

May 23, 2022

**For:** Jennifer Wheeler  
Food Service Director  
Marion County Public Schools  
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**Name:** School Menu Solutions: Menu Software Subscription and Support Services for USDA Meal Programs Renewal

In our ongoing commitment to your school district, ProTeam Foodservice Advisors (ProTeam) is pleased to offer a **School Menu Solutions** software subscription and support services renewal for the 2022-23 school year.

We have customized the program to the needs of your district, modified the fee structure slightly and will continue to provide all the same services and access to the software with many new upgrades.

Below is an explanation of changes/additions to your software and service over the past year and a summary of charges for the upcoming school year.

#### **SCHOOL YEAR 22-23 FEES FOR SOFTWARE AND MENU SUPPORT SERVICES**

Description	Costs
Software Subscription (Production Records and Interactive Menu Website)	\$3271.00
Professional Set-up & Support Services - Initial Proposal: 5 menus totaling 15 cycles weeks* - SY 2022-23: 5 menus totaling 15 cycles weeks <i>*Each additional cycle week is charged at \$150/cycle week</i>	\$7742.00
<b>Total Cost of Software and Services</b>	<b>\$11,013.00</b>

### Menu Detail SY22-23

Menus	Menu Type	Weeks in Cycle
K-5 Breakfast	SBP	3
6-12 Breakfast	SBP	3
K-5 Lunch	NSLP	3
6-8 Lunch	NSLP	3
9-12 Lunch	NSLP	3
	<b>TOTAL</b>	<b>15</b>

ProTeam is a partner with Cool School Café and offers the opportunity to use district points to offset some or all of the fees quoted above. Check out their website [www.coolschoolcafe.com](http://www.coolschoolcafe.com).

Menu software subscription and support services are billed annually and renewal rates will be provided within 45 calendar days of required renewal and/or before the start of the new school year. Should the district choose to terminate this contract, the district must provide written notice to ProTeam Foodservice Advisors within 10 calendar days of the renewal contract date.

Renewal fee for subsequent years depends on:

- Cost of software upgrades
- Addition of ingredients, recipes, and/or menus
- Menu changes for new and/or reformulated products, ingredients and recipes

### FUTURE FEES FOR SOFTWARE AND MENU SUPPORT SERVICES

ProTeam Build Out and Support for Services Above and Beyond Current Contract	
Build Recipes - 50 count package	\$995
Build One Week of Cycle Menu	\$150
Menu Changes (1 day opened = 1 change) - Package of 50 days changes	\$495
Success Support Administrative Review Prep (as needed fee)	\$925
Mobile App	\$0.25 per student

Should the district choose to terminate this contract, the district is responsible for

retrieving data necessary for its records. Once termination occurs, the district will no longer have access to data electronically in the Health-e Pro software system. Furthermore, if the district decides to sever ties between its district account and the ProTeam Foodservice Advisors account, the district acknowledges that the data created by ProTeam Foodservice Advisors is the intellectual property of ProTeam Foodservice Advisors. If the district wants access to this data upon separation, a fee will be incurred by the district to gain access to this data. Additionally, the data will not be subject to updates or specification changes that may occur after separation. The district will be responsible for such updates and changes.

Fees are based on the requirements for staff time and direct expenses. Any travel time for meetings, work sessions, training and observation site visits are separate from the fixed fees. Travel costs are reimbursable at standard IRS mileage rates or 100% of actual costs when authorized prior to travel.

Payments may be made via check or credit card. A 3% processing fee will be charged for credit card transactions. Districts may also use ACH payment processing by contacting ProTeam to coordinate the transaction.

Additional services beyond the above scope shall be at \$150.00/hour for menu consultant time and when authorized in writing.

#### **PROTEAM FOODSERVICE ADVISORS CURRENT INSURANCE COVERAGE**

The Consultant shall provide the following insurance coverages:

Employers' Liability	\$100,000.00 per occurrence / \$300,000.00 policy limit
General Liability	\$2,000,000.00 per occurrence / \$4,000,000.00 aggregate
Professional Liability	\$1,000,000.00 per occurrence
Auto Liability	\$1,000,000.00 per occurrence

In the event that the Client requires insurance amounts greater than the coverage levels listed above, the expense for the additional insurance coverage limits requested by the Client shall be considered a reimbursable expense. The Consultant shall furnish the Client with a Certificate of Insurance evidencing the insurance levels listed above.

#### **SUCCESSORS AND ASSIGNS**

ProTeam Foodservice Advisors, LLC binds itself, successors, assigns and legal representative to the other party to this agreement, successors, assigns and legal representatives in

respect to all covenants of this agreement. ProTeam Foodservice Advisors shall not assign, sublet or transfer interest in this agreement without the written consent of the other.

#### STATEMENT OF INDEPENDENCE

ProTeam Foodservice Advisors, LLC is an independent consulting firm; our firm including any of the firm principals or associates do not have any formal or informal relationship with food service management companies, software or equipment suppliers, dealers or manufacturers, other than in a normal course of representing our Client's interest. We receive no compensation other than fees from our Clients.

ProTeam Foodservice Advisors, LLC ("Company")

Submitted By: Brittany Herman 5/23/2022  
Date

Name: Brittany Herman, MSA, RD, LD  
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Marion County Public Schools

Approved By: \_\_\_\_\_  
Date

Name: \_\_\_\_\_  
Title: \_\_\_\_\_