



***Solicitation Information
December 27, 2012***

RFP # 7458405

TITLE: Statewide School Food Services Program

Submission Deadline: January 24, 2013 at 11:00 AM (EST)

Questions concerning this solicitation may be e-mailed to the Division of Purchases at gail.walsh@purchasing.ri.gov **no later than January 10, 2013 at 12 Noon.** Questions should be submitted in *a Microsoft Word attachment*. Please reference the RFP / LOI # on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: No

BOND REQUIRED: No

**Gail Walsh
State of Rhode Island
Division of Purchases**

Vendors must register on-line at the State Purchasing Website at www.purchasing.ri.gov.

NOTE TO VENDORS:

Offers received without the entire completed three-page RIVP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

Request for Proposals
Statewide School Food Services Program

The Rhode Island Department of Administration, Division of Purchases, on behalf of the Rhode Island Department of Education (RIDE) is requesting proposals from qualified firms to operate a statewide school food services program (Program), in accordance with the terms of this solicitation and the State's General Conditions of Purchase (available at www.purchasing.ri.gov).

Currently, Rhode Island school districts have several options in procuring the services of a food service management company to operate their school food service programs. They may opt to contract with private vendors to operate local school food service programs on a district-by-district basis. These procurements must be in accordance with all federal and state requirements, and the procurement process is reviewed by the RIDE as required by the United States Department of Agriculture (USDA).

Since September 2009, districts have an additional option; they have the ability to join the current statewide school food service program through a contract with the single state vendor. The state and the Board of Regents for Elementary and Secondary Education have decided to continue and enhance the current Program to provide services to any school districts opting to join the Program, and to ensure maximum cost savings and efficiency of services.

This solicitation is designed to achieve those goals in the area of food service programs by selecting a qualified food service vendor based on technical and cost criteria. Other goals are improving (and making more consistent statewide) areas such as the use of technology; the planning of school lunch educational efforts; increasing student participation, with a particular focus on breakfast participation; menu planning; and maintaining and upgrading of equipment. The major goal of the statewide contract, however, is to improve the nutrition and health of Rhode Island's students, and all contract activities will be designed to promote and ensure proper nutrition and wellness activities.

Finally, it is the intent that the statewide contract serve as an umbrella agreement under which each district may execute a separate mini-contract (agreement) with a qualified vendor. This statewide contract will operate as a one year contract beginning July 1, 2013 with four one-year renewals which would continue through June 30, 2018. The state contract (and any subsequent contract renewals) will enable districts to execute their agreements beginning July 1, 2013. There will be state level developmental activities (refer to Scope of Work) in the first year of the contract, and ongoing district and state activities that must occur annually.

Instructions and Notifications to Bidders:

- All respondents **MUST** register online at the RIVIP's Internet website @ <http://www.purchasing.ri.gov>. Proposals must be in accordance with the guidelines outlined in this request and the state's general conditions of purchased which can be accessed through the website.
- A fully completed and signed *RIVIP Bidder Certification Cover Sheet – All three pages should* accompany response submitted. Failure to make a complete submission inclusive of this three-page document may **result in disqualification**.
- Should there be a need for technical assistance in registering and/or downloading any document, call the RIVIP HELP DESK @ (401) 222-3766 Office Hours: 8:30 AM – 4:00 PM.
- All costs associated with developing or submitting documents in response to this Request and/or in providing oral or written clarification of its content shall be borne by the respondent. The State assumes no responsibility for these costs.
- It is intended that an award pursuant to this Request will be made to a prime respondent, who will assume responsibility for all aspects of the work.
- All pricing submitted will be considered to be ***firm and fixed*** unless otherwise indicated herein.
- Submissions in response to this solicitation are considered to be irrevocable for a period of not less than sixty (60) days following the established due date and may not be withdrawn without the express written permission of the State Purchasing Agent.
- Responses misdirected to other State locations or which otherwise are not received by the State Division of Purchases by the established due date for any cause will be determined to be late and may not be considered. The office clock, for the purpose of registering the arrival of a document, is in the reception area of the Department of Administration (DOA), Division of Purchases, One Capitol Hill, Providence, Rhode Island. Proposals faxed, or emailed, to the Division of Purchases will not be considered.
- Respondents are advised that all materials submitted to the State for consideration will be considered to be public records as defined in Title 38, Chapter 2 of Rhode Island General Laws, without exception, and will be released for inspection immediately upon request once an award is made.
- During the life of this contract, the State reserves the right to solicit separately for selected initiatives within this scope of work.

- In accordance with Title 7, Chapter 1.1-99 of the Rhode Island General Laws, Foreign corporations (a corporation established other than in Rhode Island) shall have the right to transact business in the State. *This is a requirement only of the selected vendor (s).*
- The State of Rhode Island has a goal of ten per cent (10%) participation by MBE's in all State procurements. For further information, the web address is www.mbe.ri.gov and the telephone number is 401 574-8253 or contact the MBE Administrator at charles.newton@doa.ri.gov .
- Interested parties are instructed to peruse the Division of Purchases web site on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP / LOI
- **Equal Employment Opportunity (RIGL 28-5.1)**
 - **§ 28-5.1-1 Declaration of policy.** – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies in all areas where the state dollar is spent, in employment, public service, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090 or the EEO Administrator at Raymond.lambert@hr.ri.gov.
- All proposals should include the vendor's FEIN or Social Security Number as evidenced by a Form W-9, downloadable from the Division of Purchases' website at www.purchasing.ri.gov.

The State reserves the right to accept or reject any or all options, bids, proposals, to award on the basis of cost alone, and to act in its best interest.

At any point during the review process, any proposal found to be substantially non-responsive will be dropped from further consideration.

The State may, at its sole option, elect to require presentation(s) by respondents clearly in consideration for award. Other submissions, certifications, or affirmations may be required, as appropriate.

I. Background/Overview

I. Introduction

In 2007, RIDE issued a Request for Proposals (RFP) to select a single vendor to provide a statewide school food services program that, over time, would:

- Serve all of Rhode Island's school districts, charter school and state schools, (also known as School Food Authorities – SFAs);
- Lower costs;
- Improve services and increase student participation at the SFA level;
- Generate increased efficiencies of statewide operations such as data/payment issues, purchase and distribution of commodities, staff professional development, upgrade and maintenance of equipments; and
- Improve the nutrition, health and well being of Rhode Island's students by allowing increased state oversight of nutrition and student wellness issues.

The scope of the Program contract was organized into two general categories:

- A. State Program implementation/operation activities conducted at the state level for all districts enrolled and ancillary / complementary efforts of interest to the state such as improving fiscal and other data reporting through statewide adoption of an on-line keypad (card) meal accountability system also know as a Point of Sale System (POS) that interacts with CNP Connect (RIDE's Child Nutrition Program MIS) and district/school enrollment student count systems; and
- B. Program operations at the district level, including equipment maintenance and replacement; increasing parent/student involvement; food safety courses for food service workers; staff development; and transporting within districts.

The original intent of the RFP was that participation in the Program would become mandated through state legislation.

II. Current Status of Program

RIDE is now in its fifth year (of a five year maximum contract) of its Program. Although a legislative mandate did not come to fruition, fifteen SFAs have opted to join the Program. This includes thirteen (13) of the thirty-six (36) municipal school districts, one (1) of four (4) state operated schools and one (1) of fourteen (14) state charter schools. Note that a number of additional charter schools and a state-operated school also participate in the Program; they subcontract through one of the SFAs listed above.

For those SFAs that opt to go out to bid for school food services, RIDE has recently developed and requires the use of the RIDE Food Service Management Company (FSMC) RFP and Prototype Agreement. This Agreement will be considered in its final form and may not be modified except to incorporate financial information submitted in response to the District's FSMC RFP.

Although prior prototype procurement documents were available and utilized by the SFA's, the final contracts typically varied widely in terms of items such as the fees charged, guarantee of the projected year end balance; employment of school food service workers; equipment ownership, including trucks/vans; and/or the purchase and distribution of USDA Foods. School food service contracts did, however, have to be consistent with and follow all the requirements of the federal nutrition reimbursement programs [National School Lunch (NSLP), School Breakfast (SBP), and Special Milk (SMP) (split-session kindergarten) Programs] and the Fresh Fruit and Vegetable Program (FFVP) operated by the USDA.

While the most commonly known feature of the federal school nutrition programs is its free and reduced-price school meal subsidies, there are many other requirements and program features that must also be taken into consideration such as those related to student nutrition or the distribution and use of USDA Foods. The fiscal and data reporting aspect of school nutrition programs under USDA mandates also requires a high level of real-time accountability which, in turn, means that districts must provide timely and accurate electronic data to the web-based statewide system, CNP Connect.

All but one Rhode Island district and a few schools contract with a private vendor to operate their school food services programs.

Significant savings through reduced fees (for both participating and non-participating SFAs) have been associated and documented with the Program. Participating SFAs' fees were significantly reduced when compared to their prior fee structures. In addition, once the Program's benchmark fee structure was established, other FSMC vendors offered more competitive proposals to SFAs not participating in the Program.

The purpose of this RFP is, therefore, to select a single vendor to provide a Program that any of Rhode Island's school districts, charter schools and state schools may opt to contract with. This will not only result in lower costs, improved services and increased student participation at the district level, but will also generate increased efficiency of statewide operations such as data/payment issues, purchase and distribution of USDA Foods, regional management and technical assistance, staff professional development (including nutrition/wellness education in school nutrition programs) and the upgrade and maintenance of equipment. The Program will also improve the nutrition, health and well being of Rhode Island's students by allowing increased state oversight of nutrition and student wellness issues.

II. Intent of the Solicitation

The intent of this solicitation is to have one FSMC meet the needs of the school districts, charter schools and state schools that opt to contract with this Vendor. However, when this contract is awarded, districts will be at varying stages in their current food service contracts. The state can and will encourage participation by informing the districts' business managers about the benefits of this contract, such as not having to review and negotiate food service contracts yearly, healthier food offerings, increased state oversight, etc.

In addition, the selected Vendor should be able to offer the districts enough management and general support fee savings and other enticements (such as healthier foods and a choice of at least two levels of fiscal guarantee of the projected yearend balance in the non-profit school food service account) to convince the districts to join in this contract. The contract will allow individual, customized agreements with districts, in order to have the flexibility to set meal pricing and customizing menus based on each district's unique needs.

We have found that not all districts are utilizing the resources available to them in order to offer healthier food choices, to comply with wellness requirements, to increase student participation in the school lunch/breakfast program, and to save money on their food service program. This RFP strives to change that by requiring the selected vendor to:

- offer students healthier foods which comply with new USDA nutrition regulations and the RI Nutrition Requirements;
- increase student participation in the school meals programs with a particular emphasis on breakfast in lower economic communities;
- utilize local (RI grown) fresh produce and the Farm to School Program;
- support eligible schools participation in the USDA FFVP;
- make full use of the USDA Foods offerings;
- provide regional staff development programs and activities for school food service staff,
- actively participate in the successful implementation of the Local School Wellness Policies
- support schools in achieving recognition through the USDA Healthier US School Challenge initiative; and
- offer regional transportation of food and related program materials/equipment when feasible.

The intent of this RFP is to develop a consistent POS among the school districts and to standardize fiscal reporting forms. In addition, it is anticipated that this statewide contract will discourage the use of a-la-carte items, which tend to be less nutritious than other offerings and which result in less federal reimbursement for the districts.

Lastly, this solicitation seeks to increase the involvement of school personnel, parents and students in food choices, wellness policies/programs and food safety concerns.

To recap, the Rhode Island Program will:

- Meet high nutrition standards for all foods sold and/or offered in schools under the auspices of the school food service program.
- Promote healthy eating through the offering of only healthy choices every day.
- Purchase and serve RI-grown/locally grown fruits, vegetables and dairy products whenever possible – actively pursue locally grown farm-fresh items and participate in the Farm to School Program
- Develop and maintain the cafeteria as a nutrition/wellness education-learning environment.
- Provide full disclosure of ALL discounts, rebates, allowances, credits and incentives received by the management company from suppliers as required by USDA.
- Seek the lowest cost for large food and equipment purchases by comparing price bids from a minimum of three quotes and identifying all procurement service fees.
- Transport foods and meals in the most efficient manner possible – including across district lines.
- Promote maximum utilization of the USDA NSLP, SBP, and After School Snack Programs and actively discourage use of the a la carte programs in place of a nutritious, reimbursable meal.
- Develop and offer districts a choice of two (or more) tiered fiscal guarantee schedules which will enable districts to select the level of fiscal risk that they are willing to assume. Each tier may have a different management and/or general support fee structure.
- Save the districts money in the management fee, the general support fee, and in direct operating costs wherever possible, including, but not limited to, streamlining and cooperatively sharing management activities amongst smaller districts. To be more specific, the state envisions that district school food service managers operate on a regional basis supporting multiple districts.
- Seek ways to increase food service revenue by encouraging reimbursable meals to students, by promoting meals to teachers and school staff, by catering school activities, by operating vending where opportunities exist, and by preparing vended meals during the summer for the Summer Food Service Program (SFSP) sponsors, if applicable.
- Support eligible schools participation in the FFVP.
- Utilize school POS that interfaces with school attendance systems for enrollment and students' eligibility in order to collect and report accurate daily meal counts, and directly uploads to RIDE's CNP Connect for Federal monthly school meals reimbursements (by-passing any third party systems).
- Provide detailed participation and also financial data to RIDE on a monthly and annual basis in conjunction with the Net Cash Resource reporting requirement.

- Meet with RIDE at least monthly to review progress towards state and district level fiscal, participation and programmatic goals.
- Work towards adequate and well maintained equipment, owned by the district and not the vendor.
- Work towards hiring all food service staff as employees of FSMC over time for consistency and efficiency among districts unless a district opts to retain food service staff as their employees.
- Work towards having all food service staff certified in food safety by a RI recognized food safety course over time.
- Ensure all food safety inspections are conducted that meet USDA's Regulation (7 CFR Parts 210 and 220) of two inspections per school each school year.
- Ensure that every kitchen develops, maintains and implements a HACCP Plan according to USDA's Regulations (Public Law 108-265, Sec. 111, 9(h) no. 5).

III. Scope of Work

The work of this contract can be organized into two general categories. These are:

State Level Scope of Work

1. School food service implementation/operational activities conducted **at the state level** for all districts enrolled: ancillary/complementary efforts of interest to the state such as improving fiscal and other data reporting through statewide adoption of a POS that interacts with CNP Connect and district/school enrollment student counting systems; and

District Level Scope of Work

2. School food service program operations **at the district level**: including equipment maintenance and replacement; increasing parent/student involvement; participation, food safety courses for food service workers; staff development; and transportation within districts.

The tasks below outline the state level and district level activities, deliverables and time frames. Please note that oversight of all state level activities will be carried out by RIDE or a RIDE designee. District oversight and interactions with the vendor are intended to remain consistent with current individual district agreements.

State Level Activities:

Task	Due Date	Deliverable
1. Accomplish a state level overview of participating districts' needs related to the Program; include those items discussed within this RFP's scope of work and program overview.	July 1, 2013	Needs assessment conducted; report submitted.
2. Develop a state plan for communication and reporting to RIDE on progress towards fiscal		Plan developed.

<p>and programmatic goals.</p> <p>3. Develop a plan for staff development that includes wellness education and activities.</p> <p>4. Develop a state plan to encourage/recruit districts to participate in this statewide food service contract.</p>		<p>Plan developed.</p> <p>Plan developed.</p>
<p>5. Work with state level staff to establish:</p> <ul style="list-style-type: none"> a. annual nutrition goals for breakfasts (including breakfast in the classroom), lunches and after school snacks; b. annual goals for District achievement of US Healthier School Challenge recognition. c. annual specific timelines for all statewide activities including reporting methods and deadlines; school food service kitchen inspections and maintaining HACCP Plans; and ensuring that all districts meet the FSMC fiscal requirements as outlined in Appendix VII. d. goals and guidelines for parent, student and family involvement in school food services programs including menu choices and food safety issues; e. annual regional efforts such as replacing equipment or delivery vehicles and facilities upgrades; and staff development. f. A review of the District contract to ensure compliance with requirements. <p>6. Execute individual agreements or agreement renewals with all participating district.</p> <p>7. Develop a state plan that responds to district needs for requesting and distributing</p>	<p>July 1, 2013 & subsequent years</p>	<p>Goals, guidelines and timelines established.</p> <p>Contracts executed.</p> <p>State plan developed.</p>

<p>USDA Foods including fruits and vegetables (note: the vendor must coordinate with the State Department of Corrections, Central Distributions Center and/or any other appropriate agency to carry out this task). Please see Appendix X for access to data on the amount of USDA Foods each community currently receives.</p> <p>8. Develop a state plan that includes using local, fresh produce when available, including the Farm-to-School program, and reporting local produce use.</p> <p>9. Develop a state plan to increase student participation with special focus on increasing breakfast participation in schools with a higher percentage of students eligible for free/reduced meals.</p> <p>10. Develop a state plan to implement/upgrade district school food service technology (electronic meal accountability systems) in accordance with the requirements outlined in Appendix VIII.</p> <p>11. Develop a state plan that responds to the results of the needs assessment, and on efficiencies that could be implemented based on the geographic location and number of participating districts.</p> <p>12. Develop a state plan to purchase food at the lowest cost to the district using State Master Price Agreements, cooperative purchasing, and/or any other appropriate procurement process.</p> <p>13. Meet with RIDE and report on the costs of food and USDA Foods; the fiscal status (deficit/surplus) of each participating district; the level of participation by type of meal for each participating district; and any other data required by the state per the annual negotiation of statewide reports and activities. See Appendix VIII.</p>		<p>State plan developed.</p> <p>State plan developed.</p> <p>State plan developed.</p> <p>State plan developed.</p> <p>State plan developed.</p> <p>State plan developed.</p> <p>Monthly Report submitted 30 days after the close of the participating month (ie. September is reported by November 15th)</p>
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District Level Activities:

Task	Due Date	Deliverable
1. Develop a local plan to ensure adequate oversight by a food service director, staffing, equipment, food inspections, etc. for each participating district in accordance with the RIDE district agreement and section IV (Additional Contractor Requirements/Qualifications) of this RFP.	July 1, 2013 & subsequent years, September to June, unless otherwise noted.	Local plans written.
2. Plan for and provide breakfasts, lunch and after school snacks in accordance with each district agreement and the state plan.		Plans developed.
3. Plan for and provide Fresh Fruit and Vegetable Program snacks in accordance with each district agreement and the state plan.		Plans developed.
4. Plan and provide for the Healthier US School Challenge application process.		Plans developed.
5. Plan and provide for all parent/student and school staff involvement in keeping with the state plan and in accordance with each district agreement and the state plan.		Plans developed.
6. Plan and provide for all equipment/facility upgrades in accordance with each district agreement and the state plan. This includes policies and procedures for competitive bidding of equipment, and vendor ownership over time of all vehicles used to transport food/meals, etc. in order to streamline and improve the efficiency of such deliverables across districts.		Plans developed.
7. Plan and provide all fiscal and data oversight and reporting in accordance with the state plan and each district agreement.		Plans developed.
8. Plan and provide for staff development, including wellness education, in accordance with the state plan and each district agreement.		Plans developed.

<ol style="list-style-type: none"> 1. Purchase food at the lowest cost to the district using State Master Price Agreements, cooperative purchasing, USDA Foods through the Department of Corrections, Central Distribution Center and the US Department of Defense (DOD), and/or any other appropriate procurement process, as outlined in the state plan required in SFY 13-14 2. Develop a two tiered fiscal guarantee schedule which will enable districts to select the level of fiscal risk that they willing to assume towards meeting the projected yearend balance. 3. Charge a reasonable, consistent management fee and general support fee to all participating districts in SFY 13-14 and beyond. The fee structure may vary based on the level of fiscal guarantee the district has selected. This amount may be increased over the life of the contract by mutual consent based on the US Department of Labor, Consumer Price Index for February all Urban Consumers, all items over the last 12 months. The SFY 13-14 fee for Option 1 level of guarantee cannot exceed the current SFY 12-13 fee structure, adjusted for CPI. The current fee structure applied to each Meal Equivalent is: General Support fee of \$0.0339 Management Services fee of \$0.0443 4. Establish an annual per meal/snack cost that is equal to or less than the current costs in participating districts adjusted for reasonable annual increases. 5. Execute district agreements and annual agreement renewals using a fixed per meal equivalent management and general support fees in the cost reimbursable contract in accordance with the district prototype agreement developed by RIDE. 	<p>On-going, annual basis, September to June, unless otherwise noted.</p>	<p>Food purchased.</p> <p>Level of guarantee established based on district's selection the level of fiscal risk.</p> <p>Costs established.</p> <p>Costs established.</p> <p>Fixed per meal equivalent management and general support fees established and included in agreements.</p>
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<p>6. Develop and use a standard invoice format for all participating districts which complies with USDA invoicing and reporting requirements.</p> <p>7. Monitor school food service program expenditures and revenues; report on these on a regular basis; and prepare written plans to address any operating deficit or to use operating surpluses with state approval as needed. The intent is that no program operates on a deficit basis and that surplus funds be used to improve program or address equipment needs.</p> <p>8. Develop a plan in conjunction with district staff to purchase a POS for each site if there are not already in the district, as outlined in the state plan developed SCY 13-14.</p> <p>If the district has such a system, the vendor will optimize the use of the POS to avoid incorrect and inconsistent data, to promote over time a single, seamless statewide school meal fiscal/data system, to collect and report accurate daily meal counts that interfaces with school attendance systems for enrollment and students' eligibility, and that directly uploads to RIDE's CNP Connect for Federal monthly school meals reimbursements (bypassing any third party systems). See Appendix VIII.</p>		<p>Standard invoice developed & used.</p> <p>Reports submitted.</p> <p>Plan developed.</p>
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IV. Additional Vendor Requirements/Qualifications

The vendor will meet all requirements mandated by USDA and required by this solicitation including but not limited to:

1. The vendor must have all the appropriate qualifications and experiences required by the USDA.
2. The vendor will provide all bonds and sureties required by the USDA.

3. The vendor will over time employ all school food service workers, and will employ all new workers giving preference to current staff. This will include the required background checks for all employees.
4. No compensation for any school food service employee will include a bonus and/or any other incentive or payment besides salaries/wages/benefits.
5. The vendor will coordinate all food inspections with any private/public agency conducting said inspections and shall ensure that all inspections conducted by the vendor meet Department of Health requirements.
6. The vendor will demonstrate compliance with the federal Hazard Analysis and Critical Control Point (HACCP) requirement for Food Safety in each kitchen and the federal Wellness Policy Requirement in each district.
7. The vendor must execute all required state approved agreements with participating districts including all cost schedules and fee breakdowns.
8. The vendor will provide/ensure that all meals or snacks to be claimed for federal reimbursement will conform with all federal requirements and guidelines as described in 7 CFR 210.10 and subsequent guidance and regulations.

Additional District Level Requirements for Vendor

The Vendor is to provide management and consulting services for the district's school food service program (Program) and to cooperatively plan and continuously improve the 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 LEA's School Food Service operation. The following qualifying data must be submitted by each contractor along with the sealed proposal:
 - a. The FSMC must be licensed to do business in the State of Rhode Island.
 - b. The FSMC must have done business for five (5) consecutive years or more with LEAs. 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 LEA. In lieu of organizational experience, staff expertise must be demonstrated.
 - d. Any interested FSMC shall furnish the LEA an acceptable bid guarantee in the form of a bid bond or certified check in the amount of (LEA inserts percentage of total contract value) percent (%) 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 (LEA inserts percentage of Performance Bond) _____ percent (___%) 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 LEA'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 the new USDA Meal Patterns and Nutrition Specifications.
 - 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 TBD (date).

4. To the extent possible, hourly food service employees currently employed by the LEA 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 LEA.
5. 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.
6. The LEA'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.
7. 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 LEA.
8. 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.
9. 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.
10. The FSMC must identify the amount of each discount, rebate, and other applicable credit on its invoices presented to the LEA 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.
11. The FSMC must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the LEA, RIDE or USDA.
12. The FSMC must identify the method by which it will report discounts, rebates and other applicable credits, allocable to the LEA, 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 LEA 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 FSMC 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 FSMC's contract requires it 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 FSMC will credit for donated foods by disclosure, i.e., the FSMC 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 FSMC 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

1. The FSMC must meet the general requirements in 7 CFR 250.14(b) for the storage and inventory management of donated foods. Additionally, the FSMC must ensure that its system of inventory management does not result in the recipient agency being charged for donated foods.
2. If the contract terminates, and is not extended or renewed, the FSMC 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 FSMC 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 FSMC shall cooperate in this endeavor.

Required contract provisions

1. A statement that the FSMC 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 FSMC 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 FSMC 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 FSMC should ensure the recipient agency that the FSMC 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 FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
7. The FSMC 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 FSMC 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 FSMC 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.

v. Terms of the Contract

The state contract and district agreements will begin July 1, 2013 and end on June 30, 2014, with the option for four renewable one-year periods to extend the end date through June 30, 2018. The scope of the work may be modified by RIDE prior to beginning work on a given task. If necessary, deficiencies in performance of services and/or failure to supply deliverables in a complete and timely manner will be documented in writing by RIDE. Should a pattern of substantial dissatisfaction become apparent, RIDE reserves the right to terminate the contract.

VI. Technical Proposal Required Elements

Proposal Format

The Proposal sections should be aligned to the following listing:

**Letter of Transmittal
Executive Summary
Contractor Understanding of the Issues
Work Plan including Cost Component
Capacity of the Vendor to Administer a Statewide School Food Service Program
Quality of Key Personnel
Evaluation**

1. Letter of Transmittal

The Letter of Transmittal should include:

- a. An introduction of the FSMC.
- b. 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.
- c. 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.
- d. Any other information not appropriately contained in the proposal itself should also be included.

2. Executive Summary

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

- a. Briefly describe the FSMC's approach to the proposal and clearly indicate any options or alternatives.
- b. Indicate any major requirements that cannot be met by the FSMC.
- c. Highlight the major features of the proposal and identify any supporting information considered pertinent.

3. Contractor Understanding of the Issues. (20 points)

The applicant should clearly summarize their knowledge in each of the areas listed below and/or demonstrate an understanding of the intent or goals of this solicitation and of the concepts outlined in the appendices.

- a. Good Nutrition, Wellness Activities, Nutrition Education.
- b. USDA Requirements including those found in the Healthy, Hunger-Free Kids Act of 2010 (HHFKA).
- c. USDA Wellness requirements (including those in the HHFKA) and RI Wellness Legislation.
- d. Free/Reduced Lunch Program and increasing meal participation with special emphasis on breakfast in communities with a significant percent of students eligible for free/reduced meals.
- e. USDA FFVP.
- f. USDA Foods Program including Department of Defense Fresh Fruits/Vegetables.
- g. RI Farm-to-School Program.
- h. Procurement of local (RI) fruits, vegetables and dairy items.
- i. RI's CNP CONNECT system and technology goals.
- j. State goals regarding cost savings and efficient school district operations including limits on fees and that all costs to the program must be net of all applicable discounts, rebates, allowances, incentives and credits per USDA regulations.
- k. State goals for offering districts an option of two or more levels of fiscal guarantees.
- l. State goals for staff professional development including nutrition education/wellness promotion.
- m. Regional school food service management and transportation of supplies.
- n. Current knowledge of operating district school food service programs.

4. Work Plan. (20 points)

The applicant shall provide a detailed work plan that addresses all of the elements in the intent of the solicitation and the scope of the work. This includes carrying out both developmental and ongoing State and District level elements as follows:

- a. Plan to assess districts' needs related to the Program.; a Plan that responds to the results of districts' need assessments, including opportunities for efficiencies July 1, 2013
- b. Plan to assess districts' needs related to the Program.; a Plan that responds to the results of districts' need assessments, including opportunities for efficiencies July 1, 2013
- c. Plan to communicate/report to RIDE on Program progress; to provide District will all fiscal and data oversight and reporting in accordance with state plan and district agreement. July 1, 2013
- d. Plan for staff development including nutrition/wellness education & promotion staff development, at a local and regional level. July 1, 2013
- e. Plan to expand contract to additional districts. July 1, 2013
- f. State plan for:
 - Annual nutrition and participation goals for SBP, NSLP and after school snacks;
 - Compliance with new USDA nutrition standards and the RI Nutrition Requirements
 - Annual goals for District achievement of US Healthier School Challenge recognition.
 - Support implementation of new USDA Wellness requirements, nutrition education and promotion of wellness
 - Procurement and distribution of USDA Foods and DoD Produce; the use and purchase of fresh, locally (RI) grown produce/dairy products; the use and purchase of fresh produce through the RI Farm-to School program.
 - Annual specific reporting timelines for all statewide activities/tasks;
 - Goals and guidelines for parent, student, family and school staff involvement in Program;
 - Annual improvements to the regional infrastructure via regional upgrades of equipment, facilities upgrades that accounts for the varying types of food service facilities in different districts
 - Review of District agreement to ensure compliance with requirements.
 - Execution of individual district agreements.
 - Staffing
 - Meal Price schedules
- g. Plan to annually expand technology (POS) throughout all participating districts/sites and implement a direct upload process from POS to CNP Connect (by-passing 3rd party systems). July 1, 2013

- h. Plan to ensure adequate oversight by food service director, staffing, equipment, food inspections, etc for each participating district in accordance with district agreement and *Additional Vendor Requirements /Qualification* (Section IV) of this RFP

5. Capacity of the Applicant to Administer a Statewide School Food Service Program. (10 points)

Applicant should present a Table of Organization that depicts the organization's capacity and structure. The applicant should describe previous experience at both the state and district level in operating school food service programs. Include a listing of clients served that reflects programs of approximately the same size as a statewide program in RI (about 150,000 students at approximately 350 schools).

The Applicant should demonstrate its capacity to address the requirements found in IV. *Additional District Level Vendor Requirements/Qualifications* - Section 1. District Level Requirements for Vendor-
[Additional District Level Vendor Requirements/Qualifications](#)

The applicant must provide a business background including a description of their financial position. Finally, the applicant must discuss their status as a Minority Business Enterprise (MBE), certified by the Rhode Island Department of Economic Development, and/or a subcontracting plan which addresses the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information, call the MBE Officer at (401) 574-8253 or visit the website at www.mbe.ri.gov.

6. Quality of Key Personnel (10 points)

The applicant must identify key staff who will be involved in this program, including the identification of the state contact (program director). The applicant should indicate the process used and quality criteria involved in hiring all staff that will work on this program at both the state and local level.

7. Evaluation (10 points)

The applicant should provide a plan for an annual review of program goals at the state level including progress reports and plans to adjust contract activities in support of goals. The applicant must also provide the method by which internal control over reporting, fiscal activities and program activities will be monitored within each district.

8. Cost Proposal (30 Points)

The work plan must include a clear cost proposal summary to facilitate review. It should contain actual estimates of reasonable, consistent charges for management fees, general support fees and meals for all participating Districts in SCY 2013-14. The fee structure may vary based on the level of fiscal guarantee the District has selected. This amount may be increased over the life of the contract by mutual consent based on the US Department of Labor, Consumer Price Index for February for all Urban Consumers; All Items, over the last 12 months.

The cost component must reflect the different costs to individual districts based on the varying reimbursements for free/reduced-price lunches. This can be accomplished by structuring the cost proposal based on volume of meal equivalents served. All fees must be listed and all assurances contained in the solicitation regarding discounts/profits must be provided.

The cost component should be based on at least two (2) options of Cost Guarantee.

One option must include the Option 1:

If the guarantee of the projected year end fiscal balance is not met, the Vendor will return management fees (up to the value of the management fees paid during the contract period) back to the district. The SFY 13-14 fee for Option 1 level of guarantee cannot exceed the current SFY 12-13 fee structure, adjusted for CPI. The current fee structure applied to each Meal Equivalent is:

General Support fee of \$0.0339

Management Services fee of \$0.0443

Additional Option(s) must include:

If the guarantee of the projected year end fiscal balance is not met, the Vendor will return XXXX (Vendor will propose additional level of guarantee(s) which further limit the Districts exposure to fiscal risk, i.e., the guarantee is covered by both the Management and General Support fees; the guarantee covers an) back to the district.

Proposed Fiscal Guarantee Options	Fee Structure
<p>Option 1: If the guarantee of the projected year end fiscal balance in the nonprofit school food service account is not achieved, the Vendor will return management fees (up to the value of the management fees paid during the contract period) back to the district.</p>	<p>General Support Fee per Meal Equivalent: \$.00</p> <p>Management Fee per Meal Equivalent: \$.00</p>
<p>Additional Option(s):</p> <p>I n</p>	<p>General Support Fee per Meal Equivalent: \$.00</p> <p>Management Fee per Meal Equivalent: \$.00</p>

T

The plan must also address how the vendor will handle deficits and surpluses in district school food service programs and how surpluses will be used to benefit the school's program.

Provide market basket price analysis along with methods of procurement and distribution; develop a plan to purchase food at the lowest cost. (Refer to Appendix IV for market basket contents).

* * * * *

Once bids have been received and reviewed, The State / RIDE reserves the right to obtain additional information from each bidder in writing and/or by scheduling a conference with each bidder.

VII. Proposal Submission

All document pages are to be **numbered in consecutive order.**

PROPOSALS ("original" plus FOUR (4) copies) submissions are to be either mailed or hand-delivered in a sealed envelope marked: "**RFP7458405: School Food Services Program**" by the date & time indicated on page one of this solicitation. Deliver to:

RI DEPT OF ADMINISTRATION
Division of Purchases, 2nd Floor
One Capitol Hill
Providence, RI 02908-5855

NOTE: *Proposals misdirected to other State locations or which are otherwise not presented in the Division of Purchases by the scheduled due date and time will be determined to be late and may not be considered. The "official" time clock is located in the Division of Purchases Reception area. Proposals faxed, or emailed, to the Division of Purchases will not be considered.*

Questions concerning this solicitation may be e-mailed to the Division of Purchases at questions@purchasing.ri.gov no later than the date & time indicated on page one of this solicitation. Please reference the RFP / LOI # on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. For computer technical assistance, call the help Desk at 401 222-3766.

Proposals must include the following:

- An R.I.V.I.P. generated bidder certification cover sheet (downloaded from the R.I. Division of Purchases Internet home page at <http://www.purchasing.ri.gov>)
- A **signed, sealed, and separate** Cost Proposal reflecting the hourly rate, or other fee structure, proposed for this scope of services.
- A separate Technical Proposal describing the background, qualification, and experience with and for similar programs, as well as the workplace or approach proposed for this requirement.
- In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal (separate technical and cost) in electronic format (CD, or flash drive). Microsoft Word / Excel OR PDF format is preferable. Only 1 electronic copy is requested. This CD or diskette should be included in the proposal marked "original".

Appendices

Appendix I	RI Nutrition Requirements for School Food Service Programs
Appendix II	Nutrition & Wellness Education and Promotion
Appendix III	Minimum Nutrition Standards for FSMC Managed Vending and A La Carte Sales
Appendix IV	Food Specifications / Market Basket Contents
Appendix V	Purchasing Criteria
Appendix VI	Equipment
Appendix VII	FSMC Fiscal Requirements at the District Level
Appendix VIII	School Meals On-Line Accountability System Requirements
Appendix IX	Management Fee and General Support Fee
Appendix X	Additional Resources on CNP Connect
Appendix XI	Acronyms

APPENDIX I

Rhode Island Nutrition Requirements (RINR) 2009 (updated 11/5/09) **Nutrition Criteria for RI School Food Service Programs**

1. Minimum Nutrition Criteria for Reimbursable Meals and Snacks

This applies to the School Breakfast Program (SBP), National School Lunch Program (NSLP), and the After School Snack Program.

Sponsors of these child nutrition programs must

- Meet the current Federal Requirements for each of the respective reimbursable meals and snacks provided , **and**
- Exceed the Federal Requirements for all federally reimbursable meals and snacks according to the following criteria.

Whole Grains

The goal is ultimately for students to be served 100% whole grain products. A phased in approach has been taken to allow vendors, manufacturers and processors time to reformulate products.

1. All of the grains served that are considered as a "bread serving" (rice, bread, pasta, cereal etc.) as part of reimbursable meals & snacks will be at least 51% whole grain

For the school year 2009 – 2010:

2. At least 50% of the grains served as a "bread serving" as part of the reimbursable meals and snacks, in total each week, calculated by quantity purchased, will be 60% whole grains in 2009/2010.
 - a. Each successive year the % of whole grain will be increased by 10%, as follows:
 - 2010/2011 70% whole grain
 - 2011/2012 80% whole grain
 - 2012/2013 90% whole grain
 - 2013/2014 100 % whole grain

Maximum allowed: whole grain products shall have no more than 7 grams of total sugar per ounce (exception: grains with fruit may have more) - The current RI Approved Product List will be expanded to include information on acceptable whole grain products for the School Breakfast and National School Lunch Programs by 2009-2010.

**A whole grain should be defined as a food in which 100% of the flour or grain ingredient is whole grain. The Food and Drug Administration does not specifically define whole grains (except for whole wheat bread, which must be 100% whole grain.) Rather it sets a minimum of whole grain (51%) for products which can make a whole-grain claim.*

Rationale: including whole grains rich in fiber and magnesium also will help schools meet fiber and magnesium target levels for meals. (Fiber and magnesium are listed as nutrients of concern for children and adolescents in the Dietary Guidelines).

Fruits and Vegetables

Schools will utilize locally (preferably RI) grown and harvested produce when available.

In ALL menu planning options, schools **will** serve, at a **minimum**:

- 2 servings of fruit and/or vegetable per breakfast
- 3 servings of fruit and/or vegetable per lunch.
- 1 serving of fruit and/or vegetable per each after school snack. (Serving sizes will vary based on age/grade.)

To help ensure variety, schools will offer, at a **minimum**:

- 3 different fruits in 1 week
- 5 different non-fried vegetables in 1 week
- 1 serving of fruit or vegetable per day will be dark green or orange
- 1 serving of fruit or vegetable per day will be fresh or raw

To help ensure variety, schools will offer **no more than (maximum)**

- 1 serving of 100% juice per day for breakfast and lunch
- 1 serving of 100% juice for every 5 consecutive snacks served

Examples of Dark Green/Orange Vegetables:

Acorn Squash
Beet and Mustard Greens
Bok Choy
Broccoli
Butternut Squash
Carrots
Collard Greens
Dark Green Leaf Lettuces or Salad Greens, e.g. Mesclun
Hubbard Squash
Kale
Pumpkin
Romaine Lettuce
Spinach
Sweet Potatoes or Yams (orange)
Turnip greens
Watercress

Examples of Orange Fruits

Apricots
Cantaloupe
Guava
Mandarin Oranges
Mango
Nectarines
Orange
Papaya
Peaches
Tangerines

Rationale: increasing the availability and service of both fruits and vegetables within the school meals programs will help children increase dietary fiber and nutrients. "Choose a variety of fruits and vegetables each day. In particular, select from all five vegetable subgroups (dark green, orange, legumes, starchy vegetables, and other vegetables) several times a week."

Added Sugars/Sweeteners

Beverages served as part of the school breakfast, school lunch or after school snack shall be 100% juice or milk with no more than 4 grams of total sugar per ounce.

Whole Grain items served as components of the reimbursable breakfast, lunch, and after school snack program shall have no more than 7 grams of sugar total per serving. (Exception: Whole Grains with added dried fruits such as raisin bran may have more than 7 grams of sugar per serving.) The goal is to minimize the added sugars but allow the naturally occurring sugars. Refer to the RI Approved product list for acceptable whole grain items.

Artificial sweeteners and sugar alcohols are not allowed.

Rationale: Added sugars provide calories without any nutrients. There is little evidence on the long-term health effects of nonnutritive sweeteners, particularly from exposure initiated in childhood.

Sodium

The goal is ultimately to help students not exceed the 2,300 mg daily tolerable upper intake level for sodium recommended in Dietary Guidelines. A phased in approach has been taken to allow vendors, manufacturers and processors time to reformulate products.

- School breakfast (including all components) shall contain no more than 575 mg of sodium, and
- School lunch components that in total constitute each reimbursable meal offered, shall contain no more than 1070 mg of sodium: Of this 1070 mg., 300 mg. are assumed to be the sodium content of the milk and servings of

whole grain bread, rolls, wraps or pizza crust. Note: Soup is excluded from this calculation, and

- Any soup served as part of the school lunch meal shall contain no more than 1000 mg of sodium,
- Afterschool Snack (including all components) shall contain no more than 350 mg of sodium.

The sodium content shall be calculated based on a weekly average of the total sodium content of required meal components that constitute each type of reimbursable meal served each day. For example, if the school lunch menu has four (4) options for lunch, all should be included in the sodium nutritional analysis and all should be included in the weekly average calculation.

Rationale: begin reducing sodium incrementally, with a long-term, step-wise plan for meeting the DGAs recommendation. For the first time, the 2005 DGAs have set a quantitative upper limit on daily sodium consumption. A key recommendation of the document is, "Consume less than 2,300 mg (approximately 1 tsp of salt) of sodium per day." Previous versions have encouraged reduction of sodium intake, without providing a numeric target. Since past DGAs have not provided a quantitative sodium recommendation, neither have the school meals programs

Milk Fat

Students shall be offered 1% or skim, non-flavored milk as a choice among other milk choices everyday. Flavored 1% or less fat shall have no more than 4 grams of total sugar per ounce.

Rationale: offer only low-fat (1% or less) and fat-free milk in the school meal programs for all children above the age of two. The 2005 DGAs include a recommendation to consume fat-free and low-fat milk and milk products on a daily basis, with a key recommendation stating, "Consume three cups per day of fat-free or low-fat milk or equivalent milk products. Children two to eight years should consume two cups per day of fat-free or low-fat milk or equivalent products."

Cooked legumes (dried beans or peas)

One or more servings of cooked legumes (dried beans or peas) shall be offered each week.

Examples of dried peas or beans are:

Pinto beans
Great Northern or Navy beans
Kidney or red beans
Black beans
Lentils
Garbanzo beans
Cowpeas
Split peas
Lima beans (dry, mature, such as large white)

Black-eyed peas

Rationale: plan meals that provide fiber at all levels appropriate for each age/grade group that reflect the 2005 DGAs recommendation (14 grams per 1,000 calories consumed). Fiber is found naturally in fruits, vegetables (particularly legumes) and whole grains; these food groups can be significantly, but gradually, increased in school meals. Gradual increases now, will allow students palates to adjust and will make the transition to a numeric fiber target easier. Fruits can be served without the addition of salt, butter or sauces; the addition of whole fruits as a choice in school menus will increase fiber while reducing sodium.

2. Minimum Nutrition Criteria for *Snack Foods and/or Beverages Sold or Offered by School Food Service Operations*

The goal is to maximize utilization of the school meals programs by providing balanced nutritious meals to students during breakfast and lunch and to encourage consumption of balanced nutritious meals while discouraging the consumption of snack foods in place of meals.

RIDE will work with each school district administration to enforce adherence to the *RI Healthy Schools Coalition Nutrition Guidelines for School Vending and A La Carte* throughout the entire school campus, including but not limited to fundraisers, school stores, vending machines, classroom rewards, celebrations, and special events.

Elementary Schools

Snack foods and/or beverages may be available in elementary schools, but are limited to the following: fresh milk, whole or cut fresh fruits and/or vegetables OR kitchen-prepared (unprocessed) fruit and/or vegetable side dishes.

Middle and High Schools

Snack foods and/or beverages may be available in middle schools and high schools, but all *snack* items must meet the *RI Healthy Schools Coalition Nutrition Guidelines for School Vending and A La Carte* and/or must appear on *the RI Approved Product List* prepared by Kids First.

Note: Calculation of meal dollar equivalents based on à la carte sales is discouraged, and should be eliminated or held to a minimum over the life of the contract. This is necessary both to discourage à la carte sales and to increase federal meal reimbursements. Menus should be planned to incorporate typical à la carte offerings as meal offerings to accomplish this goal.

RIDE will work with each school district administration participating in the Master Agreement to enforce adherence to the RI Nutrition Guidelines for Healthy Vending and Snack Foods throughout the entire school campus, including but not limited to fundraisers, school stores, vending machines, classroom rewards, celebrations, and special events.

APPENDIX II

Nutrition & Wellness Education and Promotion

The Vendor will work with district and school administration and staff to develop and maintain the cafeteria as a nutrition and wellness education-learning environment. ALL food service related posters, promotional materials messages, etc will promote ONLY healthy foods and positive nutrition and lifestyle habits. (Note: this is not meant to interfere with the posting in the cafeteria of other activities/materials not related to food.)

Cafeteria, including kitchen facility, will be utilized for lessons in nutrition, food safety and wellness with parents, staff, and students, whenever appropriate and available.

Cafeteria staff will be encouraged and trained to work with school staff to develop and deliver nutrition, food safety and wellness lessons and activities.

The Vendor will provide nutrition, food safety and wellness education programs/workshops and activities for parents and school staff at least two times per each school year in each school, (one time per semester.)

The Vendor will provide nutrition, food safety and wellness education programs/workshops and activities for students at least once each school year in each classroom. Management Company can hire outside professionals to provide educational workshops.

The Vendor will actively participate and cooperate in the District's Wellness Committee and in the development and implementation of the District's Wellness Plan.

The Vendor will actively participate in the District School's Healthier US School Challenge application process.

The Vendor will support the SFA's compliance with:

<http://teamnutrition.usda.gov/healthy/wellnesspolicy.html>

Link to:

USDA Local School Wellness Policy Implementation

<http://www.fns.usda.gov/cnd/Governance/legislation.htm>

Link to:

Section 204 of the Healthy, Hunger-Free Kids Act of 2010 (the Act),
Public Law 111-296, and to

Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. 1758b),

APPENDIX III

Minimum Nutrition Standards for FSMC Managed Vending Machines and A La Carte Sales

The Rhode Island Department of Education recognizes that:

1. Good nutrition is an integral part of a child's development, health status, well-being and potential for learning, and is required for growing bodies and the maintenance of healthy bodies.
2. Healthy bodies and minds contribute to readiness to learn and to a decrease in absenteeism.
3. Nutrition education and the development of appropriate behavior patterns will lead to life-long health.
4. Not all children receive adequate daily nutrition.
5. All children should have access to adequate and healthy foods and beverages at school, prepared and served in a food safe environment.

The RI Healthy School Coalition Nutrition guidelines have been developed to help schools build a healthier school nutrition environment by offering foods that are more nutrient dense and lower in fat and sugar. Please note that these guidelines are to be adhered to unless more stringent local school policies or Federal or State regulations/mandates are in place.

The Rhode Island Healthy Schools Coalition Nutrition Guidelines for Vending and A La Carte Foods can be found at the following link:

[http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/RI Nutrition Guidelines Vending AlaCarte 1160.pdf](http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/RI_Nutrition_Guidelines_Vending_AlaCarte_1160.pdf)

Please note that the sale of additional meal entrée items (such as pizza and sandwiches) do not fall under the Vending and A La Carte guidelines.

APPENDIX IV

Food 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

- Canned
- Fresh
- 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

Market Basket Contents

Assume items below are not USDA Donated Foods and comply with RINR and USDA meal pattern regulations, and that any rebates have been deducted from the cost.

Item

Quantity

Cheese, Mozzarella Shredded

100 pounds

Milk, Skim- 8 oz container

1000 individual serving cartons

Juice, 100% Orange - 4oz container

1000 individual serving cartons

Chicken Breast Tenders, breaded & pre-cooked

180 pounds

Apples, fresh Macintosh – 163 ct

10 cases

Hamburger Bun, 2 oz. -90% whole grain

1000 buns

RTE Breakfast Cereal, Toasted Oat Rings

Individual serving - 1 oz. or ¾ cup

1000 individual serving containers

APPENDIX V

Purchasing Criteria

Required

Full Disclosure of ALL prices paid for all items purchased for the school meals operations ("consumables"), including but not limited to food, cleaning supplies, paper goods, and small wares.

Full disclosure of the value of ALL discounts, rebates, allowances, incentives or other applicable credits, received by management companies from its suppliers and in accordance with USDA regulations.

Bids on this contract must be structured to ensure that the Vendor does not make any profit on the purchase of food or equipment. There is ample opportunity for profit in the management and general support fees. The bidder must provide a methodology for RIDE to use to monitor this requirement, e.g., annual or quarterly that demonstrate food purchases at equal or lesser cost than state master price agreements; demonstrate use of USDA Foods or Farm-to-School products; competitive bids for purchases

State Bid Prices and Market Basket Prices

For State purchased items, State Bid Prices and Market Basket Prices will be sought and compared to current primary vendor pricing. Purchases will be made for school meals and snack program items from State Vendors when comparable or higher quality product is available for a lesser cost than from Vendor company's primary vendor(s).

Local (RI) Produce and the RI Farm-to-School Program

Purchases will be made from RI farms when comparable or higher quality product is available at an equal or lesser cost than from its current primary produce vendor, or as the District requests.

Multi-year relationships with local farms (RI farms) are strongly encouraged.

The Vendor will maximize its participation in the RI Farm-to-School program. Product availability and pricing information will be sought and regularly monitored from RI farms.

USDA Foods

The Vendor will provide one person as a point of contact for the USDA Foods Program to work closely with the RI Department of Corrections, Central Distribution Center. Goals to be achieved in USDA Foods Program include:

- Maximum utilization of USDA Foods Program for all items offered by USDA that meet the Nutrition Criteria specified in this contract, especially fresh, frozen and canned fruits and vegetables (in that order of preference.)
- Make processing decisions/agreements for raw commodity products that provide the most nutritious final product in terms of lowest added fats, sweeteners and sodium, use of whole grains and legumes, and use of whole fresh or dried (unsweetened and non-fried) fruits and vegetables in collaboration with the District.
- Maximum utilization of Department of Defense Fresh Fruit and Vegetable Program with the overall goal of greatly increasing the fruit and vegetable offerings in the SBP, NSLP, and After School Snack program.

RI Department of Corrections, Central Distribution Center

The Vendor will work with the Central Distribution Center (State Warehouse) at the Department of Corrections to purchase, store and distribute lower cost, healthier foods for the school meals and snack programs to take advantage of food cost savings and/or the improved accessibility to healthier food items through the USDA Foods Program.

The Vendor will also work with the State Warehouse to ensure efficient pickup and delivery of commodities on a regular basis. The intent is that the Vendor act as a single point of contact to order, pick up and distribute USDA Foods to the benefit of both the State Warehouse and school districts that, in the past, had to accomplish these tasks on an individual basis. A regular schedule for these activities is to be developed and mutually agreed to with the State Warehouse.

APPENDIX VI

Equipment

For the purpose of this RFP, equipment includes, but is not limited to, kitchen equipment (such as stoves, refrigerators, warmers, freezers, dishwashers, etc.), small wares (such as pans), vending machines, vehicles used to transport food and/or mail, and electronic meal accountability / Point of Service (POS) systems.

As noted in the Scope of Work, deliverables at both the state and district level require the development of statewide equipment needs assessment plan for those districts participating in this Program. This would include equipment inventory, maintenance, replacement and regionalization efforts.

Some additional points to consider:

- The regional sharing of equipment, where appropriate, is encouraged. For example, food transportation and vehicle ownership would best be suited by a regional plan in order to encourage best-cost practices.
- The state is looking for all schools to have an electronic on-line meal accountability system. This system must interact with CNP Connect and the district/school enrollment student count systems (see Appendix VIII). In a recent survey of RI's 36 districts, over 90% currently have some POS capacity. Within the 36 districts, 81% of all schools currently have POS capacity.
 - 21 districts have 100% POS coverage in their schools.
 - 7 districts range from 92% to 75% POS coverage.
 - 4 districts range from 70% to 50 % POS coverage.

Of the remaining 4 districts;

- 2 will be adding POS to all their schools in 2012-13.
- 2 have no POS.

APPENDIX VII

FSMC Fiscal Requirements at the District Level

Start-up

1. Prepare projected food service budget template (revenue/expenses) in collaboration with the district. This is also a required attachment to the yearly agreement renewal.
 - a. Link to the required Projected Food Service Budget:
http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/Projected_Food_Service_Budget_Template_1166.xls
2. Forecast the number of meals expected to serve monthly/school year. If more than a 5% increase over the prior year, state rationale for increase.
3. Forecast the value of non-USDA reimbursed sales (ala carte, catering, adult meals etc.) If more than a 5% increase over the prior year, state rationale for increase.
4. Calculate the number of meal equivalents to be served during the school year based on the proposed food service operations budget and forecasting.
5. Provide recommendations of needed operating equipment/utensils etc to purchase the upcoming year.
6. Prepare an analysis of proposed suppliers of food items based on suppliers bids.

Monthly

1. Prepare the monthly claim for federal reimbursement with actual meal counts and accurate enrollment, free, and reduced-price applications (daily for each site/school).
2. Use the standardized Monthly Invoice for all districts (RIDE provided format) and include supporting documentation and comparison to budget.
 - a. Provide worksheets with all expenditures by vendor (items)
 - b. Provide payroll costs
 - c. Provide details of calculation of meal equivalents
 - d. Provide details of calculated management fee and general support fee
3. Prepare standardized monthly financial statements, i.e. statement of revenues and expenditures, balance sheet and variance in budget. To include, but not limited to:
 - a. Revenue sources:
 - i. Students' payments/reimbursable meals
 - ii. Students' payments/a la carte
 - iii. Teachers/Adults' payments
 - iv. State Match (once a year) when applicable
 - v. State Breakfast Program Funds (once a year) when applicable
 - vi. Vended meals
 - vii. Catering
 - viii. Events
 - ix. Local funds

- b. Expenditures:
 - i. Provide worksheets with all expenditures by categories (food/nonfood) and vendor (items) net of all discounts, rebates, and other applicable credits on invoices and bills presented for payment as required by USDA regulation
 - ii. Cost of purchased food used (inventory/per meal cost)
 - iii. Provide payroll costs by positions
 - iv. Provide management fee and general support fee.
 - v. Provide technology costs
 - 1. purchased services
 - 2. monthly charges/vendor
 - 3. monthly supplies
 - 4. equipment
 - vi. District supplied items (reimbursed)
- 4. Prepare monthly meal comparison reports, including average daily participation of meal types and free, reduced-price, and paid eligibility (participation rates) with eligible students (applications) and include comparison to prior year.
- 5. Prepare report on the value of USDA Foods used during the month.
- 6. Prepare report on the value and type of RI grown produce used during the month.

7. Quarterly and Annually

- 8. Prepare quarterly and year-end financial reports.
 - a. Cost analysis of labor, food and non-food purchases, including measure of productivity percentages, i.e. operating ratios, per meal cost, meal labor hours and meal equivalents.
 - b. Meals served analysis.
 - c. USDA Foods entitlement and USDA Foods used.
- 9. Other Sales (non reimbursable meals) report, i.e. vended meals, catering, and special events.

APPENDIX VIII

School Meals On-Line Accountability System Requirements

Objective:

Utilize a system that interfaces with school attendance systems for enrollment and students' eligibility, accurately records all meals and food items served to each individually named student at the point of service where the system checks the eligibility of each student based on the data in the school's attendance system. The system, at month's end, must directly upload to RIDE's CNP Connect for Federal monthly school meals reimbursements (by-passing any third party systems). The system also must record meals and food items sold to school personnel and visitors at each meal service to produce revenue reports.

SCY 2012-13 Survey of Districts' Point of Service Capacity

Link to District POS Survey:

[http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/POS District Profile 2012-13_1168.xls](http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/POS_District_Profile_2012-13_1168.xls)

Functional Properties of the System:

It is desirable that the On-line School Meal Accountability solution provide the following functionality:

1. A School Interoperability Framework (SIF) agent that integrates with other School Interoperability Framework agents in a Zone Integration Server (ZIS) environment;
2. It is mandatory that the On-line School Meal Accountability solution provide the following functionality:
3. A software component that will maintain daily records of enrollments and meal counts in the following categories – Free, Reduced-Price, and Paid; Severe Need Breakfast, Area Eligible Snack and KMILK;
4. Must separate 1st meals from second meals, Ala Carte versus regular, and identify the meals themselves including, Breakfast, SN Breakfast, Lunch, Snack, AREA Eligible Snack, Milk and KMilk;
5. A software component that includes the RIDE State Assigned Student Identification Number (SASID) as a column in its database;
6. A software component that will interoperate with a District/School Student Information System (SIS) in order to obtain daily student enrollment and the student meal benefit status information;

7. A software component that will validate daily meal counts against the corresponding daily enrollment information obtained from the District/School Student Information System (SIS);
8. A software component that will upload validated daily meal count and enrollment information to its District on a daily and/or monthly basis; See attached for data format specification;
9. Provide a POS daily meal count report to compare with the most current RIDE's specifications of the Daily Meal Count Report from CNP CONNECT (link to sample report)
10. A software component that will enable a District to electronically provide the Rhode Island Department of Elementary and Secondary Education with daily meal count and enrollment information for the monthly federal claiming and reporting processes. This information must be validated and formatted prior to submittal to RIDE according to the most current RIDE's specifications (See below); and,
11. A Software component that conforms nutrition terminology to RIDE/USDA specifications.

Architecture Properties:

The vendors proposed solution must provide sufficient flexibility to address the future changes that will occur in technology and functional requirements. For example, the vendor's proposed solution must provide:

- Flexibility (easy to adapt to functional changes/enhancements);
- Usability (easy to Use/Intuitive);
- Portability (easy to install different components at different locations);
- Scalability (easy to augment to meet load demands);
- Supportability (easy to train District/School support personnel: well documented and developed);
- Maintainability (easy to modify and enhance application components to meet the most current mandatory federal and state requirements);
- Reliability (easy to maintain performance requirements);
- Security (easy to apply security frameworks: access, application component);
- Availability (easy to maintain uptime requirements);
- Extensibility (easy to adapt to technology changes); and, USDA Regulatory changes;
- Inter-operability (easy to exchange information internally and externally).

It is desirable that the Vendor's proposed solution includes the use, where applicable, of Web Services in its architectural framework. Web Services are services that are made available from a District/School server for District/School/RIDE web users or other District/School/RIDE web-enabled programs. Web services exploit the existence of the

Internet and the World Wide Web, including the fact that every web user has a browser that serves as a ready-made user interface to services, no matter where they are physically located. The term implies the ability to create such services easily and then make it possible for potential users or other web enabled systems to find and use the service(s).

It is desirable that the Vendor's proposed solutions utilize XML (Extensible Markup Language), wherever possible, as its standard data exchange format. XML may soon become the RIDE standard for defining the names and properties of data items that can then be passed along with the data itself between a District/School/RIDE data interoperability service requestor and a District/School/RIDE data interoperability service provider.

Upload Process into CNP Connect Claims System:

Starting March 1st 2007 the Rhode Island Department of Education ("RIDE") will be expecting all Sponsor Organizations interested in using our claim upload process to adhere to the new file layout as described below. Our goal is to extract more precise meal count numbers as well as enrollment numbers allowing all of us the benefit of a more robust reporting and meal accountability system.

The NEW CSV file layout ("by Column") is as follows:

1. SiteNo

- a. Expecting 5 character RIDE administered Site Number.

2. Operating Day

- a. Please format MM/DD/YYYY

3. Free App

- a. Numeric – zero/0 if empty
- b. Represents the total Free enrollment count for the operating day entered above
- c. Business Rule: Compare this enrollment number to total of each free category including (Free Breakfast, Free SN Breakfast, Free Lunch and Free Snack) to ensure no over claiming

4. Reduced App

- a. Numeric – zero/0 if empty
- b. Represents the total Reduced enrollment count for the operating day entered above
- c. Business Rule: Compare this enrollment number to total of each Reduced category including (Red. Breakfast, Red. SN Breakfast, Red. Lunch and Red. Snack) to ensure no over claiming

5. Paid App

- a. Numeric – zero/0 if empty
- b. Represents the total Paid enrollment count for the operating day entered above

- c. Business Rule: Compare this enrollment number to total of each Paid category including (Paid Breakfast, Paid SN Breakfast, Paid Lunch and Paid Snack) to ensure no over claiming

6. Free Breakfast

- a. Numeric – zero/0 if empty
- b. Represents the total Free Breakfast count for the operating day entered above

7. Reduced Breakfast

- a. Numeric – zero/0 if empty
- b. Represents the total Reduced Breakfast count for the operating day entered above

8. Paid Breakfast

- a. Numeric – zero/0 if empty
- b. Represents the total Paid Breakfast count for the operating day entered above

9. Free SN Breakfast

- a. Numeric – zero/0 if empty
- b. Represents the total Free Severe Need Breakfast count for the operating day entered above

10. Reduced SN Breakfast

- a. Numeric – zero/0 if empty
- b. Represents the total Reduced Severe Need Breakfast count for the operating day entered above

11. Paid SN Breakfast

- a. Numeric – zero/0 if empty
- b. Represents the total Paid Severe Need Breakfast count for the operating day entered above

12. Free Lunch

- a. Numeric – zero/0 if empty
- b. Represents the total Free Lunch count for the operating day entered above

13. Reduced Lunch

- a. Numeric – zero/0 if empty
- b. Represents the total Reduced Lunch count for the operating day entered above

14. Paid Lunch

- a. Numeric – zero/0 if empty
- b. Represents the total Paid Lunch count for the operating day entered above

15. Free Snack

- a. Numeric – zero/0 if empty
- b. Represents the total Free Snack count for the operating day entered above

16. Reduced Snack

- a. Numeric – zero/0 if empty

- b. Represents the total Reduced Snack count for the operating day entered above
- 17. Paid Snack**
 - a. Numeric – zero/0 if empty
 - b. Represents the total Paid Snack count for the operating day entered above
- 18. Area Eligible Snack**
 - a. Numeric – zero/0 if empty
 - b. Represents the total Area Eligible Snacks for the operating day entered above
- 19. Free K milk Apps**
 - a. Numeric – zero/0 if empty
 - b. Represents the total Free K Milk enrollment count for the operating day entered above
- 20. Paid K milk Apps**
 - a. Numeric – zero/0 if empty
 - b. Represents the total Paid K Milk enrollment count for the operating day entered above
- 21. Free K milk**
 - a. Numeric – zero/0 if empty
 - b. Represents the total Free K milk count for the operating day entered above
 - c. Number can't exceed the number entered in Free K milk Enrollment
- 22. Paid K milk**
 - a. Numeric – zero/0 if empty
 - b. Represents the total Paid K milk count for the operating day entered above
 - c. Number can't exceed the number entered in Paid K milk Enrollment

APPENDIX IX

Management Fee and General Support Fee

From USDA's "Revised Prototype Food Service Management Company Checklist, Appendix B from *Contracting with Food Service Management Companies Guidance to School Food Authorities*, two fee structures are acceptable:

- a. A cost-reimbursable contract, permits the FSMC to pass food service operating costs through to the SFA and charge an additional fixed or flat-fee that covers management and administrative (general support services) costs. Typically the general support services fee represents overhead costs and the management fee represents the profits.
- b. Enough contract detail regarding the fee structure is required to ensure that is no double billing, i.e., same item(s) included in the management fee and general support services fee.

Fees listed in RIDE prototype contract include the following:

Acceptable:

- a. Management Fee – acceptable, based on set amount or percentage of meal equivalent.
- b. General Support Services Fee – acceptable, based on set amount or percentage of meal equivalent.

RIDE defines the General Support Fee as follows: The LEA will pay the FSMC a General Support Services Fee on the basis of the Indirect Operating Costs incurred by the FSMC in the operation of the LEA's Food Service Program. All Indirect Operating Costs and overhead costs of the FSMC must be included in the General Support Services Fee and may not be charged to the LEA in any other expenses. All Food Service Program expenses not defined as "Direct Operating Costs" in this Agreement will be Indirect Operating Costs and included in the General Support Services Fee. Indirect Operating Costs include, but are not limited to, the following costs of the FSMC and any travel related thereto:

- Human Resource and Labor Relations Services and Visitation
- Legal Department Services
- Purchasing and Quality Control
- Technical Research
- Costs Incurred in Hiring and Relocating
- FSMC Management Personnel
- Dietetic Services (Administrative & Nutritional)
- Test Kitchens
- Accounting and Accounting Procedures
- Tax Administration

- Technical Supervision
- Supervisory Personnel and Regular Inspection or Audit Personnel
- Teaching or Training Programs
- General Regional Support
- General National Headquarters Support
- Design Services
- Menu Development
- Information Technology and Support
- Payroll Documentation and Administrative Costs
- Personnel Advice
- Insurance

Not acceptable:

a. Procurement Fee Miscellaneous fees such as:

- Payroll processing fee
- Voice mail
- Email
- Web housing fee
- System support fee
- Technology fee

The miscellaneous fees are not acceptable because they are to be contained in the overall general support fee. The federal guidelines for grants and contracts support the policy that these fees are those supported by indirect cost or general support services fee allocations, and cannot be billed in addition to a general support services fee.

Basis for fee adjustments: The Management Fee and General Support Services Fee may be adjusted annually, if agreed upon, based on no more than the percentage of change the US Department of Labor Consumer Price Index for all Urban Consumer for February over the last 12 months.

APPENDIX X

Additional Resources

The following is a list of links to additional resources:

A - RIDE School Food Service Management Prototype Agreement

[http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/Prototype Agreement 2012 final 1229.doc](http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/Prototype%20Agreement%202012%20final%201229.doc)

B - RI Healthy Schools Coalition Nutrition Guidelines for School Vending and A La Carte Food.

[http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/RI Nutrition Guidelines Vending AlaCarte 1160.pdf](http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/RI%20Nutrition%20Guidelines%20Vending%20AlaCarte%201160.pdf)

C - School District Nutrition and Physical Activity Model Policy Language.

[http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/RI Model Wellness Policy Language 1165.pdf](http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/RI%20Model%20Wellness%20Policy%20Language%201165.pdf)

D - Food Service Management Company Contracts/Renewals SY 12/13

[http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/District FSMC Contracts 2012 13 1163.xls](http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/District%20FSMC%20Contracts%202012%2013%201163.xls)

E - Sample 25-day lunch menu.

[http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/Elementary School Sample Menu 1161.pdf](http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/Elementary%20School%20Sample%20Menu%201161.pdf)

[http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/High School Sample Menu 1162.pdf](http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/High%20School%20Sample%20Menu%201162.pdf)

F - Districts' Meals Served (School Year 2011-12)

[http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/2012 Meal Counts 1227.xls](http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/2012%20Meal%20Counts%201227.xls)

G – Districts' Food Service Program Revenue and Expenditures SFY 2010-11

[http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/Net Cash Resource Report 09-10 10-11 1231.xls](http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/Net%20Cash%20Resource%20Report%2009-10%2010-11%201231.xls)

H – Districts’ Student Eligibility Data (October 2011)

[http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/2011 Oct LEA Eligibility Report - FINAL 1115.xls](http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/2011_Oct_LEA_Eligibility_Report_-_FINAL_1115.xls)

I – Districts’ Meal Pricing for SCY 2012-13

[http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/District Meal Prices 2012 2013 1228.xls](http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/District_Meal_Prices_2012_2013_1228.xls)

J - District USDA Foods Allocation for SCY 2012-13.

[http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/USDA Foods Entitlement Values 2011 2012 1164.xls](http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/USDA_Foods_Entitlement_Values_2011_2012_1164.xls)

K– Overview of ^{CNP} Connect- RIDE Child Nutrition Program’s MIS

[http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/CNP-eGateway Description Summary 1167.doc](http://www.esnacs.ride.ri.gov/esnacs.aspx/Documents_Manager/CNP-eGateway_Description_Summary_1167.doc)

L –Links to Useful Websites:

Link to the following USDA School Meals Programs:

National School Lunch Program

School Breakfast Program

Fresh Fruit and Vegetable Program

Healthier US School Challenge Initiative

Farm to School Program

<http://origin.www.fns.usda.gov/cnd/>

Link to USDA School Meal Programs Regulations

<http://origin.www.fns.usda.gov/cnd/governance/regulations.htm>

[Link to RI Department of Health, Office of Food Protection](#)

[Link to RI Secretary of State's Office, search of Food Regulations](#)

Link to RI General Law: Health and Safety of Students – Definition of Healthy Beverages / Snacks

www.rilin.state.ri.us/statutes/title16/16-21/16-21-29.htm

Nutrition Services on RIDE’s Thrive Site (RI’s Coordinated School Health Program)

<http://www.thriveri.org/components/nutrition.html>

Links (below) to RI General Law references to **District Wellness Subcommittees**:

School Committee and Superintendent

<http://webserver.rilin.state.ri.us/Statutes/TITLE16/16-2/16-2-9.HTM>

RI Student Investment Initiative

<http://webserver.rilin.state.ri.us/Statutes/TITLE16/16-7.1/16-7.1-2.HTM>

Health and Wellness Subcommittee

<http://webserver.rilin.state.ri.us/Statutes/TITLE16/16-21/16-21-28.HTM>

USDA Guidance on Wellness Activities

<http://www.fns.usda.gov/tn/Healthy/lwp5yrplan.pdf>

Appendix XII

Acronyms

CNP Connect	RIDE's Child Nutrition Program's MIS
FFVP	Fresh Fruit and Vegetable Program
FSMC	Food Service Management Company
HAACP	Hazard Analysis and Critical Control Point
NSLP	National School Lunch Program
POS	On-line accountability technology system – Point of Sale System
Program	Statewide School Food Service Program
RFP	Request for Proposal
RIDE	RI Department of Education
SBP	School Breakfast Program
SCY	School Calendar Year
SFA	School Food Authority
SFSP	Summer Food Service Program
SMP	Special Milk Program
USDA	United State Department of Agriculture