REQUEST FOR PROPOSALS

SCHOOL FOOD SERVICE PROGRAM

EXETER-WEST GREENWICH REGIONAL SCHOOL DISTRICT

April 30, 2019

Rhode Island Department of Education Office of Statewide Efficiencies Child Nutrition Programs

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REQUEST FOR PROPOSALS

SCHOOL FOOD SERVICE PROGRAM

The School Food Authority (SFA) is seeking sealed proposals for management of its School Food Service Program for the 2019-2020 calendar year. This solicitation is designed to ensure open and free competition, to establish a level playing field for all interested contractors, to produce an adequate number of competitive proposals that will be evaluated according to the criteria specified in this RFP, with price used as the primary factor in the award decision. The SFA seeks proposals for a cost-reimbursement, plus fixed fee contract. The successful contractor must demonstrate that its management of the School Food Service Program will in all respects comply with the laws, regulations, and standards of the State of Rhode Island's Department of Education and the United States Department of Agriculture.

Specifications may be obtained by calling the Business Office at <u>401-397-5125</u>. The SFA reserves the right to accept or reject without prejudice, any or all proposals or to waive any irregularities therein, or to accept the proposal deemed to be in the best interests of the SFA.

Proposals are to be placed in sealed envelopes and clearly marked **"SCHOOL FOOD SERVICE PROGRAM PROPOSAL"** and addressed to the Director of Administration Office of the SFA 940 Nooseneck Hill Road West Greenwich, RI 02817. Proposals are due by 10:00 am on May 30, 2019, at which time they will be opened publicly. A pre-proposal meeting will be held at the Administration Building 940 Nooseneck Hill Road West Greenwich, RI 02817 on May 3, 2019 at 2:00pm

No proposal will be accepted after the time and date specified.

The attached PROTOTYPE **FOOD SERVICE MANAGEMENT COMPANY AGREEMENT** (schedule T) has been approved by the Rhode Island Department of Education (RIDE). It contains certain core contract provisions that form a part of this procurement. This Agreement (including any additions or addenda made by the SFA and FSMC) may be executed only after review and approval by the Rhode Island Department of Education.

SECTION I

INTRODUCTION

PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)

The purpose of this request is to provide for the successful operation of a nutritious, quality Food Service Program in the Exeter-West Greenwich Regional School District. The Food Service Management Company (FSMC) will assume responsibility for the efficient management of the SFA's Food Service Program including purchasing, receiving, storing, setting up cafeteria lines, counter service, dining room service, clean-up, sanitation, training, hiring and supervising personnel, and presenting food in a way that produces optimum student participation. This responsibility will include the FSMC's adherence to all rules and RIDE FSMC RFP Prototype Revised 12-2018

regulations of the United States Department of Agriculture and the Rhode Island Department of Education and the proper use of federally donated commodities. This proposal assumes that current meal prices will be maintained, unless otherwise requested by the SFA.

The organization or individual responding to this request will be referred to as the FSMC and the Agreement will be between the FSMC and the Exeter-West Greenwich Regional School District, hereinafter referred to as the SFA (School Food Authority).

ISSUING OFFICE

The Director of Administration Office of the SFA is the issuing office of this document and all subsequent addenda relating to it.

ADMINISTRATIVE GUIDANCE

The information provided herein is intended to assist the FSMCs in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested FSMC's with sufficient and detailed information to submit competitive proposals meeting minimum requirements, but is not intended to limit proposals' content or exclude any relevant or essential data. FSMCs are at liberty and are encouraged to expand upon the specifications to evidence service capability under any Agreement.

RESPONSE DATE- TIMETABLE

A copy of the proposal must be received by on May 30, 2019 at 10:00pm. Any proposals en route, either in the mail or other locations in the SFA's offices will not be considered timely and will be late and ineligible for consideration. The proposal must be received at the office of the:

	Director of Administration 940 Nooseneck Hill Road West-Greenwich RI, 02817
* 4/30/2019	Request for Proposals (RFP) Issued
* 5/3/2019	2:00 P.M. Pre-Proposal Conference (Required) – Location:
	EWGRSD Administration Building 940 Nooseneck Hill Road West-Greenwich RI, 02817
	Site Visitations Immediately following the Pre-Proposal Conference
* 5/9/2019	Questions Due
* 5/30/2019	10:00 A.M. Proposal Deadline
* 6/5/2019	Review and Evaluation of Proposals
* 6/12/2019	Award of Contract by School Committee

CONSIDERATION OF PROPOSALS

The SFA may award a contract based upon the initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service possible.

The SFA reserves the right to accept or reject without prejudice, any or all proposals or to waive any irregularities therein, or to accept the proposal deemed to be in the best interests of the SFA.

Bid Protest Procedure Attached

BACKGROUND INFORMATION

The SFA's projected enrollment for the 2019- 2020 school year is broken down as follows:

- Elementary Pre-K <u>66</u> students.
- Elementary K-6 **819** students.
- Secondary/Junior High **266** students.
- Secondary/High School <u>506</u> students.
- SFSP <u>180</u> days <u>1579</u> students
- CACFP <u>n/a</u> days <u>n/a</u> students

RIDE FSMC RFP Prototype Revised 12-2018

• Vended Meals n/a days n/a students

Prior year's average daily participation was as follows:

•	Free breakfast served per day:	<u>43</u>
•	Reduced breakfast served per day:	<u>11</u>
•	Paid breakfast served per day:	<u>41</u>
	Total Avg Breakfast served per day:	<u>95</u>
•	Free lunches served per day:	130
•	Reduced lunches served per day:	<u>35</u>
•	Paid lunches served per day:	<u>418</u>
•	Total Avg. Lunches served per day:	584
•	Free PM snacks served per day	n/a
•	Reduced PM snacks served per day	n/a
•	Paid PM snacks served per day	n/a
	Total Avg Snacks served per day	n/a
•	CACFP snacks served per day	n/a
•	CACFP suppers served per day	n/a
•	SFSP breakfasts served per day	n/a

•	SFSP snacks served per day	n/a
•	SFSP lunches served per day	n/a
•	SFSP suppers served per day	n/a
•	Vended breakfasts served per day	n/a
•	Vended snacks served per day	n/a
•	Vended lunches served per day	n/a
•	Vended suppers served per day	n/a

Free and reduced-price eligibility applications are approved and monitored at each of the schools.

The attached exhibits are intended to provide interested contractors with necessary information on the current and projected operation of the SFA's school Food Service Program.

- a. Current and projected attendance and numbers of eligible free, reduced and paid students, broken down by school; including grade range of each school.
- b. Current number of and time of serving periods for each school (breakfast and lunch).
- c. Current and projected school calendar
- d. Meal counts (by type of meal) and sales by school (including a la carte, special events, vending, catering, vended meals and adult sales by school).
- e. Schools that have elected to participate in the Community Eligibility Provision.
- f. Schools that have alternate breakfast programs (breakfast offered in the classroom or through kiosks/ food carts in the hallway, breakfasts offered later in the morning)
- g. Reimbursement claims for the last twelve (12) months
- h. Current menu and detailed meal and a la carte price list at the elementary and secondary school levels.
- i. Prior year and current year-to-date food service monthly detailed operating statements/invoices.
- j. Most current year-end financial report on the Food Service Program.
- k. Last year's audited financial statement for SFA.
- Current in-district position roster, description of function and hours worked (by location) and wage and benefit costs for each employee; including the costs of all SFA positions that are charged to the Food Service Program account and costs of which impact the amount of the Program Guarantee.
- m. Current roster of out-of-district positions that are charged to the Food Service Program account; description of function and hours worked and wage and benefit costs for each employee (i.e., regional manager/dietitian).

- n. Brand of Point of Service system; total annual POS maintenance/licensing fees for the system and number of schools using this system; a list of schools NOT using POS.
- o. Brief narrative describing cleaning responsibilities, meal ordering (if applicable), a la carte, vehicles, and cash handling.
- p. Copies of the SFA's wellness policy and initiatives.
- q. Current Year's Fresh Fruit and Vegetable Program (FFVP) funding by school.
- r. Equipment purchase(s) specifications and/or dollar value of equipment to be purchased in each year of the contract
- s. Current Equipment Cost Loan Amortization Schedule(s)

BASIC FSMC REQUIREMENTS

The intent of this request for proposals is to provide management and consulting services for the School Food Service Program of the SFA and to cooperatively plan and continuously improve the School Food Service Program. The following conditions must be met at a minimum and addressed in the proposal:

- 1. The FSMC must be of sufficient size and have the necessary expertise to furnish the resources needed to manage, and continuously improve, the SFA's School Food Service operation. The following qualifying data must be submitted by each contractor along with the sealed proposal:
 - a. In accordance with R.I. Gen Laws 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
 - b. The FSMC must have done business for five (5) consecutive years or more with SFAs. In lieu of organizational experience, staff expertise must be demonstrated.
 - c. Any interested company must presently be operating a minimum of five (5) successful School Food Service Programs, at least one of which must be of the size and population of the SFA. In lieu of organizational experience, staff expertise must be demonstrated.
 - d. Any interested FSMC shall furnish the SFA an acceptable bid guarantee in the form of a bid bond or certified check in the amount of five percent (5%) of the total contract value. The certified check will be returned to all unsuccessful FSMCs upon award of the Agreement.
 - e. Any interested FSMC must be willing to provide a performance bond from a company licensed in Rhode Island in the amount of five percent (5%) of the total contract value, should it be awarded. A surety letter from an acceptable bonding or surety company indicating ability to obtain the bond must be included with the pre-qualification data. This performance bond will guarantee the vendor's faithful performance of all terms of the Agreement throughout the life of the Agreement.

- f. Annual audited financial statements for the past three consecutive years for the bidding entity and parent company, if any, must be included with the proposal.
- g. By placing a bid, the interested company certifies acceptance of the SFA's criteria for selection.
- h. Additionally, the bidder must comply with all other local bid requirements.
- 2. The FSMC must have extensive involvement and experience in School Food Services in the following fields, or be able to demonstrate comparable competency. Development of model programs in these areas may be advantageous:
 - a. Designing facilities.
 - b. Selecting and procuring food service equipment.
 - c. Nutrition.
 - d. Menu planning.
 - e. Purchasing of local foods.
 - f. Fresh foods scratch cooking.
 - g. Increasing student participation while complying with the RI Nutrition Requirements and USDA meal pattern regulations.
 - h. On-site production.
 - i. Quality control.
 - j. Employee supervision.
 - k. Staff management training.
 - l. Employee motivation and positive involvement.
 - m. Marketing.
 - n. Public relations.
 - o. Financial Management Systems.
- 3. The FSMC must specify a point of contact to act as Resident District Manager to direct the School Food Service Program and to implement the cooperatively agreed upon upgrades. The District Manager and a Food Service Director must be identified by July 1, 2019.
- 4. The FSMC must describe how it will comply with requirements to provide detailed participation and also financial data to RIDE on a monthly and annual basis in conjunction with the Net Cash Resource reporting requirements, and to meet with RIDE monthly to review progress towards district level fiscal, participation and programmatic goals.

- 5. To the extent possible, hourly food service employees currently employed by the SFA or the current FSMC will be retained by the FSMC. Staffing levels and assignments are to be recommended by the FSMC and approved by the SFA.
- 6. The FSMC shall recommend hours and the number of positions needed at each feeding site in order to meet national standards in food service for meals served per labor hour.
- 7. The SFA's School Food Service Program should be a self-sufficient operation. Funds to pay for consulting and management services and upgrade costs must come from present reserves and economies of increased meal participation.
- 8. All proposals shall be valid and may not be withdrawn for sixty (60) days after submission.
- 9. Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates, and other applicable credits accruing to or received by the FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.
- 10. The FSMC 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.
- 11. The FSMC's determination of its allowable costs must be made in compliance with the applicable USDA Departmental and Program regulations and Office of Management and Budget (OMB) cost circulars.
- 12. The FSMC must identify the amount of each discount, rebate, and other applicable credit on its invoices presented to the SFA for payment and individually identify the amount as a discount, rebate or in the case of other applicable credits, the nature of the credit, on no less than an accounting period basis.
- 13. The FSMC must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the SFA, RIDE or USDA.
- 14. The FSMC must identify the method by which it will report discounts, rebates and other applicable credits, allocable to the SFA, as they become known during the term of the contract and for those that are not reported prior to the conclusion of the agreement, and receive approval from the SFA prior to issuing its first invoice of the agreement period.

Required Commodity Provisions:

- 1. All USDA donated foods received for use by the recipient agency for the school year covered by the contract shall be used in the recipient agency's food service.
- 2. The FSMC will provide the following services in relation to commodity foods:
 - a. Preparing and serving meals

- b. Ordering or selection of donated foods, including processed end products, in coordination with the recipient agency in accordance with 7 CFR 250.58 (a)
- c. Storage and inventory management of donated foods in accordance with 7 CFR 250.52
- d. Payment of processing fees and/or submittal of refund requests to a processor on behalf of the recipient agency, or remittance of refunds for the value of donated foods in processed end products to the recipient agency, in accordance with subpart C of 7 CFR 250
- 3. With respect to all the activities that the FSMC will be responsible for relating to donated foods, the FSMC shall ensure that such activities will be performed in accordance with the applicable requirements in 7 CFR 250.

Crediting for, and use of, donated foods

- 1. The food service management company must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meals service in a school year (including both entitlement and bonus foods).
 - a. Including the value of donated foods contained in processed end products if the food service management company's contract requires the food service management company to procure processed end products on behalf of the recipient agency; or act as an intermediary in passing the donated food value in processed end products on to the recipient agency.
- 2. The food service management company will credit for donated foods by disclosure, i.e., the food service management company credits the recipient agency for the value of donated foods by disclosing, in its billing for food costs submitted to the recipient agency, the savings resulting from the receipt of donated foods for the billing period. Crediting by disclosure does not affect the requirement that the food service management company shall bill the recipient agency only for net allowable costs.
 - a. The food service management company shall use the USDA's November 15th list of commodity food values to report the value of donated foods in its disclosure of the value of donated foods to the recipient agency on its billing documents.
- 3. All donated foods (this includes but is not limited to ground beef, ground pork, and all processed end products) shall be used in the recipient agency's food service.

Storage and inventory management of donated foods

- The food service management company must meet the general requirements in 7 CFR 250.14(b) for the storage and inventory management of donated foods. Additionally, the food service management company must ensure that its system of inventory management does not result in the recipient agency being charged for donated foods.
- If the contract terminates, and is not extended or renewed, the food service management company must return all unused donated foods, including but not limited to ground beef, ground pork, and processed end products, to the recipient agency.

3. The recipient agency must ensure that the food service management company has credited it for the value of all donated foods received for use in the recipient agency's meal service in the school year. The food service management company shall cooperate in this endeavor.

Required contract provisions

- 1. A statement that the food service management company must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in the school year, and including the value of donated foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a).
- 2. The method used to credit the recipient agency for donated foods shall be crediting by disclosure, which will occur on billing documents submitted each month.
- 3. The food service management company shall use the USDA's November 15th list of commodity food values to report the value of donated foods in its disclosure of the value of donated foods to the recipient agency on its billing documents.
- 4. The food service management company will ensure compliance with the requirements of subpart C of 7 CFR part 250 and with the provisions of the distributing and or recipient agencies' processing agreements in the procurement of processed end products on behalf of the recipient agency, and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value.
- 5. The food service management company should ensure the recipient agency that the food service management company will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR 250.
- 6. The distributing agency, sub-distributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the food service management company's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
- 7. The food service management company shall maintain records to document its compliance with 7 CFR 250.54(b).
- 8. Extensions or renewals of the contract, if applicable, are contingent upon fulfillment of all contract provisions relating to donated foods.

Recordkeeping and reviews

- 1. The food service management company must maintain the following records relating to the use of donated foods in its contract with the recipient agency:
 - a. The donated foods and processed end products received from, or on behalf of, the recipient agency, for use in the recipient agency's food service;
 - b. Documentation that it has credited the recipient agency for the value of all donated foods received for use in the recipient agency's food service in the school year, including, in accordance with the requirements in 7 CFR

- 250.51(a), the value of donated foods contained in processed end products; and
- c. Documentation of its procurement of processed end products on behalf of the recipient agency, as applicable.
- 2. The recipient agency must ensure that the food service management company is in compliance with the requirements of this part through its monitoring of the food service operation, as required in 7 CFR parts 210, 225, or 226, as applicable.
- 3. The recipient agency must also conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the food service management company has credited it for the value of all donated foods received for use in the recipient agency's food service in the school year, including, in accordance with the requirements in 7 CFR 250.51(a), the value of donated foods contained in processed end products.

SECTION II

SFA OBJECTIVES

OBJECTIVES

- 1. To provide appealing and nutritionally sound reimbursable breakfasts, lunches, after school snack programs and a la carte programs for students as economically as possible in a financially self-supporting school Food Service Program.
- 2. To promote healthy eating by compliance with 200-RICR-20-25-4 and R.I.G.L 16-21-7 by offering only healthy choices every day, in order to promote maximum utilization of the USDA National School Breakfast and Lunch Programs.
- 3. To engage in USDA's Farm to School initiative in an effort to connect schools (K 12) with RI / local farms in order to serve healthy meals using locally-produced foods.
- 4. To maximize the use of RI-grown/locally-grown products, including but not limited to fruits, vegetables, and dairy products, whenever possible.
- 5. To provide a variety of fresh fruits and vegetables through the Fresh Fruit and Vegetable Program to all children in participating schools as an effective and creative way of introducing fresh fruits and vegetables as healthy snack options.
- 6. To promote nutritional and wellness awareness whenever the Food Service Program can interface with the SFA's educational programs, and to develop and maintain the cafeteria as a nutrition education learning environment. All posters, promotional materials messages, etc. will promote only healthy foods and positive nutrition and lifestyle habits.

- 7. To increase participation at all levels of our program by improving food quality at the point of service, by upgrading equipment and facilities, by seeking student and parent input, by successful menu variation and planning, by better marketing techniques, and by a strong emphasis on public relations.
- 8. To provide a management staff and structure that will offer adequate help, pursue continuous improvement, and ensure that the SFA's school Food Service Program is one of consistent top quality and of positive regard by students, staff, and the public.
- 9. To continually evaluate management structure and investigate opportunities to streamline and cooperatively share management activities among multiple districts, where appropriate.
- 10. To establish a formal structure to routinely and continuously gather input from Food Service Program employees to insure the most effective and efficient operation possible.
- 11. To establish a formal structure to routinely and continuously gather input from students, staff, and the public about the Food Service Program.
- 12. To provide a financial reporting system that meets Federal, State and SFA requirements.
- 13. To provide the SFA Administration with monthly operating statements and information regarding the Food Service Program.
- 14. In conjunction with the Net Cash Resource reporting requirement, support RIDE's monthly and annual review of FSMC provided detailed participation data and financial data.
- 15. To support RIDE's meetings with the FSMC to review progress towards district level fiscal, participation and programmatic goals.

SECTION III

FSMC OBJECTIVES AND RESPONSIBILITIES

OBJECTIVES

- 1. To provide appealing and nutritionally sound reimbursable breakfasts, lunches, after school snack programs and a la carte program for students as economically as possible in a financially self-supporting school Food Service Program.
- 2. To promote healthy eating by compliance with 200-RICR-20-25-4 and R.I.G.L 16-21-7 and by offering only healthy choices every day, in order to promote maximum utilization of the USDA National School Breakfast and Lunch Programs.
- 3. To engage in RI's Farm-to-School initiative in an effort to connect schools (K 12) with RI / local farms in order to serve healthy meals using locally-produced foods.

- 4. To maximize the use of RI-grown/locally-grown products, including but not limited to fruits, vegetables, and dairy products, whenever possible.
- 5. To promote nutritional awareness whenever the Food Service Program can interface with the SFA's educational programs, and to develop and maintain the cafeteria as a nutrition and wellness education learning environment. All posters, promotional materials messages, etc. will promote only healthy foods and positive nutrition and lifestyle habits.
- 6. To establish and conduct management and staff training programs, which will insure staff development, proper supervision and consistent quality control both in production and service.
- 7. To operate a School Food Service Program that is self-sufficient and does not require financial support from any other source.
- 8. To continually evaluate management structure and investigate opportunities to streamline and cooperatively share management activities among multiple SFAs, where appropriate.
- 9. To provide detailed participation and financial data to RIDE on a monthly and annual basis in conjunction with the Net Cash Resource reporting requirement.
- 10. To meet with RIDE regularly to review progress towards district level fiscal, participation and programmatic goals.
- 11. To administer the Fresh Fruit and Vegetable Program at each school selected for participation by RIDE. (See Exhibit Q)

ADDITIONAL FSMC RESPONSIBILITIES

Refer to Article 6 of the attached FSMC Agreement, and the Duties – Responsibilities and Summary (Schedule P) attachment in this RFP. This Article in the FSMC Agreement and Schedule P in this RFP are not all inclusive as other FSMC responsibilities are defined throughout the attached FSMC Agreement.

SECTION IV

NUTRITION CRITERIA FOR

SFA SCHOOL FOOD SERVICE PROGRAM

USDA Nutrition Requirements

The School Food Service Program shall meet or exceed the minimum federal nutrition criteria as required by the USDA in the School Breakfast Program (SBP), the National School Lunch Program (NSLP), the Summer Food Service Program (SFSP), and the Child and Adult Care Food Program (CACFP), as applicable.

Rhode Island Nutrition Requirements

The School Food Service Program shall also meet the nutrition requirements for all federally reimbursable meals, and for snacks and beverages sold or offered as part of the School Food Service Program according to the criteria set forth by the Rhode Island Board of Regents in 200-RICR-20-25-4 (see Schedule M), and any additional SFA specifications (See Schedule N).

Snack Foods and Beverages Sold or Offered by School Food Service Operations

Snack foods and beverages must meet the requirements of 200-RICR-20-25-4, R.I.G.L. 16-21-7 and be in compliance with the SFA's wellness policy and initiatives.

Sourcing

The SFA encourages the use of RI-grown/locally-grown products, including but not limited to fruits, vegetables, and dairy products, whenever possible. To maximize participation in the RI Farm-to-School Program, product availability and pricing information will be sought and regularly monitored from RI farms, including the Rhody Fresh dairy cooperative. Purchases must be made from RI farms when comparable or higher quality product is available at an equal or lesser cost than from the FSMC's current primary vendor.

In keeping with the SFA's desire to maximize participation in the RI Farm-to-School Program, the SFA maintains the right to make the final selection of a vendor for milk.

In the event the SFA determines a specific product/product line is necessary for its Food Service Program, the SFA maintains the right to direct the FSMC to negotiate for such product. If within six (6) weeks, the FSMC does not secure such product, the SFA reserves the right to make such purchase and the FSMC must use such product in the SFA's Food Service Program.

Meal Format

Option 1: <u>n/a</u> The SFA has developed the menu(s) to be used in the school Food Service Program(s); they are attached to this RFP (Schedule B, C, D, E and F).

The FSMC must use the attached actual menu(s) (Schedules B, C, D, E and F) in preparing its proposal for the Food Service Program and attach all menus to its proposal.

The proposed menus must meet all of the food specifications in Schedules L, M and N.

Option 2: <u>X</u> The FSMC must develop menus (Schedules G, H, I, J and K) for use in the school Food Service Program(s) and attach all menus to its proposal.

The proposed menus must meet all of the food specifications in Schedules L, M and N.

With the SFA's written approval, the FSMC may provide cold meal options, hot meal options, or a combination of the two, provided that all options meet nutritional criteria.

SECTION V

PROPOSAL FORMAT AND CONTENTS

PROPOSAL FORMAT

The Proposal sections should be aligned to the following listing:

LETTER OF TRANSMITTAL

EXECUTIVE SUMMARY

EXPERIENCE, REFERENCES, AND SERVICE CAPABILITY

FINANCIAL CONDITION

PERSONNEL MANAGEMENT AND TRAINING

INNOVATION AND PROMOTION OF THE SCHOOL FOOD SERVICE PROGRAM

INVOLVEMENT OF STUDENTS, STAFF, AND PATRONS

MENU SELECTION, USES OF COMMODITIES, FOOD QUALITY, AND PORTION SIZE

COST INFORMATION

BID GUARANTEE AND PERFORMANCE BOND

LETTER OF TRANSMITTAL

The Letter of Transmittal should include:

- 1. An introduction of the FSMC.
- 2. The name, address and telephone number of the person to be contacted, along with others who are authorized to represent the company in dealing with the RFP.
- 3. An expression of the FSMC's ability and desire to meet or exceed the requirements of the RFP, and a positive assertion of the FSMC's intention to do so.
- 4. Any other information not appropriately contained in the proposal itself should also be included.

EXECUTIVE SUMMARY

The reader should be able to determine the essence of the proposal by reading the Executive Summary. The Executive Summary should:

- 1. Briefly describe the FSMC's approach to the proposal and clearly indicate any options or alternatives.
- 2. Indicate any major requirements that cannot be met by the FSMC.

3. Highlight the major features of the proposal and identify any supporting information considered pertinent.

EXPERIENCE, REFERENCES, AND SERVICE CAPABILITY

This section should constitute the major portion of the proposal and must contain at least the following information:

- 1. Describe the FSMC's experience in managing and consulting food service operations, in public schools, or comparable experience.
- 2. Include a list of similar operations and locations of operating School Food Service Programs (a minimum of five (5) required), or comparable operations. List names and telephone numbers of SFA administrators, or comparable contacts, capable of commenting on performance.
- 3. Include resume or listing of the qualifications of the proposed Food Service Director for the SFA.
- 4. Include resume and background of the person who will supervise the work of the Food Service Director, if applicable, and how the FSMC will ensure the best performance.
- 5. Include a table of the FSMC organization and plan for managing, supervising and staffing the program.
- 6. Include a company organization chart including all positions that are non-school based.
- 7. Include a transition plan, which shall indicate the activities, procedures, timetable, and support personnel involved in the implementation of services.
- 8. Provide documentation on any lost or not renewed FSMC contracts in the last two calendar years.

FINANCIAL CONDITION

- 1. Describe the procedures used by the FSMC for the following:
 - a. Inventory control and management including purchasing.
 - b. Method of collecting, reconciling, and reporting sales.
 - c. Internal controls surrounding cash on hand.
 - d. Internal audit procedures.
 - e. Detail of all reports available and their use.
- 2. Provide examples of the reports available to the SFA and the frequency of reporting. List other assistance you will provide the SFA.
- 3. Provide sample of monthly invoice to SFA.
- 4. Evidence of an on-site computerized accountability system that uploads directly to RIDE's CNP Connect.

5. Describe how the FSMC will comply with requirements to provide detailed participation and financial data to RIDE on a monthly and annual basis in conjunction with the Net Cash Resource reporting requirements, and to meet with RIDE monthly to review progress towards district level fiscal, participation and programmatic goals.

PERSONNEL MANAGEMENT AND TRAINING

- 1. Describe the FSMC's personnel management philosophy, particularly regarding Food Service Directors and their relationship to existing staff.
- 2. Describe training and development programs provided for employees and management personnel.
- 3. Describe attempts made to improve employee morale and reduce turnover.
- 4. Describe the FSMC's employee evaluation plan (include forms) and disciplinary action methods.
- 5. Describe proposed benefit package for employees.

INNOVATION AND PROMOTION OF THE SCHOOL FOOD SERVICE PROGRAM

- 1. How would the FSMC's proposed School Food Service Program for the SFA differ from the SFA's current School Food Service Program? Describe the costs and benefits of the proposed program. Describe how you would implement changes. Include a staffing model, if different from current staffing. Provide specific, relevant examples of implementing such change.
- 2. How would the FSMC propose to expand the SFA's participation in the RI Farm-to-School Program?
- 3. How would you involve employees to use their expertise and experience in making future innovations?
- 4. Give examples of service and merchandising programs.
- 5. What is FSMC's philosophy regarding promotion (increasing awareness and participation) in the School Food Service Program? How would you implement this philosophy in the SFA? Provide specific, relevant examples.

INVOLVEMENT OF STUDENTS, STAFF, AND PATRONS

- 1. What are the FSMC's philosophy and plans regarding involvement with students, teachers, school administrators, and parents in program evaluation and selection of menus, discussion of nutritional issues, etc.?
- 2. Provide specific, relevant examples of involvement effort and results, by SFA client, where applicable.
- 1. *MENU SELECTION, USES OF COMMODITIES, FOOD QUALITY, AND PORTION SIZE.* Describe your philosophy for each of the following:
 - a. Menu selection.
 - b. Use of commodity foods.

- c. Procurement and use of RI-grown/locally-grown produce.
- d. Food quality.
- e. Portion quantities.
- 2. Supply sample menus to be implemented including portion sizes. Prepare sample menus using.
 - □ SFA-developed Menus (Schedules B, C, D, E and F) or
 - X FSMC-developed menus using Templates (Schedules , G, H, I and J).

COST INFORMATION

- 1. List all costs and provide a detailed breakdown of all fees and charges to the SFA in the format provided in the attached Agreement, Article 7, Section 7.2 through 7.4.
- 2. Payment terms are per attached Agreement, Article 7, Section 7.1. and 7.2.
- 3. Provide the amount of the Guaranteed Return to the SFA as described in the attached Agreement, Article 7, Section 7.5 Cost information submitted by the FSMC must be based on a Guaranteed Return that is not to exceed the annual amount of the FSMC's Management Services Fee and General Support Services Fee.

Proposed Guaranteed Return	Fee Structure(s)
Required Proposal The FSMC guarantees that the SFA shall receive a surplus of(the "Guaranteed Return"). If the surplus for the Food Service Program falls short of the Guaranteed Return, the FSMC shall pay the difference to the SFA, with the amount of any such payment not to exceed the annual amount of the FSMC's Management Services Fee and General Support Services Fee.	General Support Services Fee per Meal Equivalent: \$.00 Management Services Fee per Meal Equivalent: \$.00
Additional Proposal (if requested by SFA) Description of the Guaranteed Return.	General Support Fee per Meal Equivalent: \$.00 Management Fee per Meal Equivalent: \$.00

- 4. Complete budget and financial forms (Schedule A) provided with this RFP and include a summary of the following:
- a. Financial budget projections.
- b. Income summary, including sales and reimbursements.
- c. Labor cost summary for management, administration and clerical.
- d. Individual school labor cost summary.
- e. Food cost summary.
- f. Detailed Other Expenses and Summary

BID GUARANTEE AND PERFORMANCE BOND

- 1. Include with the proposal a bid bond or cashier's check in the amount of five percent (5%) of the total contract value. The cashier's check will be returned to an unsuccessful FSMC upon award of the contract.
- 2. Provide a surety letter of intent or its equivalent from a bonding company licensed to do business in Rhode Island that demonstrates the FSMC's ability to acquire a performance bond in the amount of five (5 %) of the total contract value, should it be awarded.
- 3. Request for clarification or interpretation of this RFP must be made to the SFA in writing prior to the submission of a proposal.
- 4. All questions submitted to the SFA and their responses will be provided to all interested bidders.

SECTION VI

EVALUATION OF PROPOSALS, RANKING AND AWARD

EVALUATION OF PROPOSALS, RANKING AND AWARD

- 1. It is the intent of the SFA to accept the proposal that will best promote the public interest and is most advantageous to the SFA. All responsive proposals will be evaluated by a team of individuals whose total scores will be averaged. Following the scoring of proposals they will be ranked. The contract may then be awarded to the company submitting the top-ranked proposal, or the SFA may seek to conduct negotiations with those companies submitting proposals receiving a pre-determined cut-off score. Any such negotiations will be conducted in a fair and equitable manner. The primary factor in the award shall be the price offered to the SFA, i.e. fees charged by the FSMC and the value of the Guaranteed Return.
- 2. The following criteria will be used in evaluating proposals and given the weight indicated below: (Note: each SFA may establish its own additional criteria for evaluation of responsive proposals based on the requirements in the RFP). Please ensure that your response to this RFP includes information related to the evaluation criterion below:

Evaluation Criterion	Points Assigned to Criterion
The FSMC demonstration of having a complete understanding of the SFA's School Food Service Program and its service requirements	(5 points)
The accuracy of data submitted to support the RFP.	(5 points)
Evidence of corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention, and references, the FSMC organizational chart/plan for managing, supervising and staffing the Program; an FSMC organizational chart for non-school based positions; a transition plan; evidence of ability to meet financial targets.	(5 points)
The qualifications and experiences of the FSMC management personnel that are to be assigned to the School Food Service Program; proposed management staffing.	(5 points)
Proposed labor staffing patterns	(5 points)
Evidence of FSMC procedures for inventory control and purchasing management, tracking sales, internal cash handling controls and audit procedures, sample monthly invoices which clearly exclude all unallowable costs and which identify each discount/rebate, and supplemental reports.	(10 points)
Evidence of training programs for both management/professional and hourly school food service employees; the FSMCs personnel management philosophy; strategies to reduce turnover; personnel evaluation plans and proposed employee benefit package	(5 points)
Innovative service programs offered by the FSMC that will complement and enhance the School Food Service Program (including Farm to School Program, use of local foods), increase participation, improve the wellness of students and staff; Discuss the financial impact of these innovations on the Program.	(5 points)
Evidence of successful communications systems and strategies to inform and engage students, teachers, administration, parents and staff in nutritional/wellness issues, i.e. soliciting input, responsiveness to feedback, participation in program evaluation, selection of menus; FSMCs involvement/support of Wellness Committees;	(5 points)

The FSMC provided information on their philosophy and demonstrated their experience, ability and involvement in the following areas: Nutrition, promotion of nutrition and wellness, menu development, use of USDA Donated Foods, procurement/use of RI-grown/locally grown produce, fresh food scratch cooking, quality control, employee supervision, selecting and procuring food service equipment, promotion of healthy foods and produce to comply with RI Nutrition Requirements and USDA regulations, marketing, public relations, increasing student participation while complying with RI Nutrition Requirements and USDA meal pattern regulations. Supplied sample menus which meet the needs of the District and comply with RI and USDA regulations.	(5 points)
Evidence of the financial stability of the FSMC.	(5 points)
Evidence of a comprehensive food handling, housekeeping, and sanitation program.	(5 points)
Evidence of an on-site computerized accountability system that uploads directly to RIDE's CNP Connect.	(5 points)
Price (this criterion must be the primary factor in the award decision)	(20 points)
Transparency of proposal to avoid hidden costs	(10 points)
Total Points Possible	100

Any notice of bid protest must be filed with Director of Administration by the protestor in accordance with the guidelines provided in Protest Bid Document which can be accessed at: https://tinyurl.com/EWG-BID-PROTEST

STATEMENT OF COMMITMENT

To be completed and submitted with proposal (Schedule 0).

SCHEDULE A

PROPOSED BUDGET

Projection Comparison		Column A	Column B	Column A / Column B
Meal Type	Payment Category	# of meal type served in most current 12 month period.	Proposed # of meals presented in this Proposed Budget	% change in participation (note if change is greater than 3%, FSMC will provide information on how this increase will be achieved)
Breakfast	Free			
	Reduced			
	Paid			
Lunch	Free			
	Reduced			
	Paid			
Afterschool	Free			
Snack	Reduced			
	Paid			
SFSP Breakfast	Free			
SFSP	Free			
Lunch/Supper				
SFSP Snack	Free			
CACFP Snack	Free			
CACFP Supper	Free			
Other Sales				

PROJECTED REVENUE					
	School	Unit	# of	Extended	
		Price	Meals*	Price	
Sales Lunch					
Paid Meals	Elementary Schools	\$		\$	
	Middle Schools	\$		\$	
	High Schools	\$		\$	
Reduced-Price Meals	District Wide	\$		\$	
Student a la carte	District Wide	\$		\$	
Adult Lunches	District Wide	\$		\$	
Adult a la carte	District Wide	\$		\$	
Sales Breakfast					
Paid Meals	Elementary Schools	\$		\$	
	Middle Schools	\$		\$	
	High Schools	\$		\$	
Reduced-Price Meals	District Wide	\$		\$	
Adult Breakfasts	District Wide	\$		\$	
Sales Snacks					
Paid Snacks	Elementary Schools	\$		\$	
	Middle Schools	\$		\$	
	High Schools	\$		\$	
Reduced-Price Snacks	District Wide	\$		\$	
Adult Snacks	District Wide	\$		\$	

RIDE FSMC RFP Prototype Revised 12-2018

			T	1
Afternoon K-Milk				
Paid Milk	Elementary Schools	\$	\$	
Other Sales/Income				
Special Functions			\$	
Bank Interest			\$	
Other Income – USDA			\$	
Food Allocation				
Other Income			\$	
Vended Meals				
	Subtotal Sales		\$	Α
Federal				
Reimbursement Lunch				
Paid Meals	District Wide	\$	\$	
Reduced-Price Meals	District Wide	\$	\$	
Free Meals	District Wide	\$	\$	
		·	·	
Federal				
Reimbursement				
Breakfast				
Paid Meals	District Wide	\$	\$	
Reduced-Price Meals	District Wide	\$	\$	
Free Meals	District Wide	\$	\$	
Tree Means	District Wide	Ψ	Ψ	
Federal				
Reimbursement				
Snacks				
Paid Snacks	District Wide	\$	\$	
Reduced-Price Snacks	District Wide	\$	\$	
Free Snacks	District Wide	\$	\$	
Free Shacks	District wide	Ф	Ф	
Federal				
Reimbursement				
Afternoon K-Milk	Elementer Cabaala	\$	¢	
Paid Milk	Elementary Schools		\$	
Free Milk	Elementary Schools	\$	\$	
P. J. of D. Cole				
Federal Reimb.				
Summer Food Service				
Program		φ.	ф	
Free Lunch/Supper		\$	\$	
Free Breakfast		\$	\$	
Free Snack		\$	\$	
n i in i com				
Federal Reimb. Child				
and Adult Care Food				
Program			*	
Free Snack		\$	\$	
Free Supper		\$	\$	
	<u> </u>			
	Subtotal Federal		\$	В
	Reimbursements			
	State Match Subtotal		\$	С
	(Breakfast and Lunch			
	State Matches)			

	1	<u> </u>		1	
TOTAL REVENUES:				\$	
(A+B+C)				Ψ	
(
PROJECTED EXPENSES					
Food		Unit Cost	# of Meal	Cost	
	Student Lunches	\$		\$	
	Student Breakfasts	\$		\$	
	Adult Lunches	\$		\$	
	Adult Breakfasts	\$		\$	
	Special Functions	\$		\$	
	USDA Processing Charge	\$		\$	
	USDA Commodity Charge	\$		\$	
	Student After Sch Snacks	\$		\$	
	Student K-Milk	\$		\$	
	SFSP Lunches	\$		\$	
	SFSP Breakfasts	\$		\$	
	District Wide A la Carte	\$		\$	
	Other	\$		\$	
	Less: Volume Allowances/Rebates/ Credits	\$		\$	
	Net Food Cost			\$	D
Labor					
FSMC Management Labor					
	Payment of Full and Part Time Salaries/ Wages			\$	
	Payment of Student Salaries			\$	
	Payroll Taxes (FICA, Medicare)			\$	
	Fringe Benefits (including health, dental, life, vision, pension, disability, wellness programs, legal, 401K plans)			\$	
	Worker's Compensation			\$	
	Unemployment Compensation			\$	
	Training and Development			\$	
FSMC Non-Management labor				\$	
	Payment of Full and Part Time Salaries/ Wages			\$	
	Payment of Student Salaries			\$	
	Payroll Taxes (FICA, Medicare)			\$	
	Fringe Benefits (including health, dental, life, vision, pension, disability, wellness programs, legal,			\$	

	1.0	 ı		1
	401K plans)			
	Worker's Compensation		\$	
	Unemployment		\$	
	Compensation			
	Training and		\$	
	Development			
	Total Payroll/Benefits		\$	E
Other Expenses				
	Auto Allowance		\$	
	Detergent/Cleaning			
	Supplies			
	Other Janitorial Supplies			
	Paper/Disposable			
	Supplies			
	Replacement of China,			
	Glass, Flatware, Pots,			
	Pans etc.)			
	Depreciation		\$	
	Equipment rental		\$	
	Equipment rental Equipment repair	+	\$	
	Insurance (specify type)		\$	
		 +	\$	
	Insurance (specify type)	 <u> </u>	<u> </u>	
	Insurance (specify type)		\$	
	Menu/Ticket Printing		\$	
	Office Supplies		\$	
	Performance Bond		\$	
	Physicals		\$	
	Background Check		\$	
	Program Promotions		\$	
	Stationery/Postage		\$	
	Telephone		\$	
	Cellular Phone			
	Staff Uniforms		\$	
	Laundry Services		\$	
	Water, Gas, and Electric		\$	
	Utilities			
	Vehicle Repair/Maint.		\$	
	Food transport		7	
	Containers			
	Licenses		\$	
	Other (specify)		\$	
	Other (speeny)		Ψ	
	Total Other Expenses	 +	\$	F
	Total Other Expenses		Ψ	I I
FSMC Costs Under				
Required Proposal				
Required Froposai		# of Meal		
n		 Equivalents	<u></u>	
Required Proposal	Management Fee per		\$	
Fee Structure	meal equivalent			
	General Support Services		\$	
	Fee per meal equivalent			
	Total FSMC Costs with		\$	G
	Required Proposal			
	•	i e	1	1
TOTAL EXPENSES with	D + E + F + G		\$	

Required Proposal					
	TOTAL REVENUE			\$	
	TOTAL EXPENSES			\$	
	PROFIT (REVENUE			\$	
	MINUS EXPENSES)				
If an additional altamat	o Cost Dronosal is submitte	d uso the	caction halo		
FSMC Costs Under	e Cost Proposal is submitte	u, use me	# of Meal	vv ———————————————————————————————————	
Alternate Proposal			Equivalents		
Alternate Proposal Fee	Management Fee per			\$	
Structure	meal equivalent			Ψ	
	General Support Services			\$	
	Fee per meal equivalent				
	Total FSMC Costs				G
TOTAL EXPENSES with	D + E + F + G			\$	
Alternate Proposal					
	TOTAL DEVENY				
	TOTAL REVENUE			\$	
	TOTAL EXPENSES			\$	
	PROFIT (REVENUE			\$	
	MINUS EXPENSES)				

Note: if more than one Alternate Proposal is proposed, please use the format above for all alternate proposals.

SCHEDULE B <u>n/a</u> SFA-Developed Food based 21 Day Cycle Menu – Breakfast

Insert the SFA's developed menus for both elementary and for secondary school settings.

SCHEDULE B <u>n/a</u> SFA-Developed A La Carte Rotation Menu – Breakfast

Insert SFA developed, separate menu for elementary and for secondary school settings.

SCHEDULE C<u>n/a</u> SFA-Developed Food based 21 Day Cycle Menu – Lunch

Insert SFA developed, separate menu for elementary and for secondary school settings.

SCHEDULE C <u>n/a</u> SFA-Developed A La Carte Rotation Menu – Lunch

Insert SFA developed, separate menu for elementary and for secondary school settings.

SCHEDULE D <u>n/a</u> SFA-Developed 11 Day Cycle Menu – Afterschool Snack Program

Insert SFA developed, separate menu for elementary and for secondary school settings.

SCHEDULE E <u>n/a</u> SFA-Developed Summer Food Service Program Breakfast, Lunch/Supper, Snack Menus

Insert SFA developed, separate menu for elementary and for secondary school settings.

SCHEDULE F <u>n/a</u> SFA-Developed Child and Adult Care Food Program Breakfast, Lunch/Supper, Snack Menus

Insert SFA developed, separate menu for elementary and for secondary school settings.

SCHEDULE G FSMC-Proposed Food based 21 Day Cycle Menu TEMPLATE – Breakfast

Complete a separate menu for elementary and for secondary school settings.

SCHEDULE G FSMC-Proposed A La Carte Rotation Menu TEMPLATE- Breakfast

FSMC to propose and complete a separate menu for elementary and for secondary school settings.

SCHEDULE H FSMC-Proposed Food based 21 Day Cycle Menu - Lunch

FSMC to propose and complete a separate menu for elementary and for secondary school settings.

SCHEDULE H FSMC-Proposed A La Carte Rotation Menu template - Lunch

FSMC to propose and complete a separate menu for elementary and for secondary school settings.

SCHEDULE I

FSMC-Proposed 11 Day Cycle Menu Template – Afterschool Snack Program

FSMC to propose and complete a menu

SCHEDULE J

FSMC-Proposed Summer Food Service Program Breakfast, Lunch/Supper, Snack Menus

FSMC to propose and complete a menu.

SCHEDULE K
FSMC- Proposed Child and Adult Care Food Program
Breakfast, Lunch/Supper, Snack Menus

FSMC to propose and complete a menu.

SCHEDULE L USDA MINIMUM PROCUREMENT SPECIFICATIONS

FOOD ITEMS

MINIMUM REQUIREMENTS

Dairy Products

- Fresh eggs
- Frozen eggs
- Milk

Must be government inspected

- USDA Grade A
- USDA inspected
- Pasteurized, Grade A

Meat

- Beef, lamb and veal
- Pork
- Poultry

Must be government-inspected

- USDA Grade Choice or better
- USDA No.1 or US No. 2
- USDA Grade A

Seafood

To be top grade, frozen fish-must be nationally distributed brand, packed under continuous inspection of the USDA

Fruit and Vegetables

- CannedFresh
- Frozen Fruits and Vegetables

US Grade A Choice US Grade A Choice

US Grade A Choice or better

Bread/Rolls

Packaged bread and rolls to be manufacturer dated for freshness

Staple Groceries

To be a quality level commensurate with

previously listed standards

SCHEDULE M

Regulations Governing Nutritional Requirements for Reimbursable Meals and Competitive Foods and Beverages; Limitations on Competitive Foods and Beverages at Meal Time

(Passed 12/18/18)

200-RICR-20-25-4

TITLE 200 - BOARD OF EDUCATION

CHAPTER 20 – COUNCIL ON ELEMENTARY AND SECONDARY EDUCATION SUBCHAPTER 25 – STUDENT HEALTH AND SAFETY

PART 4 – Regulations Governing Nutritional Requirements for Reimbursable Meals and Competitive Foods and Beverages; Limitations on Competitive Foods and Beverages at Meal Time

4.1 Authority

A. This part is promulgated pursuant to R.I. Gen. Laws §§ 16-8-9, 16-8-10, 16-8-10.1, 16-21-7(c) and further authorized under 7 C.F.R. §§ 210.11(b) and 210.19(e).

B. The provisions of this Part will be monitored and enforced by RIDE during the USDA Administrative Review Process set forth in 7 C.F.R. § 210.18.

4.2. Purpose

The purpose of this Part is to maintain high nutrition standards for school meals that are reimbursed by the United States Department of Agriculture and all other food and beverages that are sold on the school campus in Rhode Island. USDA nutritional standards set minimum requirements and states operating the National School Lunch and School Breakfast Programs are permitted to establish more rigorous nutrition requirements or additional requirements for school meals and competitive foods that are not inconsistent with the provisions of USDA rules. The additional nutritional requirements and additional limitations on sales of competitive foods and beverages set forth in this Part will enhance school meals and the school nutrition environment in Rhode Island's schools.

4.3 Definitions

- A. For the purposes of these Rules and Regulations, the following terms shall have the following meaning:
- 1. "Competitive foods" means all foods and beverages, other than meals reimbursed under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and Child Nutrition Act of 1966 (42 U.S.C. § 1771 et seq.) available for sale to students on the school campus during the school day.
- 2. "Reimbursable meal" means a meal (breakfast, lunch or afterschool snack) which meets all of USDA's meal requirements for reimbursement under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the Child Nutrition Act of 1966 (42 U.S.C.§ 1771 et seq.).
- 3. "School campus" means all areas of the property under the jurisdiction of the school that are accessible to students during the school day.
- 4. "School day" means the period from midnight before, to sixty (60) minutes after, the end of the official school day.

4.4 Incorporated Materials

These regulations hereby adopt and incorporate 7 C.F.R. §§ 210.10, 210.11, 210.18, 210.19 and 220.8 (2018) by reference, not including any further editions or amendments thereof and only to the extent that the provisions therein are not inconsistent with these regulations.

4.4 State Specific Requirements

- A. In addition to the minimum meal requirements for all reimbursable meals set forth in federal regulation (lunches and afterschool snacks established in 7 C.F.R. § 210.10 and school breakfasts established in 7 C.F.R. § 220.8) all reimbursable meals must meet the following additional requirements:
- 1. On a weekly basis, at least one-half (1/2) of the "grain servings" in USDA meals must be one hundred (100%) per cent whole grain and the remaining "grain servings" must be whole grain rich.
- 2. In all menu-planning options, schools will offer each day, at a minimum, two (2) different fruits and/or vegetables at breakfast; three (3) different fruits and/or vegetables at lunch.

- 3. No more than one (1) serving of one hundred (100%) percent juice may be offered per day. Juice may be offered at breakfast or at lunch each day, but not at both meals.
- 4. No more than two (2) servings of one hundred (100%) percent juice may be offered each week as part of an afterschool snack.
- 5. Artificial sweeteners and sugar alcohols are prohibited.
- 6. Caffeine, except naturally-occurring trace amounts, is prohibited.
 - B. In addition to the minimum requirements for competitive foods and limitations on service of competitive foods established in 7 C.F.R. § 210.11 and R.I. Gen. Laws § 16-21-7, all competitive foods must meet the following additional requirements:
- 1. Artificial sweeteners and sugar alcohols are prohibited.
- 2. Added sweeteners are prohibited in beverages. This includes but is not limited to high fructose corn syrup, white sugar, brown sugar, corn syrup, dextrose, raw sugar, malt syrup, fructose sweetener, honey, molasses and fruit juice concentrate. This provision does not apply to flavored non-fat milk or USDA commodities served as part of a reimbursable meal.
- 3. Caffeine, except naturally-occurring trace amounts, is prohibited.
 - C. C. In addition to the limitations on service of competitive foods established in 7 C.F.R. § 210.11, competitive foods offered at mealtimes in elementary schools are limited to the following:
- 1. The entrée that is included in that day's reimbursable meal;
- 2. The same entrée when served the next school day;
- 3. Whole or cut fresh fruits;
- 4. Whole or cut fresh vegetables (may include low-fat dressing or hummus);
- 5. Yogurt (may be layered with fruit)
- 6. Water any size of plain water (with or without carbonation)

- 7. Fluid Milk up to eight (8) ounce portions limited to:
- a. Unflavored low-fat milk (1% fat) or
- b. Unflavored or flavored fat free milk, or
- c. Milk alternatives permitted by USDA National School Lunch Program

SCHEDULE N ADDITIONAL SFA SPECIFICATIONS FOR FOOD COMPONENTS OR MENU ITEMS (if applicable) $\underline{\text{N/A}}$

SCHEDULE O

STATEMENT OF COMMITMENT

TO: (SFA)

LADIES AND GENTLEMEN:

THE UNDERSIGNED REPRESENTS THAT THIS PROPOSAL IS MADE IN GOOD FAITH, WITHOUT FRAUD, COLLUSION OR CONNECTION OF ANY KIND WITH ANY OTHER BIDDER FOR THE SAME FOOD SERVICE MANAGEMENT COMPANY AGREEMENT. THAT HE/SHE HAS INFORMED HIMSELF/HERSELF FULLY IN REGARD TO THE SPECIFICATIONS RELATING TO THE FOOD SERVICE MANAGEMENT COMPANY AGREEMENT SO DESIGNATED, AND HAS MADE HIS/HER OWN EXAMINATIONS AND ESTIMATES AND FROM THEM MAKES THIS PROPOSAL.

THE UNDERSIGNED UNDERSTANDS THAT THE (SFA) RESERVES THE RIGHT TO WAIVE ANY FORMALITIES AND TO REJECT ANY AND ALL PROPOSALS OR ANY PART THEREOF AND/OR ACCEPT ANY BID OR PART THEREOF, OR TO SELECT A BIDDER WHOSE PROPOSAL IS NOT THE LOWEST, WHICH IT CONSIDERS TO BE IN THE BEST INTEREST OF THE DISTRICT.

WITH THE ABOVE UNDERSTANDING, THE UNDERSIGNED PROPOSES TO CONFORM TO THE REQUIREMENTS AS LISTED IN THE REQUEST FOR PROPOSAL AND AGREEMENT AND TO COMPLY IN ALL ASPECTS WITH SAID SPECIFICATIONS FOR THE SUMS STATED.

Name of Company	
Address of Company	
Telephone Number/E-Mail	
Signature of Authorized Official	
Title	
Date	

SCHEDULE P DUTIES RESPONSIBILITIES SUMMARY

The SFA has deemed the following cost responsibility schedule to be a necessary part of this bid specification as an indicator of who will bear ultimate responsibility for the payment. The column selected by the SFA for each expense represents whether the SFA or FSMC is ultimately responsible for that invoice payment.

Description	<u>FSMC</u>	<u>SFA</u>	Not Applicable
FOOD AND BEVERAGE			Applicable
	v		
Food and Beverage Purchasing	X		
Processing of Invoices	X		
Payment of Invoices	Х		
USDA Administrative Charges	Х		
USDA Processing Charges	Х		
USDA Delivery Charges	Х		
FSMC MANAGEMENT LABOR	X		
PSIVIC IVIAINAGEIVIENT LABOR	^		
Payment of Full and Part Time Salaries/ Wages	Х		
Payment of Student Salaries	Х		
Payroll Taxes (FICA, Medicare)	Х		
Fringe Benefits (including health, dental, life, vision,	Х		
pension, disability, wellness programs, legal, 401K plans)			
Worker's Compensation	Х		
Unemployment Compensation	Х		
Training and Development	х		
Preparation of Payroll	Х		
Bonuses	Х		
NON- MANAGEMENT LABOR	Х		

Payment of Full and Part Time Salaries/ Wages	Х		
Payment of Student Salaries	Х		
Payroll Taxes (FICA, Medicare)	Х		
Fringe Benefits (including health, dental, life, vision, pension, disability, wellness programs, legal, 401K plans)	Х		
Worker's Compensation	Х		
Worker's Compensation	^		
Unemployment Compensation	Х		
Training and Development	Х		
Preparation of Payroll	Х		
FOOD AND MAIL TRANSPORT	Х		
Provide Vehicle for Transportation	Х		
Maintenance of Vehicle	Х		
Provide Driver for Transportation	Х		
Provide Food Transport Containers	Х		
Deliver In-District Mail	Х		
ADDITIONAL ITEMS	Х		
Telephone		Х	
Local		Х	
Long Distance		X	
Cellular Phones	Х		
Make Equipment Purchases	Х		
China, Glass, Flatware	Х		
Initial Inventory	Х		
Purchase Replacement of China, Glass, Flatware During Operation	х		

Purchase Replacement of Expendable Equipment (Pots, Pans, etc.)	Х		
Purchase Replacement of Non-Expendable Equipment		Х	
Repair to Infrastructure (Vents to Outside, Gas Line, etc.)		Х	
Cost of Repairing Equipment		Х	
Fire/Property Insurance		Х	
Products and Public Liability Insurance	Х		
Water, Gas, and Electric Utilities	Х		
Painting Kitchen		Х	
Painting Cafeteria		Х	
Trash / Garbage Removal		Х	
From Kitchen	Х		
From Dining Room		Х	
From Premises		Х	
Taxes (such as personal property or inventory taxes on leased equipment)	Х		
Reimburse Travel-Local	Х		
License Fees	Х		
SUPPLIES			
Detergent/Cleaning Supplies	Х		
Paper/Disposable Supplies	Х		
Postage	Х		
Laundry Services	Х		
Staff Uniforms	Х		
Menu Paper and Printing	х		

Tickets Printing or Tokens	Х		
Office Supplies	Х		
Other Janitorial Supplies	Х		
CLEANING RESPONSIBILITIES ARE LISTED BELOW:	X		
CLEANING KITCHEN	Х		
Responsible for Daily Cleaning of Equipment	Х		
Clean Hoods Within Reach	х		
Clean Vent From Hoods to Outside	х		
Clean Floors and Walls	Х		
Clean Windows/Blinds/Draperies	Х		
Clean Ceilings, Fans, Light Fixtures	х		
Dishwashing	х		
Daily Cleaning of Serving/Preparation Areas	х		
Clean Tables and Chairs in Kitchen	х		
Clean Staff Locker Rooms	х		
Clean Staff /Public Restrooms	Х		
Clean and Clear Grease Traps	Х		
Daily Removal of Trash and Garbage	Х		
CLEANING CAFETERIA		Х	
Clean Equipment		Х	
Clean Floors and Walls		Х	
Clean Windows/Blinds/Draperies		Х	

Clean Ceilings, Fans, Light Fixtures		Х	
Clean Tables and Chairs		Х	
Bussing of Dishes from Tables		Х	
SERVICES	Х		
Courier Services (i.e. bank deposits, school deliveries)	Х		
Pest Control/Extermination	Х		
Dept. of Health Approved Kitchen Inspections	Х		
Vending Machines Services/Operations		Х	
OTHER (identify each below)			
Promotional Services	Х		
Storage Costs:	Х		
Food	Х		
Supplies	Х		
Other (specify)			

SCHEDULE Q FRESH FRUIT & VEGETABLE PROGRAM FUNDING ADMINISTRATIVE SERVICES REQUESTED

(NOT APPLICABLE) Section to Be Completed by the SFA

Column A	Column B	Column C	<u>Column D</u>
Elementary School Name	Site Code (if any)	Total Current Enrollment in School	Current Grant Amount
		Total current SFA FFVP Funding	\$

SCHEDULE R MEAL EQUIVALENT DETERMINATION FORMULA

Current Year USDA Rate of Reimbursement per "Free" Lunch	\$3.31
(as of July 1, 2018)	
Current Year Per Meal State- Match Reimbursement Rate	\$0 .0472
(as of 7/2017)	
Current Year Value of USDA Entitlement for Donated Foods Per Lunch	\$0.2325
(as of July 1, 2017)	
Current Year Value of USDA Bonus Donated Foods Per Lunch	\$0.0100
MEAL EQUIVALENT	\$3.5197

SCHEDULE-S PREMISES

PROPOSED FEEDING SCHOOLS/SITES LIST WITH PROJECTED ENROLLMENT

This should include all District schools and any additional schools/LEAs that will be provided service under this contract.

FOR THE 2019 - 2020 SCHOOL YEAR

SCHOOL / SITE NAME/ADDRESS	ENROLLMENT	PARTICIPATES IN CHILD NUTRITION PROGRAMS				GRADE		
		SBP	NSLP	FFVP	ASSP	SFSP	CACFP	-
ELEMENTARY								
Wawaloam School								
100 Victory Highway	230	X	X					K-1
Exeter , RI								
Metcalf School								
30 Nooseneck Hill Road	586	X	X					2-6
West Greenwich, RI								
MIDDLE								
Junior High School								
930 Nooseneck Hill Road	0.66							7.0
West Greenwich, RI	266	X	X					7-8
SECONDARY								
Senior School								
930 Nooseneck Hill Road	506	X	X					9-12
West Greenwich, RI								
VENDED MEALS SITES	n/a							

SCHEDULE T PROTOTYPE FSMC AGREEMENT

Included as enclosure

SFA to attach the following exhibits

Exhibit A

Current and projected attendance and numbers of eligible free, reduced and paid students, broken down by school; with grade range of each school.

Exhibit B

Current number of, and time of serving periods, for each school (breakfast and lunch)

Exhibit C

Current and Projected School Calendar

Exhibit D

Meal counts (by type of meal) and sales by school (include a la carte, special events, vending, catering, vended meals and adult sales by school)

Exhibit E

Schools that have elected to participate in the Community Eligibility Provision.

Exhibit F

Schools that have alternate breakfast programs (breakfast offered in the classroom or through kiosks/ food carts in the hallway, breakfasts offered later in the morning)

Exhibit G

Reimbursement claims for the last twelve (12) months

Exhibit H

Current menu and detailed meal / a la carte price list at elementary and secondary school levels

Exhibit I

Prior year and current year-to-date food service monthly detailed operating statements/invoices.

Exhibit I

Most current year- end financial report on the Food Service Program

Exhibit K

Last year's audited financial statement for SFA.

Exhibit L

Current in-district position roster, description of function and hours worked (by location) and wage and benefit costs for each employee; include any SFA positions that are charged to the Food Service Program account and costs of which impact the Program guarantee.

Exhibit M

Current roster of out-of- district positions that are charged to the Food Service Program account: description of function and hours worked and wage and benefit costs for each employee (i.e., regional manager/dietitian).

Exhibit N

Brand of Point of Service system; total annual POS maintenance/licensing fees for the system and number of schools using this system; a list of schools NOT using POS.

Exhibit O

Brief narrative describing cleaning responsibilities, meal ordering (if applicable), a la carte, vehicles, and cash handling

Exhibit P

Copies of the SFA's wellness policy and initiatives

Exhibit 0 n/a

Current Year's Fresh Fruit and Vegetable Program Funding

Exhibit R (if applicable) n/a

Specifications for Equipment Purchases and/or annual equipment dollar value for equipment purchases.

Exhibit S (if applicable) n/a

Current Equipment Cost Loan Amortization Schedule(s)