administrative costs and profits are not supplemented by any credits, rebates, or discounts received as a result of the RFP and resulting Awarded Contract.

J. **Renewal of Awarded Contract—Administrative Fee, Management Fee, and Yearly Management Fee**
In the event of a renewal of the Awarded Contract, Administrative Fee and Yearly Management Fee shall be adjusted annually by the lower of either a cap of three (3) percent or a percentage equal to the minimum percentage increase in the Consumer Price Index ("CPI") Food Away From Home, Midwest Region, for the month of December of the current contracted School Year.

K. **Substitutions**
The Selected FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' Individual Educational Plans (IEPs) or 504 Plans and those nondisabled students who are unable to consume regular meals because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the disability and need for substitutes as prescribed by a State Licensed Healthcare Professionals that includes recommended alternative foods, unless otherwise exempted by USDA. Such statement shall be signed by a medical doctor or a recognized medical authority. There will be no additional charge to the student for such substitutions.

L. The SFA will make the final determination of the opening and closing dates of all sites, if applicable.

Designation of Program Expenses

A. The Selected FSMC guarantees to the SFA that the Selected FSMC shall be responsible for the expenses as checked under Column I. The Selected FSMC shall be responsible for negotiating/ paying all employee fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll.

B. The SFA shall pay those expenses as checked under Column II.

Description	Column I (Selected FSMC)	Column II (SFA)
Labor		
Managers and/or Supervisors	☒	☐
Full and Part-time Workers	☒	☐
Monitors	☐	☒
Employee Benefits		
Life Insurance	☒	☐
Medical/Dental Insurance	☒	☐
Retirement Plans	☒	☐
Social Security	☒	☐
Vacation	☒	☐
Sick Leave	☒	☐
Holiday Pay	☒	☐
Uniforms	☒	☐
Tuition Reimbursement	☒	☐
Labor Relations	☒	☐
Unemployment Compensation	☒	☐
Workers Compensation	☒	☐
Processing and Payment of Payroll	☒	☐
Food		
Commercial Foods	☒	☐
USDA Foods		
DPI Handling and Processing Charges	☒	☐
Direct Diversion Charges	☒	☐
Commercial Distribution Charges	☒	☐
Other Expenses		
Accounting		
Bank Charges	☐	☒
Data Processing	☒	☒
Recordkeeping	☒	☒
Processing and Payment of Invoices	☒	☒
Equipment – Major		
Original Purchase	☐	☒
Routine Maintenance	☐	☒
Major Repairs	☐	☒
Replacement	☐	☒

Description	Column I (Selected FSMC)	Column II (SFA)
Equipment – Expendable (e.g., trays, tableware, glassware, utensils)		
Original Purchase	☐	☒
Replacement	☒	☐
Cleaning/Janitorial Supplies	☒	☐
Insurance		
Liability Insurance	☒	☒
Insurance on Supplies/Inventory	☐	☒
Laundry and Linen	☒	☐
Office Materials	☒	☐
Paper/Disposable Supplies	☒	☐
Pest Control	☒	☐
Postage	☒	☐
Printing	☒	☐
Product Testing	☒	☐
Promotional Materials	☒	☐
Taxes and License	☒	☐
Telephone		
Local	☐	☒
Long Distance	☐	☒
Medium of Exchange for Point of Service Counts	☐	☒
Training	☒	☐
Transportation of Meals	☐	☒
Trash Removal		
From Kitchen	☐	☒
From School Premises	☐	☒
Travel		
Required	☒	☐
Requested	☒	☐
Utilities	☐	☒
Vehicles	☐	☒

Standard Terms and Conditions

A. Signature Authority

The SFA shall retain signature authority for the application/agreement, free and reduced-price policy statement, and programs indicated in Section I, Item B on page 9 and the monthly claim for reimbursement. (Reference 7 CFR 210.9(a) and (b) and 7 CFR 210.16(a)(5))

B. Free and Reduced Price Meals Policy

1. The SFA shall be responsible for the establishment and maintenance of the free and reduced price meals eligibility roster.

2. The Selected FSMC shall implement an accurate point of service count using the counting system submitted by the SFA in its application to participate in the CNP and reviewed by DPI in the annual contract between the SFA and DPI for the programs listed in Section I, Item B on page 10, as required under USDA regulations. Such a counting system must eliminate the potential for the overt identification of free and reduced price eligible students under USDA Regulation 7 CFR 245.8.

3. The SFA shall be responsible for the development and distribution of the parent letter, and Application for Free and Reduced Price Meals, Direct Certification and determination of eligibility for free or reduced price meals. The Selected FSMC may act as an agent for the SFA related to these responsibilities.

4. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced price meals.

5. The SFA shall be responsible for verifying Applications for Free and Reduced Price Meals as required by USDA regulations.

C. USDA Foods

1. Any USDA Foods received (when the foods arrive at the school kitchen, SFA storage facility, or Selected FSMC storage facility in either raw form or in processed end products) by the SFA and made available to the Selected FSMC must accrue solely to the benefit of the SFA's nonprofit school food service and SFSP programs, if applicable, and shall be fully utilized therein. The Selected FSMC shall have records available to substantiate that the full value of all USDA Foods is used solely for the benefit of the SFA.

   Year-end reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value and handling fees of all USDA Foods received by the Selected FSMC during the fiscal year. The SFA reserves the right to conduct USDA donated food credit audits throughout the year to ensure compliance with federal regulations 7 CFR 210 and 7 CFR 250.

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

3. Selected FSMC is prohibited from entering into any processing contracts utilizing USDA Foods on behalf of the SFA. Selected FSMC agrees that any procurement and/or utilization of end products by Selected FSMC on behalf of the 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.

4. USDA Foods allocated to the SFA will be delivered to and utilized by the Selected FSMC equitably for lunches served to students at the SFA. The SFA's monthly USDA Foods handling charges [including storage, delivery (if applicable), administration, and processing fees (if applicable)] will be deducted by DPI from the SFA's monthly federal reimbursement. The SFA's monthly USDA Foods handling charges will be deducted from the Selected FSMC's monthly meal invoice.

5. Based on actual bulk USDA Foods received, it may be necessary for the Selected FSMC to make adjustments to the SFA at the end of the school year. The SFA is responsible for assuring adjustments are made. The SFA must receive all discounts or rebates for USDA Foods purchases made on its behalf. All refunds received from processors must be retained by the nonprofit SFA account.

   The Selected FSMC must credit the SFA for the value and handling fees of all USDA Foods received for use in the SFA's meal service in the school year or fiscal year (including both entitlement and bonus foods), and include the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a).

The Selected FSMC shall provide the method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all USDA Foods has been credited.

The Selected FSMC shall use the USDA Foods values and handling fees as posted on DPI's USDA Foods website including the value and handling fees of USDA bonus foods.

The Selected FSMC shall be responsible for activities related to USDA Foods in accordance with 7 CFR 250.50(d), and must assure that such activities are performed in accordance with the applicable requirements in 7 CFR part 250.

The Selected FSMC will use all USDA Foods ground beef and ground pork products, and all processed end products, without substitution, in the SFA's food service.

The Selected FSMC will use all other USDA Foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in the SFA's food service.

The procurement of processed end products on behalf of the SFA, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing or SFA processing agreements, and will ensure crediting of the SFA for the value of USDA Foods contained in such end products at the processing agreement value.

The Selected FSMC will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250.

The Selected FSMC will comply with the storage and inventory requirements for USDA Foods.

The distributing agency, subdistributing agency, or SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the Selected FSMC's food service operation, including the review of records, to ensure compliance with the requirements for the management and use of USDA Foods.

The Selected FSMC will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 CFR 250.54(b).

Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to USDA Foods.

The Selected FSMC will ensure that its system of inventory management will not result in the SFA being charged for USDA Foods.

6. The Selected FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.

7. The Selected FSMC shall accept and use USDA Foods in as large quantities as may be efficiently utilized in the SFA's nonprofit food service, subject to approval of the SFA. The SFA shall consult with the Selected FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA.

8. The Selected FSMC shall account for all USDA Foods separately from purchased foods. The Selected FSMC is required to maintain accurate and complete records with respect to the receipt, use/ disposition, storage, and inventory of USDA Foods. Failure by the Selected FSMC to maintain the required records under this contract shall be considered prima facie evidence of improper distribution or loss of USDA Foods.

9. Since the SFA is using the FSMC's distributor for the delivery of its USDA Foods, then the SFA shall enter into a separate agreement with Selected FSMC's distributor as required by the "Agreement for School Food Authorities Participating in the USDA Foods Program and Contract with Commercial

Distributor" entered into and between the SFA and DPI, which states the following in section "The School Food Authority Agrees to", subsection 22:

> *"If SFA contracts with a Food Service Management Company or a Food Vendor for their meal service, SFA must hold the contract with the Commercial Distributor. Should the SFA no longer contract with the Food Service Management Company or Food Vendor, the SFA must fulfill the contract with the Commercial Distributor."*

A copy of this separate agreement shall be attached to the Awarded Contract as Exhibit B*: "USDA Foods Program SFA Agreement for Commercial Distribution of USDA Foods in WI".*

10. This USDA Foods section shall survive the termination of the Awarded Contract, either by termination with or without cause, when the Awarded Contract is terminated mid school year or when termination occurs and FSMC's distributor is designated as the commercial distribution of USDA Foods for the handling of SFA's USDA Foods on DPI's USDA Foods online ordering system.

    To fully terminate this section of the Awarded Contract the following must accrue:

    a. The FSMC shall provide SFA with records to substantiate that the full value of all USDA Foods, including handling feeshave been received by the SFA.

    b. Year-end reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the FSMC, as well as credit for all applicable handling charges.

D. Food Safety

1. The SFA shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met by the Selected FSMC preparing or serving meals at any SFA facility.

2. The Selected FSMC shall maintain state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the Awarded Contract as required under USDA Regulations 7 CFR 210.16(c) and shall comply with food safety inspection requirements as prescribed by USDA for its facilities and shall ensure that all state and local regulations are being met in its facilities.

3. The Selected FSMC must have a restaurant license and maintain applicable certification(s) as required by the 2015 Wisconsin Act 46—School Food Safety Bill which states in section 1. 254.71 (1m) of the statute "*no person may conduct, maintain, manage, or operate a school lunchroom that is in a school that is participating in the national school lunch program under 42 USC 1751 to 1769j for which food service is directly provided by the school unless the operator or manager of the lunchroom, or his or her designee, is a certificate holder. For purposes of this subsection, the "operator or manager of the lunchroom" is the individual responsible for the administration of food services for a private school, charter school established under s. 118.40 (2r), or school district. A private school, charter school established under s. 118.40 (2r), or school district complies with the requirements of this subsection if the school or school district has one certificate holder."*

E. Meals

1. The Selected FSMC shall serve meals on such days and at such times as requested by the SFA.

2. The SFA shall retain control of the quality, extent, and general nature of the food service.

3. The Selected FSMC shall offer free, reduced price, and full price reimbursable meals to all eligible children participating in the programs indicated in Section I, Item B on page 10.

4. In order for the Selected FSMC to offer a la carte sales food service, the Selected FSMC must offer free, reduced price, and full price reimbursable meals to all eligible children.

5. The Selected FSMC shall provide meals that meet the National School Lunch Program/School Breakfast Program (NSLP/SBP) Meal Pattern requirements.

6. The Selected FSMC shall promote efforts to increase participation in the CNPs.

7. The Selected FSMC shall provide the specified types of service in the schools/sites listed in the attachment sections of this RFP, which is part of the Awarded Contract.

8. The Selected FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.

9. No payment will be made to the Selected FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of this RFP.

10. **Infant Meals:** When applicable, the Selected FSMC shall provide Infant Meals compliant with applicable meals pattern components and other nutritional requirements as described in USDA memorandum, SP 01-2018, titled "Updated Infant and Preschool Meal Patterns in the National School Lunch Program and School Breakfast Program; Questions and Answers" dated October 19, 2017. In summary, for reimbursable Infant Meals serviced on or after October 1, 2017, the updated Child and Adult Care Food Program (CACFP) meal pattern will replace the meal pattern options for SFAs serving infants and/or children aged 1-5 years old and not yet in kindergarten. The CACFP meal pattern applies to meals served to infants, child care, preschool, and pre-kindergarten students participating in the NSLP and SBP.

F. Books and Records

1. The Selected FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the SFA will need to meet monthly and annual reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the tenth calendar day succeeding the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the fifth working day succeeding the month in which services were rendered. The SFA shall perform edit checks on the participation records provided by the Selected FSMC prior to the preparation and submission of the claim for reimbursement.

2. Selected FSMC will submit meal count records in a timely manner to facilitate claims submission by SFA no later than the tenth calendar day succeeding the month in which services were rendered. SFA will perform edit checks on the meal count records provided by Selected FSMC prior to the preparation and submission of the claim for reimbursement. Selected FSMC shall provide SFA with a year-end statement.

3. The Selected FSMC shall maintain records at the SFA to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.

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

5. The Selected FSMC will annually provide SFA with information on food costs and revenues for reimbursable meals and for non-program foods to determine compliance with program requirements for revenue from non-program foods.

6. Books and records of the Selected FSMC pertaining to the Awarded Contract shall be made available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by the SFA, state or federal representatives, or auditors. SFA shall pay the cost of such audits, except when such audit finds uncredited revenue, or improperly charged costs. Under such circumstances, Selected FSMC shall

promptly reimburse SFA for revenue not credited, or costs improperly charged and for the cost of such audit. If audit findings regarding the Selected FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit. Reference 7 CFR 210.9(b)(17), and the following record retention and access requirements found in 2 CFR Part 200: Record Retention and Access, 2 CFR §200.333 Retention requirements for records, 2 CFR §200.334, Requests for transfer of records, 2 CFR §200.335 Methods for collection, transmission and storage of information, 2 CFR §200.336 Access to records, and 2 CFR §200.337 Restrictions on public access to records.

7. Upon termination of the contract, Selected FSMC will surrender to SFA all records pertaining to the operation of the food service, including food and non-food inventory records, menus, production records, product invoices, claim documentation and financial reports. The Selected FSMC will not remove state or federal required records from SFA premises upon contract termination.

8. The Selected FSMC shall not remove federally required records from SFA premises.

G. Employees

1. The SFA must designate if ***CURRENT*** SFA employees, including site and area managers as well as any other staff, will be retained by the SFA or be subject to employment by the Selected FSMC. Section below must agree with the information reported on Attachments A.1–A.4 *Current Operations—Staffing Model.*

Employee retained by:

☐ SFA (See Attachments A.1 and A.3 Current Operations—Labor Worksheet)

☒ Offeror (See Attachments A.2 and A.4 Proposed Operations—Labor Worksheet)

☐ Both SFA and Offeror (See Attachments A.1 - A.4 Current and Proposed Operations—Labor Worksheet

2. In accordance with this RFP, section IX: *Employees*, subsection A, *Employees retained by:* the Offeror's Proposal shall provide a schedule of employees, positions, assigned locations, salaries, and hours to be worked. If applicable, specific locations and assignments will be provided to the SFA two full calendar weeks prior to the commencement of operation.

3. The SFA shall have final approval regarding the hiring of the Selected FSMC's site manager.

4. The Selected FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The Selected FSMC shall be responsible for supervising and training personnel, including SFA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of Selected FSMC management staff, except the site manager. The Selected FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the Selected FSMC.

5. The Selected FSMC shall provide Workers' Compensation coverage for all its employees.

6. The Selected FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of SFA's premises as established by the SFA and which are furnished in writing to the Selected FSMC.

7. Staffing patterns, except for the site manager, shall be mutually agreed upon.

8. The Selected FSMC shall not be responsible for hiring employees in excess of the number required for efficient operation.

9. The SFA shall provide sanitary toilet and hand washing facilities for the employees of the Selected FSMC.

10. The SFA may request in writing the removal of any employee of the Selected FSMC who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state, or local employment laws.

11. In the event of the removal or suspension of any such employee, the Selected FSMC shall immediately restructure the food service staff without disruption of service.

12. All SFA and/or Selected FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire safety devices in the kitchen and cafeteria areas.

13. The SFA will require the Selected FSMC to perform a criminal background check on any of the Selected FSMC employees that will be working at the SFA and disclose results to the SFA.

H. Professional Standards for School Nutrition Programs Personnel

In accordance with Professional Standards for State and Local School Nutrition Programs Personnel as Required by the Healthy, Hunger-Free Kids Act of 2010. The Selected FSMC must follow regulations as described in this section of the RFP which govern the professional standards of its employees and/or employees of the SFA working under the terms and conditions of the Awarded Contract. For these employees, FNS proposed minimum educational requirements for new school nutrition program directors only, based on an LEA size/student enrollment (LEAs with 2,499 students or less, LEAs with 2,500-9,999 students, LEAs with 10,000-24,999 students, and LEAs with 25,000 or more students).

Selected FSMC must provide documentation to show compliance with annual training standards. This documentation shall include at a minimum training hours and topics completed by FSMC staff.

Selected FSMC must provide evidence that the FSMC staff has the knowledge and skill to supply safe and nutritious meals that meet meal requirements.

The proposed standards for SFA employees are summarized in the following two charts:

Summary of School Nutrition Program Director Professional Standards by Local Educational Agency (LEA) Size

Minimum Requirements for Directors	Student Enrollment 2,499 or Less	Student Enrollment 2,500–9,999	Student Enrollment 10,000 or More
Minimum Education Standards (required-*new directors only*)	Bachelor's degree, or equivalent educational experience, with academic major or concentration in food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field; **OR** Bachelor's degree, or equivalent educational experience, with any academic major or area of concentration, *and* a state-recognized certificate for school nutrition directors; **OR** Associate's degree, or equivalent educational experience, with academic major or concentration in food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field; *and* at least one year of relevant school nutrition programs experience; **OR** High school diploma (or GED) *and* three years of relevant experience in school nutrition programs.	Bachelor's degree, or equivalent educational experience, with academic major or concentration in food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field; **OR** Bachelor's degree, or equivalent educational experience, with any academic major or area of concentration, *and* a state-recognized certificate for school nutrition directors; **OR** Bachelor's degree in any academic major *and* at least two years of relevant school nutrition programs experience; **OR** Associate's degree, or equivalent educational experience, with academic major or concentration in food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field; *and* at least two years of relevant school nutrition programs experience.	Bachelor's degree, or equivalent educational experience, with academic major or concentration in food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field; **OR** Bachelor's degree, or equivalent educational experience, with any academic major or area of concentration, *and* a state-recognized certificate for school nutrition directors; **OR** Bachelor's degree in any major *and* at least five years' experience in management of school nutrition programs.
Minimum Education Standards (preferred-*new directors only*)	Directors hired without an associate's degree are strongly encouraged to work toward attaining associate's degree upon hiring.	Directors hired without a bachelor's degree are strongly encouraged to work toward attaining bachelor's degree upon hiring.	Master's degree, or willingness to work toward master's degree, preferred. At least one year of management experience, preferably in school nutrition, strongly recommended. At least three credit hours at the university level in food service management plus at least three credit hours in nutritional sciences at time of hiring strongly preferred.
Minimum Prior Training Standards (required—*new directors only*)	At least eight hours of food safety training is required either not more than five years prior to their starting date or completed within 30 calendar days of employee's start date.		

Summary of Required Minimum Continuing Education/Training Standards, for All Local Educational Agency Sizes

New and Current Directors	Annually, at least 12 hours (10 hours for SY 2015-16) of continuing education/ training. Includes topics such as: • Administrative practices (including training in application, certification, verification, meal counting, and meal claiming procedures). • Any specific topics required by FNS, as needed, to address Program integrity or other critical issues. This required continuing education/training is in addition to the food safety training required in the first year of employment.
New and Current Managers	Annually, at least 10 hours (8 hours for SY 2015-16) of continuing education/training. Includes topics such as: • Administrative practices (including training in application, certification, verification, meal counting, and meal claiming procedures). • The identification of reimbursable meals at the point of service. • Nutrition, health and safety standards. • Any specific topics required by FNS, as needed, to address Program integrity or other critical issues.
New and Current Staff (other than the director and managers) that work an average of at least 20 hours per week	Annually, at least six hours (4 hours for SY 2015-16) of continuing education/training. Includes topics such as: • Free and reduced price eligibility. • Application, certification, and verification procedures. • The identification of reimbursable meals at the point of service. • Nutrition, health and safety standards. • Any specific topics required by FNS, as needed, to address Program integrity or other critical issues.
New and Current Part-Time Staff (working less than 20 hours per week)	Each year, at least 4 hours of annual continuing education/training (regardless of number of part-time hours).

I. Monitoring

1. The SFA shall monitor the food service operation of the Selected FSMC through periodic on-site SFA school building visits to ensure that the food service is in conformance with USDA program regulations. (Reference 7 CFR 210.16) Further, if there is more than one school site, there is an additional requirement that the SFA conduct an on-site review of the counting and claiming system no later than February 1 of each year as required by 7 CFR 210.8.

2. The records necessary for the SFA to complete the required monitoring activities must be maintained by the Selected FSMC under this contract and must be made available to the Auditor General, USDA, the state agency, and the SFA upon request for the purpose of auditing, examination, and review.

J. Use of Advisory Group/Menus

1. The SFA shall establish and the Selected FSMC shall participate in the formation, establishment, and periodic meetings of the SFA advisory board composed of students, teachers, and parents to assist in menu planning. (Reference 7 CFR 210.16(a)(8))

2. Check the appropriate box below.

   ☒ The Selected FSMC will complete menu cycles for all programs.

   ☐ The SFA will complete menu cycles for all programs.

3. The Selected FSMC must comply with the 21-day menu cycle and specifications (Attachment N *Minimum Food Specifications* and Attachment O *Sample 21-day Cycle Lunch Menu*) developed for

the NSLP. The Selected FSMC must also comply with the menu patterns and cycles as specified by the SFA for the SBP (Attachment P *Sample Breakfast Menu*), ASCSP (Attachment Q *Sample Snack Menu*). Any changes made by the Selected FSMC after the first initial menu cycle for the NSLP, SBP, ASCSP, SFSP, and/or CACFP may be made only with the approval of the SFA. The SFA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR 210.16(b)(1))

K. Use of Facilities, Inventory, Equipment, and Storage

1. The SFA will make available, without any cost or charge to the Selected FSMC, area(s) of the premises agreeable to both parties in which the Selected FSMC shall render its services.

2. The SFA may request of the Selected FSMC additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the CNP. Any additional food service that is a substantive change to the value of the contract which involves a total cost of $150,000 or more must be reviewed by DPI and be competitively procured.

3. Prior to the start of initial operations, the Selected FSMC and the SFA will take a beginning inventory of all usable food, supplies, and USDA Foods on the premises. The Selected FSMC will utilize such inventory at a value determined by invoice. On termination of the contract, the Selected FSMC and the SFA will take a similar inventory. If the value of the ending inventory is greater than the beginning inventory, the difference shall be added to the Selected FSMC's Cost of Business and if lesser, the difference shall be subtracted from the Selected FSMC's Cost of Business. It is understood that all usable food, supplies, and USDA Foods on the SFA's premises are the property of the SFA and not on loan from the Selected FSMC. The Selected FSMC shall **never** remove any usable food, supplies, or USDA Foods from SFA premises, regardless of ownership, without authorization from SFA. Any missing usable food, supplies, or USDA Foods will be deducted from the Selected FSMC invoice. Any remaining balance will be billed to the Selected FSMC. Supplies include but are not limited to the following: manuals of any kind, menus, small wares, equipment, and office supplies of any kind, furniture, and records of any kind.

4. In section II, "*Designation of Program Expenses to be completed by SFA*", part B of this RFP, if SFA designates itself under column II (SFA) as the responsible party for described item; "*Equipment—Expendable*" (e.g., trays, tableware, glassware, utensils, silverware, chinaware, kitchen utensils, and other operating items necessary for the food service operation), 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 the Selected FSMC. Otherwise, if the Selected FSMC is designated in column I (Selected FSMC) with this responsibility, then the Selected FSMC shall maintain this inventory at the inventory level as specified by the SFA.

5. The Selected 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 the SFA.

6. The Selected FSMC shall maintain adequate storage procedures, inventory, and control of USDA Foods in conformance with the SFA's agreement with the DPI.

7. The Selected FSMC shall provide the SFA with one set of keys for all food service areas secured with locks.

8. The SFA shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state, or local laws, ordinances, rules, and regulations.

9. The SFA shall be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the Selected FSMC.

10. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.

11. The SFA shall not be responsible for loss or damage to equipment owned by the Selected FSMC and located on the SFA premises.

12. The Selected FSMC shall notify the SFA of any equipment belonging to the Selected FSMC on the SFA premises within 10 days of its placement on SFA premises.

13. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the Selected FSMC for the purposes of inspection and audit.

14. The Selected FSMC shall not use the SFA's facilities to produce food, meals, or services for other organizations without the approval of the SFA. If such usage is mutually acceptable, there shall be a signed amendment to the Awarded Contract which stipulates the fees to be paid by the Selected FSMC to the SFA for such facility usage.

15. The Selected FSMC shall surrender to the SFA, upon termination of the contract, all equipment and furnishings in good repair and condition, reasonable wear and tear expected.

L. Purchases

1. If the Selected FSMC is procuring goods or services which are being charged to the SFA under the Awarded Contract (e.g., equipment), the Selected FSMC is acting as an agent for the SFA and must follow the same procurement rules under which the SFA must operate and that the Selected FSMC may not serve as a vendor. Any rebates, discounts, or commissions associated in any manner with purchases must be returned to the nonprofit school food service account. Only net costs may be charged to the SFA.

2. Any purchase of food must meet the specification listed in Attachment N *Minimum Food Specifications*.

3. *Written Procurement Procedures*: Selected FSMC must follow written procurement procedures established by the SFA when making purchases on behalf of the SFA. These written procedures must be compliant with federal, state, and local government procurement rules and regulations. Written procurement procedures will need to be kept on file at the SFA. These written procurement procedures will need to be made available during the SFA's procurement review along with all procurement records.

   When making purchases on behalf of the SFA, the Selected FSMC may substitute its own procurement procedures. In this event, the Selected FSMC must provide a copy of its procurement procedures to the SFA for approval by the SFA and procurement record requirements. Selected FSMC procurement procedures when used must be compliant with SFA's procurement procedures as well as be compliant with federal, state, and local government procurement rules and regulations.

M. Sanitation

1. The Selected FSMC shall place garbage and trash in containers in designated areas as specified by the SFA.

2. The SFA shall remove all garbage and trash from the designated areas.

3. The Selected FSMC shall clean the kitchen and dining room areas as indicated in Attachment L *SFA Site/Building Listing General Data*.

4. The Selected FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance the standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.

5. The SFA shall clean ducts and hoods above the filter line.

6. The Selected FSMC shall comply with all local and state sanitation requirements in the preparation of food.

N. Licenses, Fees, and Taxes

1. The Selected FSMC shall be responsible for paying all applicable taxes and fees, including (but not limited to) excise tax, state and local income tax, payroll and withholding taxes, for Selected FSMC employees; the Selected FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees.

2. The Selected FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.

3. The Selected FSMC shall comply with all SFA building rules and regulations.

O. Nondiscrimination

Both the SFA and the Selected FSMC agree to the following requirements as outlined in the USDA Nondiscrimination Statement below:

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. **fax:**
   (833) 256-1665 or (202) 690-7442; or
3. **email:**
   program.intake@usda.gov

This institution is an equal opportunity provider.

P. Emergency Closing

1. The SFA shall notify the Selected FSMC of any interruption in utility service of which it has knowledge.

2. The SFA shall notify the Selected FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency conditions.

Q. Terms for Termination of the Awarded Contract

SFA or Selected FSMC may terminate the whole or any part of the Awarded Contract, by written notice from the other party, in any one of the following circumstances:

1. **Termination without Cause**. Either party may terminate the Awarded Contract without cause upon ninety (90) days written notice mailed or personally delivered to the other party.

2. **Termination with Cause**. Either party may terminate the Awarded Contract for cause upon sixty (60) days written notice mailed or personally delivered to the other party (Reference 7 CFR 210.16(d)) except for those conditions covered in subsection "v".

   Conditions for cause are as follows:

   a. If Selected FSMC fails to perform any duties or obligations within the time specified herein or any written extension thereof granted by SFA.

   b. If Selected FSMC fails to make progress as to endanger performance of the Awarded Contract in accordance with its terms.

   c. If either party fails to comply with any of the material terms and conditions of the Awarded Contract. Such termination shall become effective if notified party does not cure such failure within a period of ten (10) days after written notice of default.

   d. If either party is declared insolvent or bankrupt.

   e. Notwithstanding the provisions listed above, the SFA may *immediately terminate* the Awarded Contract with written notice to Selected FSMC for breach/neglect as determined by the SFA when considering such items as:

      1) failure to maintain and enforce required standards of sanitation,

      2) failure to maintain proper insurance coverage as outlined by the Awarded Contract,

      3) failure to provide required periodic information/statements, or

      4) failure to maintain quality of service at a level satisfactory to the SFA.

   The SFA is the responsible authority without recourse to USDA or the state agency to the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to: source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to local, state, or federal authority that has proper jurisdiction.

Upon termination, SFA may procure, upon such terms as it shall deem appropriate, services similar to those terminated. Selected FSMC shall continue performance of the Awarded Contract to the extent not terminated.

Neither the Selected FSMC nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the Awarded Contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, flood, acts of God, or for any acts not within the control of the Selected FSMC or the SFA, respectively, and which, by the exercise of due diligence, it was unable to prevent.

R. Nonperformance by Selected FSMC

1. In the event of the Selected FSMC's nonperformance under this Awarded Contract and/or the violation or breach of the Awarded Contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the Selected FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.

2. The Selected FSMC shall pay the SFA the full amount of any meal overclaims or meal pattern violations which are attributable to the Selected FSMC's negligence, including those overclaims based on reviews or audit findings that occurred during the effective dates of original and renewal of the Awarded Contracts.

S. Offeror Qualifications

1. **Offeror Experience**: Offeror must have a minimum of __ years of experience in the food business and must maintain a current business license from the State of Wisconsin. Distributors shall provide documentation of applicable license, certification, and/or commercial experience upon request.

   Distributors will need to provide information in the narrative section regarding any litigation, arbitration, mediation, administrative proceeding, or like matter related to their business activities in which they are currently a party or in which they were a party within the last five (5) years.

2. **Business Ethics**: Offeror must have a high degree of integrity and business ethics, and a satisfactory record of performances, and must not have been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from receiving the Awarded Contract. Offeror will comply with any reasonable requests to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards.

   Selected FSMC shall not have the right to include the SFA's name in its published list of customers, without prior approval of the named party. Selected FSMC agrees not to publish or cite in any form any comments or quotes from the SFA without prior approval. Selected FSMC further agrees not to refer to the Contract Award in commercial advertising in such manner as to state or imply that the products or services provided are in any way endorsed or preferred by the SFA.

   Offeror acknowledges that the Proposal is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting a Proposal for the same products, and is in all respects fair and without collusion or fraud. **Offeror also acknowledges that no one connected to the company has had any connection with the development or drafting of this RFP.**

   Offeror will be disqualified from the evaluation process and opportunity to be awarded a contract under the following conditions:

   a. Contacting SFA employee in reference to this RFP outside the person listed as the contact person for this RFP.

   b. Contacting a SFA employee in a method not described in this RFP; such as communicating with SFA employee in reference to this RFP using a method other than written letter or email, or speaking with SFA employee outside Pre-Proposal Conference and Site Visit.

   c. Offering SFA technical or other advice, outside of sealed Proposal or request for clarification of Proposal, on preparing the RFP, during the solicitation of Proposals, or during the evaluation of Proposals.

   d. Misrepresenting Offeror's company as a government agency or other entity in an attempt to deceive SFA.

3. **Conflict of Interest**: Offeror must note any and all relationships/suspected matters that might be conflicts of interest, which would disqualify Offeror from participating in this RFP or receiving any award related to this RFP. Offeror's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in its Proposal any such matters which do exist is a material breach of Awarded Contract which would void the submitted Proposal or any resulting Awarded Contracts, and subject Selected FSMC to removal from all procurement lists and possible criminal prosecution.

4. **Code of Ethics**: Offeror must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. The code of standards must include:

   a. No employee, officer, or agent of Offeror shall participate in selection, or in the award or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent, would be involved.

   b. The Offeror's officers, employees or agents will neither offer, solicit, nor accept gratuities, favors or anything of monetary value from customers, potential customers, contractors, potential contractors, or parties to sub-agreements.

   c. Offeror may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by law, such standards of conduct will provide for penalties, conditions, or other disciplinary actions for violations of such standards by the Offeror's officers, employees, or agents, or by contractors or their agents.

   d. Offeror's Code of Ethics must be signed by an authorized person and attached with the Proposal.

T. Certification

1. The Selected FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).

2. The Selected FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the *Act*), 40 U.S.C. §§327-330, as supplemented by Department of Labor regulation, 29 CFR Part 5. Under Section 103 of the Act, the Selected FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours, and a standard work week of 40 hours. Work in excess of the standard workday or standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or 40 hours in any work week.

3. The Selected FSMC shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.

4. The Selected FSMC shall comply with the following civil rights laws, as amended: 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; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement in School Nutrition Programs.

5. **Buy American**: Selected FSMC shall comply with the Buy American Provision for contracts that involve the purchase of applicable goods and services sold through Child Nutrition Programs the SFA participates, USDA Regulation 7 CFR Part 250. The Buy American provision requirements as stated in section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring SFAs to purchase, to the maximum extent practicable, domestic commodities or products.

   This Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture. The Buy American provision applies to SFAs located in the 48 contiguous United States and is one of the procurement standards these SFAs must comply with when purchasing commercial food products served in the school meals programs.

   Section 12(n) of the NSLA defines:

   "*domestic commodity or product*" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. Report language accompanying the legislation noted that

"*substantially*" means over 51% from American products." Therefore, over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically.

Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51 percent domestically grown items, by weight or volume as determined by the SFA.

For the purpose of the Awarded Contract the requirement means that applicable goods and services procured on behalf of or by SFAs for use in the Child Nutrition Programs using nonprofit food service account funds, the product's food component is considered the agricultural commodity. FNS defines food component as one of the food groups, which comprises reimbursable meals.

The food components are meats/meat alternates, grains, vegetables, fruits, and fluid milk. Refer to 7 CFR 210.2 for full definitions. Any product processed by a winning vendor must contain over 51 percent of the product's food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S.

The Offeror by signing the Offeror's Proposal is certifying meals sold through the SFA's nutrition program are prepared and processed in the U.S. and contains over 51 percent of its agricultural food component, by weight or volume, from the U.S.

If requested by the SFA, state, or federal government, the Selected FSMC will supply evidence supporting compliance with the Buy American provision. Additional clarification regarding the Buy American Provision can be found in *USDA Memo Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program* SP 38-2017 dated 06/30/17.

In the event a domestic product is not available, the Selected FSMC must;

- Requests consideration from SFA (written documentation require) on the use of domestic alternative foods before approving an exception.
- Document the use of a non-domestic food exception when competition reveals the cost of domestic is significantly higher than non-domestic food.
- Document the use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.

6. The Selected FSMC has signed Attachment S *Independent Price Determination Certificate* which was attached as an addendum to the Offeror's Proposal and which is incorporated herein by reference and made a part of the Awarded Contract.

7. The Selected FSMC has signed Attachment T Suspension and Disbarment Certification which was attached as an addendum to the Offeror's Proposal and which is incorporated and made a part of this contract. This is required of contracts of $25,000 or more (Reference 7 CFR §3017).

8. The Selected FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15).

9. The Selected FSMC has signed Attachment U Lobbying Certification which was attached as an addendum to the Selected FSMC's Proposal and which is incorporated and made a part of the Awarded Contract. If applicable, the Selected FSMC has also completed and submitted Attachment V Standard Form-LLL, Disclosure of Lobbying Activities or will complete and submit as required in accordance with its instructions included in Attachment W.

10. The Selected FSMC shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR Part 3).

11. The Selected FSMC shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

12. The federal Supplemental Nutrition Assistance Program (SNAP) provides benefits to low-income households to buy food. In Wisconsin, the program is referred to as FoodShare Wisconsin, or simply "FoodShare".

13. USDA Regulation 7 CRF Part 16, Equal Opportunity for Religious Organizations, implements executive branch policy, that within the framework of constitutional church-state guidelines, religiously affiliated (or "faith-base") organizations should be able to compete on an equal footing with other organizations for USDA assistance.

14. The Selected FSMC shall comply with all other pertinent state and federal laws.

15. **Recovered Materials:** To the maximum extent practicable, the Selected FSMC will comply with 2 CFR §200.322, Procurement of Recovered Materials, which states the SFA and Selected FSMC in performance of the Awarded Contract must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

16. The Selected FSMC shall comply with 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Compliance with this regulation requires Selected FSMC and SFA to do the following with contracting:

    a. The Selected FSMC and SFA must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

    b. Affirmative steps must include:

        1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
        2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
        3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
        4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
        5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
        6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

17. The Selected FSMC and SFA agree to comply with 2 CFR 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, subsection F, *Rights to Inventions Made Under a Contract or Agreement.* If in the proformance of the Awarded Contract, any actions meets the requirements of this subsection including definition of "funding agreement" under 37 CFR §401.2 (a) and resulting Awarded Contract is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Selected FSMC and SFA must comply with the requirements of 37

CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

18. The Selected FSMC and SFA agree to comply with 2 CFR 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, subsection (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the SFA in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

19. **Assurance of Civil Rights Compliance**

The Selected FSMC and local agency hereby agrees that it will comply with:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
x. The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance

extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By incorporating this assurance into this Agreement, the Selected FSMC and local agency agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the State agency shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Selected FSMC and local agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA.

U. Miscellaneous

1. The Selected FSMC shall comply with the provisions of its submitted proposal specifications, which are hereby in all respects made a part of the Awarded Contract including all agreed to negotiations between SFA and Selected FSMC which have been reviewed by DPI.

2. No provision of the Awarded Contract shall be assigned or subcontracted without prior written consent of the SFA.

3. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.

4. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

5. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of the Awarded Contract.

6. The SFA shall be responsible for ensuring the resolution of program review and audit findings.

7. The Awarded Contract is subject to review by the DPI.

V. Insurance

1. The Selected FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Wisconsin. A Certificate of Insurance of the Selected FSMC's insurance coverage indicating these amounts must be submitted at the time of the Awarded Contract. The information below must be completed by the SFA.

2. Comprehensive General Liability—includes coverage for:
   a. Premises—Operations
   b. Products—Completed Operations
   c. Contractual Insurance
   d. Broad Form Property Damage
   e. Independent Contractors
   f. Personal Injury

   $ 1,000,000 Combined Single Limit.

3. Automobile Liability: $ 1,000,000 Combined Single Unit.

4. Workers' Compensation-Statutory; Employer's Liability: As required by state regulations.

5. Excess Umbrella Liability: $ 5,000,000 Combined Single Unit.

6. The SFA shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The Selected FSMC must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.

7. The Selected FSMC shall direct its insurance company to provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect. SFA may ask for proof of such direction in the form letter from the insurance company.

W. Acquisition of Equipment, Marketing Materials, or Supplies for the Food Service Program

1. The following provisions will apply to Selected FSMC acquisition of equipment, marketing materials, or other supplies for the food service program:

   a. The Selected FSMC may purchase equipment, marketing materials, or other supplies for the food service program in an amount not to exceed $ 3,500 . The Selected FSMC shall be subject to the same procurement requirements to which the SFA is subject in any procurement action. The Selected FSMC may not serve as a vendor or supplier when procuring on behalf of the SFA's food service. The SFA shall reimburse the Selected FSMC its actual costs, net of all discounts, rebates and other applicable credits accruing to or received by the Selected FSMC or any assignee under the contract when the equipment, marketing materials, or other supplies were purchased, which shall be charged to the SFA as an operating expense of the food service program. Any such purchases shall be free of Selected FSMC logos; only manufacture logos are acceptable. Ownership of the equipment, marketing materials, or other supplies will vest in the SFA upon full and final payment to the Selected FSMC. Upon such payment, the Selected FSMC shall deliver a bill of sale evidencing transfer of title to the equipment to the SFA. Purchases made by the Selected FSMC that are part of and/or included in the fixed meal price, administration fee, or management fee are excluded from this subsection of the RFP and as a result, such purchases may contain FSMC logos.

   b. If the Awarded Contract expires or is terminated prior to the complete repayment of the equipment, the SFA shall, on the expiration date, or within five days after receipt by either party of any notice of termination under the awarded contact (*select one).*

      ☒ Reimburse the Selected FSMC the unpaid portion of the equipment.

      OR

      ☐ Deliver and return ownership of the equipment or other items to the Selected FSMC.

      OR

      ☐ Lease purchase the equipment or other items funded by the Selected FSMC and continue to pay the Selected FSMC a monthly payment in the amount invoiced when the equipment was purchased until the balance is repaid. In this event, the SFA's obligation under the Lease Purchase Agreement with the Selected FSMC shall be subject to the SFA's ratification of the rental agreement for each ensuing fiscal year.

2. Except as otherwise expressly provided in this contract, the Selected FSMC will defend, indemnify, and hold the SFA harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs that may rise because of the sole negligence, misconduct, or other fault of the Selected FSMC, its agents or employees in the performance of its obligations under this contract, except to the extent any such claims or actions result from the negligence of the SFA, its employees or agents. This clause shall survive termination of the Awarded Contract.

3 The SFA and the Selected FSMC shall work together to ensure a financially sound operation.

4. **Assumptions:** Financial terms of the Awarded Contract are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, the Awarded Contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.

a. The SFA's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.

b. Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall remain materially consistent throughout the year.

c. Usable USDA Foods, of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per meal pattern for the Awarded Contract year, will continue to be available.

d. The government reimbursement rates in effect shall remain materially consistent throughout the year.

e. Meal components and quantities required by the National School Lunch Act (NSLA) or the NSLP remain consistent with prior years.

f. Service hours, service requirements, and type or number of facilities selling food and/or beverages on SFA's premises shall remain materially consistent throughout the year.

g. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.

h. The projected number of full feeding days is 179 .

i. SFA revenue credited to the nonprofit food service program shall include all state and federal amounts received specifically for child nutrition operations.

The term materially consistent shall mean that a change does not (1) materially increase Selected FSMC's cost of providing management service or (2) materially decrease the net revenue derived from the food service operations.

X. Trade Secrets and Proprietary Information

1. As a result of federal, state, and local open records laws and regulations, during the term of the Awarded Contract, the Selected FSMC must provide the SFA access certain proprietary materials as deemed by the Selected FSMC. These recodes include menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the Selected FSMC), and similar compilations regularly used in Selected FSMC's business operations resulting from the Awarded Contract.

   So long as no conflict exists with federal, state, and local open records laws and regulations, the SFA shall not disclose any of the Selected FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the Awarded Contract. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the Selected FSMC. All trade secrets and other confidential information shall remain the exclusive property of the Selected FSMC and shall be returned to the Selected FSMC immediately upon termination of the Awarded 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 the SFA, the SFA agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to the Selected FSMC and not the SFA. Furthermore, the SFA's access or use of such software shall not create any right, title interest, or copyright in such software, and the SFA shall not retain such software beyond the termination of the Awarded Contract.

2. In the event of any breach of this provision, the Selected FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. The SFA's obligations under this section are subject to, but not limited by, its obligations under the Wisconsin Open Records Law, Wisconsin Statute Sect. 19.31-19.39. This provision shall survive the termination of the Awarded Contract.

3. Any discovery, invention, software, or programs paid for by the SFA shall be the property of the SFA to which the state agency and USDA shall have unrestricted rights including copyrights.

Y. Summer Food Service Program (SFSP)

☐ Only required if this box is checked. The SFSP may be added to the Awarded Contract using the Amendment to the Food Service Management Company Base Contract for the Addition of SFSP and/or CACFP Child Nutrition Program(s). The Amendment modifies the Awarded Contract to allow the FSMC and SFA to contract out for products and services related to this program. Reference this Amendment for contracting details and requirements.

Z. Child and Adult Care Food Program (CACFP)

☐ Only required if this box is checked. The CACFP may be added to the Awarded Contract using the Amendment to the Food Service Management Company Base Contract for the Addition of SFSP and/or CACFP Child Nutrition Programs). The Amendment modifies the Awarded Contract to allow the FSMC and SFA to contract out for products and services related to this program. Reference this Amendment for contracting details and requirements.

AA. Fresh Fruit and Vegetable Program (FFVP)

☐ Only required if this box is checked. The FFVP may be added to the Awarded Contract using the Fresh Fruit and Vegetable Program (FFVP). The Amendment modifies the Awarded Contract to allow the FSMC and SFA to contract out for products and services related to this program. Reference this Amendment for contracting details and requirements.

List of RFP Attachments

	Attachment and Title	Completed by SFA	Completed by Offeror
	Projected Operations – Expenditures		
A.1	• Current Operations—Labor Worksheet	X	
A.2	• Proposed Operations—Labor Worksheet		X
A.3	• Current Operations—Fringe Benefit Cost Worksheet	X	
A.4	• Proposed Operations—Fringe Benefit Cost Worksheet		X
B	Equipment (Expendable and Nonexpendable) and Implementation Cost	Only if Applicable	Only if Applicable
C	Projected Operations – Revenue, Pages 1 - 3		
	• Projected Operations—Revenue, Page 1: In-School Revenue	X	
	• Projected Operations—Revenue, Page 2: Federal Reimbursement	X	
	• Projected Operations—Revenue, Page 3	X	
D	Proposed Operations—Expenditures		X
E	Proposed Operations—Profit or Loss		X
F	Proposal Agreement Page	X	X
G	SFA Specifications on Average Daily Participation for NSLP	X	
H	SFA Specifications on Average Daily Participation for SBP	X	
I	SFA Specifications on Average Daily Participation for ASP	X	
J	SFA Specifications on Average Daily Participation for the SMP	X	
K	SFA Specification Worksheet on Average Daily Participation (ADP)—WISDMP	X	
L	SFA Site/Building Listing General Data	X	
M	SFA Site/Building Listing of Service to Be Provided	X	
N	Minimum Food Specifications	X	
O	Sample 21-Day Cycle Lunch Menus	X	
P	Sample __ Day Cycle Breakfast Menus	X	
Q	Sample __ Day Cycle After School Care Snack Menus	X	
R	Holiday Schedule	X	
S	Independent Price Determination Certificate	X	X
T	Suspension and Debarment Certification		X
U	Lobbying Certification		X
V	Disclosure of Lobbying Activities		X
W	Instructions for Completion of Disclosure of Lobby Activities Form		

Attachment A.1: Current Operations—Labor Worksheet

See Excel worksheet to complete Attachment A.1.

NOTE: Use actual rates for SFA; do not use a prorated statewide average benefit rate.

Attachment A.1: Current Operations—Labor Worksheet

(To be completed by the SFA)

For Programs and Sites to be Contracted

Pay rates for the year 2022-23

Site or School	Job Title	Hourly Rate ($)	Daily Hours	Number of Days Paid	Total Annual Wage ($)	Unemployment Compensation	SFA Employees	FSMC Employees
All	Director	$ 25.00	8	260	$ 52,000.00	$ 420.00	☐	☑
Shorewood High School	Food Service Worker	$ 14.85	6	179	$ 15,948.90	$ -	☐	☑
Shorewood High School	Food Service Worker	$ 13.00	6.5	179	$ 15,125.50	$ -	☐	☑
Shorewood High School	Food Service Worker	$ 13.00	5	179	$ 11,635.00	$ -	☐	☑
Shorewood Intermediate School	Food Service Worker	$ 13.00	5	179	$ 11,635.00	$ -	☐	☑
Shorewood Intermediate School	Food Service Worker	$ 13.67	5.5	179	$ 13,458.12	$ -	☐	☑
Atwater Elementary School	Food Service Worker	$ 13.00	5	179	$ 11,635.00	$ -	☐	☑
Atwater Elementary School	Food Service Worker	$ 13.00	5.5	179	$ 12,798.50	$ -	☐	☑
Lake Bluff Elementary School	Food Service Worker	$ 11.85	6	179	$ 12,726.90	$ -	☐	☑
Lake Bluff Elementary School	Food Service Worker	$ 12.22	4	179	$ 8,749.52	$ -	☐	☑
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Attachment A.1: Current Operations—Staffing Model
Labor Worksheet

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Total Labor	$ 165,712.44
Annual Retirement	$ -
Annual Substitute Pay	$ -
Total:	$ 165,712.44

NOTE: Use actual rates for SFA; do not use a prorated statewide average benefit rate.

Attachment A.2: Proposed Operations—Labor Worksheet

See Excel worksheet to complete Attachment A.2.

Attachment A.2: Proposed Operations—Labor Worksheet

(*To be completed by the Offeror*)

For Programs and Sites to be Contracted

Pay rates for the year 2022-23

Site or School	Job Title	Hourly Rate ($)	Daily Hours	Number of Days Paid	Total Annual Wage ($)	Unemployment Compensation	SFA Employees	FSMC Employees
All	Food Service Director	$ 31.73	8	260	$ 66,000.00	$ -	☐	☑
Shorewood High School	Food Service Worker	$ 15.85	6	183	$ 17,403.30	$ -	☐	☑
Shorewood High School	Food Service Worker	$ 14.00	6.5	183	$ 16,653.00	$ -	☐	☑
Shorewood High School	Food Service Worker	$ 14.00	5	183	$ 12,810.00	$ -	☐	☑
Shorewood Intermediate School	Food Service Worker	$ 14.00	5	183	$ 12,810.00	$ -	☐	☑
Shorewood Intermediate School	Food Service Worker	$ 14.67	5.5	183	$ 14,765.36	$ -	☐	☑
Atwater Elementary School	Food Service Worker	$ 14.00	5	183	$ 12,810.00	$ -	☐	☑
Atwater Elementary School	Food Service Worker	$ 14.00	5.5	183	$ 14,091.00	$ -	☐	☑
Lake Bluff Elementary School	Food Service Worker	$ 15.00	6	183	$ 16,470.00	$ -	☐	☑
Lake Bluff Elementary School	Food Service Worker	$ 15.00	4	183	$ 10,980.00	$ -	☐	☑
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Attachment A.2: Proposed Operations—Staffing Model
Labor Worksheet

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Total Labor	$ 194,792.66
Annual Retirement	$ -
Annual Substitute Pay	$ -
Total:	$ 194,792.66

Attachment A.3: Current Operations—Fringe Benefit Cost Worksheet

See Excel worksheet to complete Attachment A.3.

Attachment A.3: Current Operations—Fringe Benefit Cost Worksheet
(To be completed by the SFA)

For Programs and Sites to be Contracted
Pay rates for the year 2022-23

Job Title	Hospitalization Medical $	Dental $	Vision $	Longevity or Annuity $	Life $	Retirement $	FICA $	Other[1] $	Total $	SFA Employees	FSMC Employees
Director	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,956.00	$ 17.00	$ 7,973.00	☐	☑
Food Service Worker	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,440.18	$ -	$ 2,440.18	☐	☑
Food Service Worker	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,314.20	$ -	$ 2,314.20	☐	☑
Food Service Worker	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,780.16	$ -	$ 1,780.16	☐	☑
Food Service Worker	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,780.16	$ -	$ 1,780.16	☐	☑
Food Service Worker	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,059.09	$ -	$ 2,059.09	☐	☑
Food Service Worker	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,780.16	$ -	$ 1,780.16	☐	☑
Food Service Worker	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,958.17	$ -	$ 1,958.17	☐	☑
Food Service Worker	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,947.22	$ -	$ 1,947.22	☐	☑
Food Service Worker	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,338.68	$ -	$ 1,338.68	☐	☑
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Attachment A.3: Current Operations—Staffing Model
Fringe Benefit Cost Worksheet

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Total Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ 25,354.00	$ 17.00	$ 25,371.00		

[1] **Include paid time off (PTO), holiday pay and sick pay**

If Workers' Compensation cost is charged to food service, percentages ___%

NOTE: Use actual rates for SFA; do not use a prorated statewide average benefit rate.

Attachment A.4: Proposed Operations—Fringe Benefit Cost Worksheet

See Excel worksheet to complete Attachment A.4.

Attachment A.4: Proposed Operations—Staffing Model, Page 4

Attachment A.4: Proposed Operations—Fringe Benefit Cost Worksheet

(*To be completed by the Offeror*)

For Programs and Sites to be Contracted

Pay rates for the year 2022-23

Job Title	Hospitalization Medical $	Dental $	Vision $	Longevity or Annuity $	Life $	Retirement $	FICA $	Other[1] $	Total $	SFA Employees	FSMC Employees
Director	$ 24,915.34	$ -	$ -	$ -	$ -	$ -	$ 4,092.00	$ -	$ 29,007.34	☐	☑
Food Service Worker	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,450.00	$ -	$ 2,450.00	☐	☑
Food Service Worker	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,184.00	$ -	$ 2,184.00	☐	☑
Food Service Worker	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,906.00	$ -	$ 1,906.00	☐	☑
Food Service Worker	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,241.00	$ -	$ 2,241.00	☐	☑
Food Service Worker	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,533.00	$ -	$ 1,533.00	☐	☑
Food Service Worker	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,268.00	$ -	$ 2,268.00	☐	☑
Food Service Worker	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,640.00	$ -	$ 1,640.00	☐	☑
Food Service Worker	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,906.00	$ -	$ 1,906.00	☐	☑
Food Service Worker	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,086.00	$ -	$ 2,086.00	☐	☑
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Attachment A.4: Proposed Operations—Staffing Model
Fringe Benefit Cost Worksheet

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Total Costs	$ 24,915.34	$ -	$ -	$ -	$ -	$ -	$ 22,306.00	$ -	$ 47,221.34		

Attachment B: Equipment and Implementation Costs—Expendable and Nonexpendable

See Excel worksheet to complete Attachment B.

Attachment B: Equipment and Implementation Costs—
Expendable and Nonexpendable

Expendable Equipment Costs by Line Item

Item	Description	Cost
1		$ -
2		$ -
3		$ -
4		$ -
5		$ -
6		$ -
7		$ -
8		$ -
9		$ -
10		$ -
	Total Cost ➢	$ -

Nonexpendable Equipment Costs by Line Item

Item	Description	Cost
1		$ -
2		$ -
3		$ -
4		$ -
5		$ -
6		$ -
7		$ -
8		$ -
9		$ -
10		$ -
	Total Cost ➢	$ -

Implementation Costs by Line Item

Item	Description	Cost
1	*Office Supplies*	$ -
2	*IT (software)*	$ -
3	*Signage*	$ -
4		$ -
5		$ -
6		$ -
7		$ -
8		$ -
9		$ -
10		$ -
	Total Cost ➢	$ -

Attachment C.1: Projected Operations—Revenue (In-School Revenue)

See Excel worksheet to complete Attachment C.1.

Attachment C.1: Projected Operations—Revenue, Page 1

In-School Revenue

For Programs and Sites to be Contracted

To be completed by the SFA

Based on __179__ Days of Service

Breakfast Programs	No. Meals		Price		Total	
Elementary Full Price	2,163	X	$ 1.50	=	$3,245.20	
Secondary Full Price	2,820	X	$ 1.50	=	$4,229.70	
(a) Tiered Pricing	0	X	$ -	=	$0.00	
(b) Tiered Pricing	0	X	$ -	=	$0.00	
(c) Tiered Pricing	0	X	$ -	=	$0.00	
(d) Tiered Pricing	0	X	$ -	=	$0.00	
Reduced Price	484	X	$ 0.30	=	$145.19	
Adult	18	X	$ 2.00	=	$36.00	
Subtotal Breakfast	5,485					$7,656.10
Lunch Program						
Elementary Full Price	34,746	X	$ 2.80	=	$97,288.49	
Secondary Full Price	22,627	X	$ 3.10	=	$70,143.47	
(a) Tiered Pricing	0	X	$ -	=	$0.00	
(b) Tiered Pricing	0	X	$ -	=	$0.00	
(c) Tiered Pricing	0	X	$ -	=	$0.00	
(d) Tiered Pricing	0	X	$ -	=	$0.00	
Reduced Price	3,467	X	$ 0.40	=	$1,386.92	
Adult	126	X	$ 4.65	=	$585.73	
Subtotal Lunch	60,966					$169,404.61
After School Care Snack Program						
Full Price	0	X	$ -	=	$0.00	
Reduced Price	0	X	$ -	=	$0.00	
Adult	0	X	$ -	=	$0.00	
Subtotal Snacks	0					$0.00
Special Functions						
Catering						$ -
Other						
SMP Revenue						$ -
A la Carte, *if applicable*						$ 81,506.43
Concession Revenue, *if applicable*						$ -
Vending Machine Sales Total Revenue						$ -
Contract Meals						$ -
					Total In-School Revenue ➢	$258,567.14

Attachment C.2: Projected Operations—Revenue

See Excel worksheet to complete Attachment C.2.

Attachment C.2: Projected Operations—Revenue, Page 2

Federal Reimbursement

To be completed by the SFA

Based on __179__ Days of Service

Breakfast Programs	No. Meals					Total	
Free	2,979	X	$	2.11	=	$6,285.51	
Free, Severe Need	42	X	$	2.52	=	$105.81	
Reduced Price	484	X	$	1.81	=	$875.97	
Reduced Price Severe Need	0	X	$	2.22		$0.00	
Full Price	4,983	X	$	0.35	=	$1,744.15	
Total Breakfast	8,488						$9,011.43
Lunch Program							
Free	22,857	X	$	4.01	=	$91,655.58	
Reduced Price	3,467	X	$	3.61	=	$12,516.94	
Full Price	57,373	X	$	0.45	=	$25,817.77	
Total Lunch	83,697						$129,990.29
After School Care Snack Program							
Free	0	X	$	-	=	$0.00	
Reduced Price	0	X	$	-	=	$0.00	
Full Price	0	X	$	-	=	$0.00	
Total Snacks	0						$0.00
Special Milk Program							
Special Milk Program	0	X	$	-	=	$0.00	
Total Special Milk Program							$0.00
Summer Food Service Program *If applicable*—SFA must use information from amendment to add SFSP.							
	Based on	**0**	**Days of Service**				
Breakfast	0	X	$	-	=	$0.00	
Lunch/Supper	0	X	$	-	=	$0.00	
Snacks	0	X	$	-	=	$0.00	
Total SNSP	0						$0.00
Child and Adult Care Food Program *If applicable*—SFA must use information from amendment to add CACFP.							
	Based on	**0**	**Days of Service**				
Breakfast	0	X	$	-	=	$0.00	
Lunch/Supper	0	X	$	-	=	$0.00	
Snacks	0	X	$	-	=	$0.00	
Total CACFP	0						$0.00
						Total Federal Reimbursement ➢	$139,001.72

Attachment C.3: Projected Operations—Revenue

See Excel worksheet to complete Attachment C.3,
.

Attachment C.3: Projected Operations—Revenue, Page 3

To be completed by SFA

WI Elderly Nutrition*	$ -	
WI School Day Milk*	$ -	
National School Lunch (NSL) Match*	$ 8,700.00	
State Breakfast (SB) Match*	$ 8,430.00	
	Total State Reimbursement ➢	$ 17,130.00

USDA Foods Value	$ -	
Bonus USDA Foods Value	$ -	
	Total USDA Foods Value ➢	$ -

Total In-School Revenue	$258,567.14	
Total Federal Reimbursement	$139,001.72	
Total USDA Foods	$ -	
Total State Reimbursement	$ 17,130.00	
	Total Revenue ➢	$414,698.86

*Complete using the most recent program reimbursement received from DPI.

Attachment D: Proposed Operations—Expenditures

See Excel worksheet to complete Attachment D.

Attachment D: Proposed Operations—Expenditures

For Programs and Sites to be Contracted

To be Completed by Offeror

Based on __179__ Days of Service

Food and Milk		
Enter the amounts of food and milk purchased and received		$ 71,614.28
USDA Foods Value		$58,660.14
Bonus USDA Foods Value		$ -
USDA Foods processing and handling charges		$9,000
Sub-Total:	$139,274.42	
Direct Labor and Benefits		
Enter the gross amount paid for salaries to food service workers (other than Food Service Director). Include employee benefits such as health insurance, retirement funds, and matching social security.		$ 145,957.00
Food Service Director pay (including benefits)		$ 96,057.00
Sub-Total:	$242,014.00	
Other Direct		
Enter the cost for nonfood items such as paper goods, supplies, equipment repairs (less than $1,500 per repair), equipment, rental, and extermination.		$ 40,240.75
Expendable Equipment		
Enter the amount of each piece of equipment which has an expected service life of less than one year and an acquisition cost less than $1,500.		$ -
Nonexpendable Equipment		
Enter the amount of each piece of equipment which is not consumed in use and is of durable nature with an expected service life of one or more years and has an acquisition cost of $1,500 or more. (Line item break out items listed on Attachment B)		$ -
Implementation Cost		
Enter the amount of costs associated with the implementation of the program.		$ -
Non-reimbursable Expenses		
Enter all expenditures that are not an allowable cost for reimbursement purposes (i.e., bank charge of bounced checks, lost purchased foods, lost USDA Foods, etc.).		$ -
A la Carte Sales *If not included above*		
Enter total expenditures related to extra sales (i.e., food, labor, supplies).		$ -
Special Functions *Catering*		
Enter total expenditures related to special functions (i.e., food, labor, supplies, equipment repair, etc.)		$ -
Vended Meals *Contract Meals—If not included above*		
Enter total expenditures related to the preparation and delivery of contract meals (i.e., food, labor, supplies, etc.).		$ -
Vending/Concessions		
Enter total expenditures related to concession sales (i.e., food, labor, supplies, equipment repair, etc.)		$ -
Total Operational Expenditures ➢		$ 421,529.17

Attachment E: Proposed Operations—Profit or Loss

See Excel worksheet to complete Attachment E.

Attachment E: Proposed Operations —Profit or Loss

For Programs and Sites to be Contracted

To be Completed by Offeror

Based on __179__ Days of Service

Total Revenue					$	414,698.86
Total Operational Expenditures					$	421,529.17
Offeror's Total Fixed Fee(s) Costs						
	Number of Meals		**Fixed Fee**			
Management Fee Per Meal		X	$ -	=	$	-
Administrative Fee Per Meal		X	$ -	=	$	-
	Number of Months					
Yearly Fixed Management Fee	12	X	$ 2,875.75	=	$	34,509.00
Total Proposed Fixed Fee					$	34,509.00
				Profit or Loss ➢	$	(41,339.31)

*If quoting USDA Foods Value and/or Manufacturing Rebates, Discounts, and Credits, Offeror will need to provide on a separate document (to be attached to the Proposal and titled "*USDA Foods Value and/or Manufacturing Rebates, Discounts, and Credits*") a complete description of how these values were calculated. Offeror must provide sufficient detail for SFA to evaluate how these value were determined. If details are missing or not sufficient, values will be rejected and not be considered in the Total Operational Expenditures.

Attachment F: Proposal Agreement Page

FSMC
Complete section below.

THE UNDERSIGNED HEREBY OFFERS to provide the services of an FSMC as specified in this proposal for the period of (contract beginning date) and ending (contract ending date).

I understand that the SFA reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of sixty (60) days from the time of opening of the proposal.

FURTHERMORE, I CERTIFY that, consistent with Section I. subsection R of this RFP, I have not exchanged any gratuities, favors, nor anything of monetary value with the SFA, and this proposal is made without prior understanding, agreement, or connection with any other Offeror submitting a proposal for the same type of service, and is in all respects fair and without collusion or fraud. I agree to abide to all term and conditions of this RFP and certify that I am authorized to sign the RFP for the Offeror.

FSMC Name			
Aramark Educational Services, LLC			
FSMC Street Address	City	State	Zip
2400 Market Street	Phiadelphia	PA	19103
Signature of Authorized Representative ➢ DocuSigned by: [signature] B497348450BD453...		Date Signed *Mo./Day/Yr.* 4/5/23	
Printed Name *First and Last* Daniel Regler	Title Vice President of Fiance		
Email Address growth@aramark.com	Phone *Area Code/No.* 215-238-3000	FAX *Area Code/No.* N/A	

SFA
Complete section below.

Awarding of the Contract

SFA by signing below is awarding the contract for this RFP to the Offeror of this proposal, herein referred to as "Selected FSMC". This proposal, all sections of the proposal, all terms and conditions, addendums, including any additional addendums mutually agreed to by both the SFA and Offeror will be incorporated in to this Awarded Contract.

The undersigned hereby accepts Offeror's services of an FSMC as specified in this proposal for the period of (contract beginning date) and ending (contract ending date).

SFA Name			
SFA Street Address	City	State	Zip
Signature of Authorized Representative ➢		Date Signed *Mo./Day/Yr.*	
Printed Name *First and Last*	Title		
Email Address	Phone *Area Code/No.*	FAX *Area Code/No.*	

Attachment G: SFA Specification Worksheet on Average Daily Participation (ADP)—NSLP

See Excel worksheet to complete Attachment G.

Attachment G: SFA Specification Worksheet on Average Daily Participation (ADP)—NSLP

Lunch Program

To be Completed by SF

Site or School	Enrollment	Number of Approved Students		
		Free	Reduced - Price	Paid
Lake Bluff	502	102	22	399
Atwater Elementary	523	114	14	374
Shorewood Intermediate School	292	58	7	227
Shorewood High School	665	142	21	502
Total	1982	416	64	1502

*Do not include Special Functions

Attachment H: SFA Specification Worksheet on Average Daily Participation (ADP)—SBP

See Excel worksheet to complete Attachment H.

Attachment H: SFA Specification Worksheet on Average Daily Participation (ADP)—SBP

School Breakfast Program

To be Completed by SFA

Site or School	Enrollment	Projected Reimbursable Meals *Average Daily Number of Meals by Category*			Total Site ADP	Contract Meals *Meals sold to other schools** No. of Meals
		Free	Reduced- Price	Paid		
Lake Bluff	502	4	0	4	8	
Atwater Elementary	523	5	1	8	14	
Shorewood Intermediate School	292	3	1	6	10	
Shorewood High School	665	6	0	11	17	
					0	
					0	
					0	
					0	
					0	
					0	
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					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
Total	1982	18	2	29	49	0

*Do not include Special Functions

Attachment I: SFA Specification Worksheet on Average Daily Participation (ADP)—ASP

See Excel worksheet to complete Attachment I.

Attachment I: SFA Specification Worksheet on Average Daily Participation (ADP)—ASP

Afterschool Snack Program

To be Completed by SFA

Site or School	Enrollment	Projected Reimbursable Meals *Average Daily Number of Meals by Category*			Total Site ADP	Contract Meals *Meals sold to other schools** No. of Meals
		Free	Reduced- Price	Paid		
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
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					0	
					0	
					0	
					0	
Total	0	0	0	0	0	0

*Do not include Special Functions

Attachment J: SFA Specification Worksheet on Average Daily Participation (ADP)—SMP

See Excel worksheet to complete Attachment J.

Attachment J: SFA Specification Worksheet on Average Daily Participation (ADP)—SMP

Special Milk Program

To be Completed by SFA

Site or School	Enrollment	Projected Reimbursable Meals *Average Daily Number of Meals by Category*		Total Site ADP	Contract Meals *Meals sold to other schools** No. of Meals
		Free	Paid		
				0	
				0	
				0	
				0	
				0	
				0	
				0	
				0	
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				0	
				0	
Total	0	0	0	0	0

*Do not include Special Functions

Attachment K: SFA Specification Worksheet on Average Daily Participation (ADP)—WISDMP

See Excel worksheet to complete Attachment K.

Attachment K: SFA Specification Worksheet on Average Daily Participation (ADP)—WISDMP

WI School Day Milk Program

To be Completed by SFA

Site or School	Enrollment	Projected Reimbursable Meals *Average Daily Number of Meals by Category* Free	Total Site ADP	Contract Meals *Meals sold to other schools** No. of Meals
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
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			0	
			0	
Total	0	0	0	0

*Do not include Special Functions

Attachment L: SFA Site/Building Listing—General Data

See Excel worksheet to complete Attachment L.

Attachment L: SFA Site/Building Listing—General Data

To be completed by the SFA

Site or School	Address	Grade Levels[1]	Self-Prep, Satellite, Etc.[2]	No. of Serving Periods (Lunch)
LakeBluff	1600 E Lake Bluff Blvd, Shorewood, WI 53211	K-6	Self-Prep	3
Atwater	2100 E Capital Drive, Shorewood, WI 53211	K-6	Self-Prep	4
Shorewood Intermediate School	3830 N Morris Blvd., Shorewood, WI 53211	7th-8th	Self- Prep	2
Shorewood High School	1701 E Capital Drive, Shorewood WI 53211	9th-12th	Self-Prep	1

[1] List grade groups that have access to meal service

[2] Indicate if site or school prepares meals on site or if meals are satellite sent in bulk or pre-plated.

Attachment M: SFA Site/Building Listing—Services to Be Provided

See Excel worksheet to complete Attachment M.

Beginning and Ending Times of Meal Service			No. Of Serving Days
Breakfast	Lunch	Snack	
8:00-8:15	11:15-12:45	–	179
8:00-8:15	11:00-12:40	–	179
7:45-8:15	11:04-12:47	–	179
7:30-8:00	11:45-12:50	–	179
–	–	–	
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Attachment M: SFA Site/Building Listing—Services to Be Provided

To be completed by the SFA

Site or School	Breakfast					Lunch					Snack	SMP	Fresh Fruit And Vegetable Program	WSDMP	SFSP	CACFP
	Meal[1]	Offer Versus Serve	A la Carte sales	Contract Meals	Adult Meals	Meal[1]	Offer Versus Serve	A La Carte Sales	Contract Meals[3]	Adult Meals						
LakeBluff	☑	☑	☐	☐	☑	☑	☑	☑	☐	☑	☐	☐	☐	☐	☐	☐
Atwater	☑	☑	☐	☐	☑	☑	☑	☑	☐	☑	☐	☐	☐	☐	☐	☐
Shorewood Intermediate School	☑	☑	☐	☐	☑	☑	☑	☑	☐	☑	☐	☐	☐	☐	☐	☐
Shorewood High School	☑	☑	☐	☐	☑	☑	☑	☑	☐	☑	☐	☐	☐	☐	☐	☐
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[1] SFA must declare if FSMC needs to provide vending and concessions at any given site.

Standard Guaranty Language
For Wisconsin Cost-Reimbursable Proposals

Aramark Guarantee:

1) **Projected Food Service Budget Surplus:** Aramark estimates that the projected surplus for the Current Year shall be at least $60,000 (the "Projected Surplus") for those items of revenue and expense set forth in the mutually agreed upon budget attached hereto as Exhibit B (the "Food Service Budget").

2) **Aramark Reimbursement:** Aramark agrees to reimburse District for the amount, if any, by which District's Surplus is less than the Projected Surplus for the Current Year ("District's Shortfall") up to the amount of Aramark's Fee for the Current Year. District shall be responsible for the balance of the District's Shortfall. As used herein, the term "District's Surplus" shall mean the amount, if any, by which District's actual Gross Receipts for the Current Year exceed District's actual Total Food Service Costs for the Current Year.

Reimbursement Conditions and Assumptions: Aramark's obligation to reimburse District shall remain in effect only during the Current Year and is contingent upon the following conditions and assumptions remaining in effect for the Current Year:

a. Reimbursement rates for Food Service Program meals shall increase by percentages at least equal to the percentage increases experienced in the prior school year.

b. The value of government donated commodities received shall not be less than the value of government donated commodities received during the prior school year.

c. The mix and quantity of government donated commodities shall not change from the mix and quantity received the prior school year so as to increase actual food costs over the level of projected food cost set forth in Exhibit B.

d. The District shall not require Aramark to purchase processed commodities for a total price (including all applicable costs and fees) that exceeds the then-current market price for a comparable commercial item.

e. There shall be at least One Hundred Seventy-Nine (179) full service days where breakfast and lunch are served for the Current Year.

f. The average daily student enrollment for the Current Year shall be at least One Thousand Nine Hundred Eighty-Two (1,982).

g. The cost of wages, salary, and fringe benefits for the food service operations employees or the number of such employees shall not exceed such levels as set forth in Exhibit B. Aramark's reimbursement obligation is based on the Federal and State minimum wage laws and health care benefit rates, laws, and regulations including, without limitation, any prevailing wage rates and laws, in effect as of January 1, 2023. Should the minimum wage or health and welfare benefit rates be increased above the January 1, 2023 level pursuant to any Federal, State or local law or regulation, or should Aramark's costs increase due to causes beyond ARAMARK's control, Aramark's reimbursement obligation shall automatically be adjusted to cover increased costs resulting directly or indirectly from such increase.

h. The actual costs charged to the Food Service Enterprise Account by the District shall not exceed the projected operating expenses as set forth in Exhibit B, attached hereto and made a part hereof.

i. Food costs during the Current Year shall not increase by an amount great than Four Percent (4%). Food costs will be measured by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served pursuant to this Agreement (the "District Menu"). The period for determining CPI-FAH and Market Basket of Products increases shall be June of the immediately preceding year to June of the Current Year. The "Market Basket of Products" represents categories or types of products that are generally used in the District Menu. Such products are classified into the following six categories of food

u. The District shall not block schedule during lunch periods not already so scheduled at the time of the submission of Aramark's proposal.

v. The District shall not materially decrease the number and nature of events at which concessions are sold by Aramark from those projected in the District's request for proposals.

w. Meal periods shall meet the following minimum requirements:

	Number of Meal Periods	Length of Meal Periods
Elementary Schools	4	20 minutes
Middle/Junior High Schools	2	35 minutes
High School	1	50 minutes

x. The District shall not engage in or expand any purchasing program not already in place at the time of the submission of Aramark's proposal.

y. District and/or any facility affiliated with District shall neither hire any supervisory employee of Aramark, nor permit any supervisory employee of Aramark to be employed on District's premises or on the premises of any facility affiliated with District during the Current Year or for a period of 12 months subsequent to the Current Year (unless such employees were formerly employees of District) whether as an individual or as owner, partner, majority stockholder, director, officer or employee of a food service provider. For the purpose of this provision, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on District's premises at any time during the Current Year or the 12-month period immediately preceding the Current Year.

In the event any of the foregoing conditions or assumptions is not met during the Current Year, Aramark's obligation shall be reduced by the amount of any increase in District's Total Food Service Costs or any reduction in Gross Receipts which is attributable to the changes in such conditions or assumptions. Furthermore, if during the Current Year District requests a material change in any phase of the Food Service Program that results in a decrease in Gross Receipts or an increase in Total Food Service Costs from the amounts set forth in the Food Service Budget, Aramark shall advise District of its estimate of the increase in the Total Food Service Costs or decrease in Gross Receipts attributable to such requested change. Any budget, including the Food Service Budget, agreed to by Aramark and District shall be adjusted to reflect such estimated increase in Total Food Service Costs or decrease in Gross Receipts.

SCHOOL DISTRICT OF SHOREWOOD SCHOOL DISTRICT
COST REIMBURSABLE FOOD MANAGEMENT SERVICES RFP

List of Assumptions

Notwithstanding anything in the Request for Proposal to the contrary, Aramark assumes the following:

1. USDA Donated Commodities: The FSMC is required to credit the SFA's food service account for the full value of all USDA-donated commodities received by the FSMC (STC, Section C.5.). Please note that Aramark will credit USDA-donated commodities to the District by disclosure on its invoices.

2. Discounts and Rebates. With regard to Standard Terms and Conditions Section L. (Page 33) of the RFP, because the District has selected a cost reimbursable contract, the return of rebates, discounts or credits associated with purchases only relates to the purchase of goods and services charged to the SFA under the contract.

3. Trade Secrets and Proprietary Information. Section X.3. (Page 43) will only apply to the extent SFA pays for discoveries, inventions, software or programs.

4. Termination for Cause. Notwithstanding STC, Section Q.2. (Pages 35) of the RFP, SFA will afford FSMC notice and an opportunity to cure prior to executing its right to terminate for cause.

5. Equipment: Notwithstanding STC, Section K.11. (Page 33) of the RFP, it is Aramark's understanding that the SFA will be liable for damages to or loss of FSMC-owned equipment if such damage or loss was the result of negligent acts or omissions of the SFA.

aramark

Budget Summary

Projected Food Service Operating Statement

Shorewood School District

Item / Budget Area		Year 1		Year 2
Cash Sales	$	315,449	$	329,644
Federal Reimbursements	$	229,259	$	239,575
Commodities	$	58,660	$	58,660
Agreement with Contracted Schools	$	-	$	-
Total Income	$	603,367	$	627,879
Gross Food Costs		$226,797		$233,601
Less NVDs (Discounts)		($22,039)		($22,700)
Net Food Costs	$	204,759	$	210,901
ARAMARK Labor	$	242,014	$	250,484
District Labor			$	-
Total Labor	$	242,014	$	250,484
ARAMARK Direct Costs		51,451	$	52,994
District Direct Costs	$	-	$	-
Total Direct Costs	$	51,451	$	52,994
Administrative Fee	$	34,509	$	35,717
Management Fee			$	-
Total ARAMARK Fees	$	34,509	$	35,717
Total Costs	$	532,732	$	550,097
District Surplus/(Def)	$	70,635	$	77,783

Attachment S: Independent Price Determination CertificateSTAY

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

Aramark Educational Services, LLC	Shorewood School District
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 to 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 for the purpose of restricting competition.

3. No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the Offeror certifies that:

1. He or she is the person in the Offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or

2. He or she is not the person in other Offeror's organization responsible within the organization 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 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 Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of 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 Signed *Mo./Day/Yr.*
➢ DocuSigned by: B4973484506D453...	Vice President of Finance	4/5/23

IN ACCEPTING THIS OFFER, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred above.

Signature of Food School Food Authority	Title	Date Signed *Mo./Day/Yr.*
➢		

NOTE: Accepting an Offeror's offer does not constitute award of the contract.

DocuSign Envelope ID: BB5BB3B6-0C63-48FD-A228-9965C1D2DD93

Attachment T: Suspension and Debarment Certification

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733).

(Before completing certification, read instructions below.)

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are 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.

Name of Food Service Management Company	PR/Award Number or Project Name Example: *Awarding of FSMC contract*
Aramark Educational Services, LLC	Shorewood School District
Name of Authorized Representative	**Title of Authorized Representative**
Daniel Regler	Vice President of Finance
Signature of Authorized Representative	**Date Signed *Mo./Day/Yr.***
DocuSigned by: B4973484506D453...	4/5/23

Instructions for Suspension Debarment Certification

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on this page 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 "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.

Attachment U: Lobbying Certification

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 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 and officer or employee of any agency, a Member of Congress, an officer or employee of the undersigned shall complete and submit Standard Form LLL, *Disclosure of Lobbying Activities*, 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 subrecipients shall certify and disclose accordingly.

Name of Submitting Official	Title of Submitting Official
Daniel Regler	Vice President of Finance
Name of Organization	**Address of Organization**
Aramark Educational Services, LLC	2400 Market Street, Philadelphia, PA 19103
Signature of Submitting Official	**Date Signed *Mo./Day/Yr.***
DocuSigned by: B4973484506D453...	4/5/23

NOT APPLICABLE

Attachment V: Disclosure of Lobbying Activities

Approved by OMB **STANDARD FORM –LLL**

Complete This Form to Disclose Lobbying Activities Pursuant to 31 U.S.C. 1352

(See Next Page for Public Disclosure)

1. Type of Federal Action ☐ A. Contract ☐ B. Grant ☐ C. Cooperative Agreement ☐ D. Loan ☐ E. Loan Guarantee ☐ F. Loan Insurance	**2. Status of Federal Action** ☐ A. Bid/Offer/Application ☐ B. Initial Award ☐ C. Post Award	**3. Report Type** ☐ A. Initial Filing ☐ B. Material Change For Material Change Only: Year: _____ Quarter: ___ Date of Last Report: _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier, if known _____ Congressional District, if known: __	**5. If Reporting Entity in No. 4 is Subawardee,** *Enter Name and Address of Prime* Name of Prime Address of Prime Congressional District, if known: __	
6. Federal Department/Agency	**7. Federal Program Name/Description** CFDA Number, if applicable: _____	
8. Federal Action Number *If known*	**9. Award Amount** *If known*	
10 a. Name and Address of Lobbying Entity *If individual, last name, first name, MI*	**10 b. Individual Performing Services** (Including address if different from No. 10 a) *Last name, first name, MI*	
11. Amount of Payment: *Check all that apply.* ☐ Actual ☐ Planned	**13. Type of Payment:** *Check all that apply.* ☐ A. Retainer ☐ B. One-Time Fee ☐ C. Commission ☐ D. Contingency Fee ☐ E. Deferred ☐ F. Other *Specify:*	
12. Form of Payment *Check all that apply.* ☐ A. Cash Nature: _____ ☐ B. In-kind *Specify* Value_____		
14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11. *Attach Continuation Sheets if necessary.*		
15. Continuation Sheets Attached: ☐ Yes ☐ No		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than $10,000 and no more than $100,000 for each such failure.	Signature: DocuSigned by: B4973484506D453... Print Name: Daniel Regler Title: Vice President of Finance Telephone Number *Area Code/No.:* 215-238-3000 Date: *Mo./Day/Yr.* 4/5/23	
Federal Use Only		Authorized for Local Reproduction

SCHOOL BOARD MEETING
CLOSED SESSION

March 9, 2023
4 pm

Board Member Participation:	Emily Berry, Vice President Ellen Eckman, Treasurer Becky Freer, Clerk Abby Fowler, Member Nathan Hammons, Member
District Staff Participation:	JoAnn Sternke, Interim Superintendent Heather Heaviland, Director of Business Services

On Tuesday, April 25, 2023 at 6:15 pm the Shorewood School Board met in Closed Session.

Call to Order: Ellen Eckman called the meeting to order at 6:15 pm.

Motion by Becky Freer to go to Closed Session per posting to discuss personnel matters, pursuant to Wis. Stat. 19.85(1)(c).

Motion to leave Closed Session by Ellen Eckman.

Meeting adjourned without objection at 6:55 pm.

SCHOOL DISTRICT OF SHOREWOOD
Board Meeting Minutes
Shorewood High School Library Media Center
April 25, 2023

Board Member Participation:	Emily Berry, Vice President Ellen Eckman, Treasurer Becky Freer, Clerk Abby Fowler, Member Nathan Hammons, Member
District Administrator Participation:	JoAnn Sternke, Interim Superintendent Kate Harder, Director of Special Education & Student Services Heather Heaviland, Director of Business Services Mike Joynt, Director of Teaching & Learning

I. 7:00pm CALL TO ORDER
Motion to Adopt the Agenda
MOVED by Abby Fowler and SECONDED by Nathan Hammons AYE: 5 NAY: 0

II. 7:06pm STUDENT ACHIEVEMENT and STUDENT RESULTS (R1)
Student Achievement Presentation: SHS CIEE education and service projects, Chris Jacquart and Evan Schmit
Student Results Presentation: SHS Social Studies Curriculum Updates, Jesse Perez and Evan Schmit

III. 7:49 pm PUBLIC COMMENT #1 - no comments

IV. 7:50 pm BOARD BUSINESS AND BOARD ACTION
A. Election of Board Officers
Motion to Elect Emily Berry School Board President
MOVED by Ellen Eckman and SECONDED by Nathan Hammons AYE: 5 NAY: 0

Motion to Elect Ellen Eckman School Board Vice President
MOVED by Emily Berry and SECONDED by Becky Freer AYE: 5 NAY: 0

Motion to Elect Becky Freer School Board Treasurer
MOVED by Emily Berry and SECONDED by Ellen Eckman AYE: 5 NAY: 0

Motion to Elect Abby Fowler School Board Clerk
MOVED by Emily Berry and SECONDED by Ellen Eckman AYE: 5 NAY: 0

B. R4 (Student Wellness) District Recommendations for Results Indicators and Report Revisions
C. 2023-2024 Preliminary Budget Balancing Strategies
D. Approval of Teacher Preliminary Notice of Non-Renewal Letters

1. Two One-Year Contract Non-Renewals
   MOVED by Nathan Hammons and SECONDED by Ellen Eckman AYE: 5 NAY: 0
2. Two Part-time Reductions
   MOVED by Abby Fowler and SECONDED by Nathan Hammons AYE: 5 NAY: 0
3. Three 1.0 FTE Reductions
   MOVED by Emily Berry and SECONDED by Ellen Eckman AYE: 5 NAY: 0

E. Legislative Advocacy Update

V. 9:30 pm BOARD CONSENT AGENDA
A. Approval of April 11, 2023 Regular Board Meeting Minutes
MOVED by Becky Freer and SECONDED by Abby Fowler AYE: 5 NAY: 0

VI. 9:30 pm PUBLIC COMMENT #2 - no comments

VI. 9:30 pm BOARD REPORTS
Becky Freer, Multi Language Learners Community Linkage

VIII. 9:36 pm SUPERINTENDENT'S REPORT

IX. 9:46 pm SUPERINTENDENT'S CONSENT AGENDA
A. Approval of District Staffing Changes: Appointments, Resignations, Retirements and Leave of Absence Requests: Katie Ryczkowski
B. Approval of Monthly Financials
MOVED by Abby Fowler and SECONDED by Ellen Eckman AYE: 5 NAY: 0

X. 9:46 pm PUBLIC COMMENT #3 - no comments

XI. 9:47 pm REVIEW OF 'TO DO' ITEMS
School Board Meeting Schedule, Open Records Law Refresher and Bylaws Review, Coherent Governance Conference

XII. 9:48 pm FUTURE AGENDA ITEMS
Board Work Plan

XIII. 9:52 pm RECESS AND DEBRIEF

EXECUTIVE SUMMARY
FOR THE SHOREWOOD SCHOOL BOARD

Topic: Superintendent's Report
Date: May 9, 2023
Prepared by: JoAnn Sternke, Interim Superintendent

Recommended action:

__X__ Information only
Presentation/discussion
Discussion/action by School Board
Presentation/action next meeting

Purpose:

To summarize current District education, administrative and operations priorities and provide follow up on items from prior Board meetings.

Board and Staff Transitions

Laurie Burgos was in the District on May 1 for meetings with the District leadership team, building tours and the SHS Staff Appreciation Lunch hosted by the District Office. She was also able to attend (and speak impromptu at!) the SEED Swing with Shorewood on Saturday. She will be back in the District for the day on May 12 and May 23, as well as June 2, and will attend some 6th Grade Passages presentations and participate in other activities on these upcoming dates. We are grateful that she has devoted this time to onboarding in advance of her first official day in July. These opportunities to get acquainted with key administrative and operations functions and visit buildings while school is in session are valuable for all of us.

Similarly, Tiara Rogers, incoming Principal of Shorewood Intermediate School, also visited the District, participating in meetings on April 25, and attending the 6th grade orientation at SIS on

April 26. Tiara will be back on May 4 and May 16 to meet with other school principals, the SIS leadership team, and to observe classes, lunches and after school activities.

I also want to congratulate our student Board representatives, Isabella Busby and Emmett Joslyn on their successful re-election campaigns. I know they will continue to represent the student body well.

District and School News

First, I want to thank District staff. May 1-5 was Staff Appreciation Week, and, as always, our PTO organizations, families and others took this opportunity to express their gratitude to teachers and instructional support staff, school office teams and employees who make our schools and other facilities welcoming and safe each and every day. The Board and Administration brought lunch in to all schools as a sign of appreciation. I am so grateful to serve alongside these professionals as we fulfill our educational mission and our commitment to the wellness of every student, and serve our community.

I also want to express our gratitude to the SEED Foundation. SEED's Swing with Shorewood event on May 6 marked the 20th year for this important fundraiser that helps support our schools. Over the years, SEED has been a critical partner to the District, responding to student needs and helping us advance long-term priorities. Congratulations to SEED Foundation on a wonderful event. I heard from our administrators in attendance that it was a wonderful event. I wish I could have joined in the derby celebration but was at our son's wedding.

The SEED Foundation is also partnering with the District and alumni volunteers to reestablish the all-alumni reunion on July 1, 2023. The picnic has not been held for several years, so we are welcoming everyone in the community to attend the event. The picnic is scheduled from 1-4 on the High School lawn, with activities for families with young children, campus tours, entertainment and a time capsule ceremony to mark the construction of the Administration Building. Tim Kenney has invited students who helped put the time capsule together back for the event, and we will be extending a special invitation to the Class of 2023 as they join the Alumni Association this year; we will also kick-off planning for the High School's 100th anniversary in 2024. Following the picnic, an alumni gathering is scheduled at Hubbard Park Lodge from 4-7 pm; reunion classes are also organizing events in coordination with the picnic. More information about this event is being shared through school newsletters, the Village Manager's memo, etc. The District website will be updated in the coming weeks to share updates and more event details.

Atwater and Lake Bluff instructional staff have continued to participate in Wednesday Early Release collaborations and professional development work that is focused on prioritizing standards and alignment. Mike Joynt shared some updates about the conclusion of the 5K-5 Eureka2 math curriculum pilot at a recent Board meeting, and our elementary special education, multi-language, and advanced learning staff and math interventionists met with representatives from the curriculum company during the April

26 early release session. These staff members will help create collaborative planning opportunities and support alignment for all K5-5 teachers, as well as the use of Eureka2 curriculum for any non-intervention learning activities happening outside the classroom. Professional development for teachers who will begin using Eureka2 is scheduled during our Back-to-School week in August.

The last Early Release professional development session of the year will be on May 17, and I want to thank Mike Joynt, our building leaders and our elementary faculty for this hard work. Aligning standards across lessons and units is critical to student growth. Together with identifying priority standards, this will become the foundation for assessment, lesson planning, and grading.

This is a very busy time of year for students, staff and families, and we appreciate the time that students, staff, parents and community members took to respond to this year's School Perceptions surveys. The Student Survey window closed on Friday, May 5, and we expect to receive the reports and comparisons that School Perceptions provides at the end of the month. Our school leaders and department administrators will be reviewing the results in order to report on school growth goals established earlier this year, as well as other School Perceptions benchmarks we use in Board Operational Expectations and Student Results Monitoring reports.

The District calendar is full of performances, classroom celebrations, field trips and annual traditions that we have missed in recent years, and I want to share a few reminders with student families:

- There will be no school on Friday, May 26, as it is not needed to make up a snow day, or on Monday, May 29 (Memorial Day);
- The District does require a notarized parent signature on permission slips for out-of-state student travel. While this is not a DPI or state requirement, it is required by US Border Protection and many airlines, so please make time to address this need; and
- Graduation will be held on Sunday, June 11, *after* the final day of school on June 8; summer school begins on June 20.

Administrative and Operations Updates

The Open Enrollment application window closed on Friday, April 28 with 543 applications. Iris Bohan has begun working on communications to families about enrollment following the random selection process, with a deadline of June 15 to notify all families who submitted applications of their status.

As part of our presentation of the preliminary 2023-2024 budget for Board discussion on May 23, the District will provide an update to the enrollment projections presented in January, as well as other factors that impact expected revenue and expenses. A summary of the reductions made to balance the preliminary budget will also be provided. For

Board and community member reference, last year's summary can be viewed on the District website.

A number of District financial management and operations items will be addressed in the May 9 Board Business agenda, including:

- A review of landscaping work scheduled to begin after the final day of school;
- A discussion of the District's Capital Maintenance Plan; and
- A recommendation to approve the award of the District food service contract to Aramark.

We will also begin providing Board and community members with information about the potential establishment of a Fund 46, which school districts may establish to address long-term capital needs. This DPI summary of Capital Projects Funds will acquaint you with the topic in advance of our next meeting.

EXECUTIVE SUMMARY
FOR THE SHOREWOOD SCHOOL BOARD

Topic: Resignation

Date: May 9, 2023

Prepared by: Liliana Mendoza

Recommended action: ___ Information only

___ Presentation/discussion

___ Discussion/action by committee

_X_ Discussion/action by board of education

___ Presentation/action next meeting

Recommendation(s): Approval

Purpose: Resignation

Background: Sam Nadolsky, Interim Principal of Shorewood Intermediate School in the 2022-2023 school year, and previously a member of the SIS faculty and math department, is resigning at the end of the school year to take an administrative position in another district. His last day of employment will be June 12, 2023.