



**Solicitation Information
March 30, 2018**

RFP# 7592610

**TITLE: Statewide School Food Services Program
Master Price Agreement #421**

Submission Deadline: April 27, 2018 at 11:30 AM (ET)

PRE-BID/ PROPOSAL CONFERENCE: No

Questions concerning this solicitation must be received by the Division of Purchases at gail.walsh@purchasing.ri.gov no later than **Wednesday, April 11, 2018 at 5:00 PM (ET)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID SURETY BOND REQUIRED: No

PAYMENT AND PERFORMANCE BOND REQUIRED: No

**Gail Walsh
Chief Buyer**

Note to Applicants:

1. Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov
2. Proposals received without a completed RIVIP Bidder Certification Cover Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION COVER FORM

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SECTION 1. INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of Elementary and Secondary Education (RIDE) is soliciting proposals from qualified firms to provide a statewide school food services program (Program), in accordance with the terms of this Request for Proposals (“RFP”) and the State’s General Conditions of Purchase, which may be obtained at the Division of Purchases’ website at www.purchasing.ri.gov.

It is the intent that the statewide contract serve as an umbrella agreement under which each participating district, state school and charter school will execute a separate mini-contract (agreement) with a qualified vendor. The statewide contract will operate as a one year contract beginning July 1, 2018 with the option of two (2) one-year renewals which would continue through June 30, 2021. The state contract (and any subsequent contract renewals) will enable participating districts and schools to execute their agreements to be effective beginning July 1, 2018. 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 throughout the term of the contract.

This is a Request for Proposals, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to cost; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this solicitation, other than to name those offerors who have submitted proposals.

Instructions and Notifications to Offerors

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the vendor. The State assumes no responsibility for these costs even if the RFP is cancelled or continued.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.

5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
6. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
7. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
8. Vendors are advised that all materials submitted to the Division of Purchases for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, *et seq.* and may be released for inspection upon request once an award has been made.

Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Division of Purchases may release records marked confidential by a vendor upon a public records request if the State determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

9. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
10. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an "Affirmative Action Policy Statement."

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written “Affirmative Action Plan” prior to issuance of a purchase order.

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
- b. Vendors further agree, where applicable, to complete the “Contract Compliance Report” (<http://odeo.ri.gov/documents/odeo-eeo-contract-compliance-report.pdf>), as well as the “Certificate of Compliance” (<http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For public works projects vendors and all subcontractors must submit a “Monthly Utilization Report” (<http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx>) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

For further information, contact Vilma Peguero at the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at ODEO.EOO@doa.ri.gov.

11. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
12. In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a “DisBE”)(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, “Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects”. As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit their ISBE participation rate on the enclosed form entitled “MBE, WBE and/or DisBE Plan Form”, which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor’s Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Information regarding DisBEs may be accessed at www.gcd.ri.gov.

For further information, visit the Office of Diversity, Equity & Opportunity's website, at <http://odeo.ri.gov/> and see R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 150-RICR-90-10-1. The Office of Diversity, Equity & Opportunity may be contacted at, (401) 574-8670 or via email Dorinda.Keene@doa.ri.gov

13. Master Price Agreements - Contract Administrative Fee - The "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) authorizes the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against contracts awarded to MPA vendors. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing technology for the submission and processing of bids, online bidder registration, bid notification, and other costs related to State procurement. The contract administrative fee shall be applicable to all purchase orders issued relative to the within solicitation during the entire term of the MPA contract.

SECTION 2. BACKGROUND

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 RIDE as required by the United States Department of Agriculture (USDA).

School districts, state schools and charter schools are also authorized to join the statewide school food service program through a contract with the single state vendor. The state and the Council on Elementary and Secondary Education have decided to continue and enhance the current Program to provide services to any school districts, state schools and charter schools opting to join the Program, and to ensure maximum cost savings and efficiency of services.

This solicitation is designed to achieve these 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) program operations in areas such as the use of technology; 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.

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 schools 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 equipment; 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 known 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.

Current Status of Program

RIDE is now in its fifth year (of a five-year maximum) of its current contract for the operation of its Program. Although a legislative mandate did not come to fruition, twenty-one SFAs have opted to join the Program. This includes nineteen (19) 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 participate through one of the SFAs noted above.

For those SFAs that opt to go out to bid for school food services, RIDE has developed and requires the use of the RIDE Food Service Management Company (FSMC) RFP and Prototype Agreement. The Prototype Agreement may not be modified except to incorporate financial information submitted in response to the SFA's FSMC RFP without RIDE's written approval.

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), Special Milk (SMP) (split-session kindergarten), Child and Adult Care Food (CACFP) and the Fresh Fruit and Vegetable (FFVP) Programs) 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 and 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 and schools 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 currently 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 Vendor to provide a Statewide School Food Services Program that any of Rhode Island's school districts, charter schools and state schools may opt to participate in. 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 wellbeing of Rhode Island's students by allowing increased state oversight of nutrition and student wellness issues.

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 participate in the Statewide School Food Services Program and contract with this Vendor under an umbrella Agreement in place between the Vendor and RIDE. 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 year-end 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 each of the meal programs, 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; 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 services 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, After School Snack and At-Risk Meals as application 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).

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

General Scope of Work

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

1. State Level Scope of Work

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

2. District Level Scope of Work

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 those described in current individual district agreements.

Specific Activities / Tasks

A. 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, 2018	Needs assessment conducted; report submitted.
2. Develop a state plan for communication and reporting to RIDE on progress towards fiscal and programmatic goals.		Plan developed.
3. Develop a plan for staff development that includes wellness education and activities.		Plan developed.
4. Develop a state plan to encourage/recruit districts to participate in this statewide food service contract.		Plan developed.

<p>5. Work with state level staff to establish:</p> <ul style="list-style-type: none"> a. Annual nutrition goals for breakfasts (including alternative breakfast needs), lunches and after school snacks; b. 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 G. c. Goals and guidelines for parent, student and family involvement in school food services programs including menu choices and food safety issues; d. Annual regional efforts such as replacing equipment or delivery vehicles and facilities upgrades; and staff development. e. A review of the District contract to ensure compliance with requirements. 	<p>July 1, 2018 & subsequent years</p>	<p>Goals, guidelines and timelines established.</p>
<p>6. Execute individual agreements or agreement renewals with all participating districts and schools.</p>		<p>Contracts executed.</p>
<p>7. Develop a state plan that responds to district needs for requesting and distributing 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 Q for access to data on the amount of USDA Foods each community currently receives.</p>		<p>State plan developed.</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>State plan developed.</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/reduces meals.		State plan developed.
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 H.		State plan developed.
11. Develop a state plan that considers efficiencies that could be implemented based on the geographic location and number of participating districts.		State plan developed.
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.		State plan developed.
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 G.		Monthly Report submitted 30 day after the close of the participating month (i.e. September is reported by November 15 th).

B. 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, 2018 & subsequent years, September to June, unless otherwise noted.	Local plans written.
2. Plan for and provide breakfasts, lunch, at-risk meals and after school snacks as applicable in accordance with each district agreement and the state plan.		Plans developed.
3. Plan for and provide Fresh Fruit and Vegetable Program food selected in accordance with each district agreement and the state plan.		
4. 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.
5. 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.
6. Plan and provide all fiscal and data oversight and reporting in accordance with the state plan and each district agreement.		Plans developed.
7. Plan and provide for staff development, including wellness education, in accordance with the state plan, each district agreement, and Federal Professional Standards.		Plans developed.

8. 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 SFY18-19.	On-going, annual basis, September to June, unless otherwise noted.	Food purchased.
9. Develop a two tiered fiscal guarantee schedule which will enable districts to select the level of fiscal risk that they are willing to assume towards meeting the projected year-end balance.		Level of guarantee established based on District's selection of the level of fiscal risk.
10. Charge a reasonable, consistent management fee and general support fee to all participating districts in SFY 18-19 and beyond. The fixed fees will be those established in the Statewide Contract, based on the level of fiscal guarantee that the district has selected for the contract year. 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.		Costs established. Fixed per meal equivalent management and general support fees established and included in agreements.
11. Develop and use a standard invoice format for all participating districts which complies with USDA invoicing and reporting		Standard invoice developed and used.

<p>12. 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>Reports submitted.</p>
<p>13. 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 develop SFY18-19.</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/date 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 H.</p>		<p>Plan developed.</p>

C. 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. The district level contract is attached hereto as Appendix K. This contract contains certain core contract provisions that form a part of this procurement.
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.

D. 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 SFA's School Food Service operation. The following qualifying data must be submitted by each contractor along with the sealed proposal:
 - a. The FSMC must have done business for five (5) consecutive years or more with SFAs. In lieu of organizational experience, staff expertise must be demonstrated.
 - b. If applicable, any interested FSMC shall furnish the SFA an acceptable bid guarantee in the form of a bid bond or certified check in the amount of (SFA 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.
 - c. Any interested FSMC must be willing to provide a performance bond from a company licensed in Rhode Island in the amount of (SFA 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.
 - d. 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.

- e. By submitting a proposal, the interested company certifies acceptance of the state's criteria for selection.
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 SFA or the current FSMC will be retained by the FSMC. Staffing levels and assignments are to be recommended by the FSMC and approved by the SFA.
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 SFA's School Food Service Program should be a self-sufficient operation. Funds to pay for consulting and management services and upgrade costs must come from present reserves and economies of increased meal participation.
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 SFA.
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 SFA for payment and individually identify the amount as a discount, rebate or in the case of other applicable credits, the nature of the credit, on no less than an accounting period basis.
11. The FSMC must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the SFA, RIDE or USDA.
12. The FSMC must identify the method by which it will report discounts, rebates and other applicable credits, allocable to the SFA, as they become known during the term of the contract and for those that are not reported prior to the conclusion of the agreement, and receive approval from the SFA prior to issuing its first invoice of the agreement period.

Required Commodity Provisions

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.

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

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.

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. |

SECTION 4: PROPOSAL

A. Technical Proposal

Narrative and format: The proposal should address specifically each of the following elements (do not to include any pricing or costs in the technical proposal):

|The Proposal sections should be aligned to the following listing:

1. Letter of Transmittal
2. Executive Summary
3. Contractor Understanding of the Issues
4. Work Plan
5. Capacity of the Vendor to Administer a Statewide School Food Service Program
6. Quality of Key Personnel
7. Annual Review Plan

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

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), including meal pattern, nutrition standards, and competitive foods (SMART Snacks).
- c. USDA Wellness requirements (including those in the HHFKA) and RI Health and Wellness Legislation.
- d. School Meal Programs and increasing meal participation with special emphasis on breakfast in communities with a significant percent of students eligible for free/reduced price 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 dairy items and other local foods
- 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

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, 2018
- b. Plan to communicate/report to RIDE on Program progress; to provide District with all fiscal and data oversight and reporting in accordance with state plan and district agreement. July 1, 2018
- c. Plan for staff development including nutrition/wellness education & promotion staff development, at a local and regional level. July 1, 2018
- d. Plan to expand contract to additional districts. July 1, 2018
- e. State plan for:
 - Annual nutrition and participation goals for SBP, NSLP after school snacks, at risk meals and SFSP meals as applicable
 - Compliance with new USDA nutrition standards and the RI Nutrition Requirements
 - 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
- f. Plan to annually expand and or update as needed the 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, 2018
- g. 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* as described above in this RFP.

5. Capacity of the Applicant to Administer a Statewide School Food Service Program

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 Office of Diversity, Equity & Opportunity, and/or a subcontracting plan which addresses the State's goal of ten percent (10%) participation by MBE's in all State procurements. The Office of Diversity, Equity & Opportunity may be contacted at, (401) 574-8670 or via email Dorinda.Keene@doa.ri.gov.

6. Quality of Key Personnel

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. Annual Review Plan

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.

B. Cost Proposal

The work plan must include a clear cost proposal summary to facilitate review. It must contain a fixed fee structure of reasonable, consistent charges for management fees and general support services fees that will be applied to all Districts that choose to participate in SFY 2018-19. At least two different fee structures must be proposed, based upon varying levels of fiscal guarantee. These fees 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 be based on at least two (2) options of fiscal guarantee.

Option 1:

If the guarantee of the projected year end fiscal balance is not met, the Vendor will pay the difference between the amount of the guarantee and the year-end balance to the district or school, up to the total amount of the management services fee and general support services fee paid during the contract year. The SFY 18-19 fee structure for Option 1 level of guarantee cannot exceed the current SFY 17-18 fee structure, adjusted for CPI. The current fee structure applied to each Meal Equivalent is:

General Support fee of \$0.1223

Management Services fee of \$0.0473

Additional Option(s):

If the guarantee of the projected year end fiscal balance is not met, the Vendor will pay the difference between the amount of the guarantee and the year-end balance to the district or school, _____ (Vendor will propose additional level of guarantee which further limits a participating district or school's exposure to fiscal risk).

The following format must be used for all cost proposals:

Proposed Fiscal Guarantee Options	Fee Structure
<p>Option 1:</p> <p>If the guarantee of the projected year end fiscal balance is not met, the Vendor will pay the difference between the amount of the guarantee and the year end balance to the district or school, up to the total amount of the management services fee and general support services fee paid during the contract year. The SFY 18-19 fee for Option 1 level of guarantee cannot exceed the current SFY 17-18 fee structure, adjusted for CPI.</p>	<p>General Support Fee per Meal Equivalent: \$.00</p> <p>Management Fee per Meal Equivalent: \$.00</p>
<p>Additional Option(s):</p> <p>If the guarantee of the projected year end fiscal balance is not met, the Vendor will pay the difference between the amount of the guarantee and the year end balance to the district or school, _____ (Vendor will propose additional level of guarantee which further limits a participating district or school's exposure to fiscal risk.</p>	<p>General Support Fee per Meal Equivalent: \$.00</p> <p>Management Fee per Meal Equivalent: \$.00</p>

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. |

C. ISBE Proposal

See Appendix A for information and the MBE, WBE, and/or Disability Business Enterprise Participation Plan form(s). Bidders are required to complete, sign and submit these forms with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.

SECTION 5: EVALUATION AND SELECTION

Proposals shall be reviewed by a technical evaluation committee ("TEC") comprised of staff from State agencies. The TEC first shall consider technical proposals.

Technical proposals must receive a minimum of 50 (83.3%) out of a maximum of 60 points to advance to the demonstration/interview phase. Any technical proposal scoring less than 50 points shall not advance to the presentation/interview and shall not have the accompanying cost or ISBE participation proposals opened and evaluated. The proposal will be dropped from further consideration.

The Technical proposal and Presentation/Interview must receive a combined minimum score of 60 (85.7%) out of a maximum of 70 points to advance to the Cost Proposal and ISBE proposal evaluation stage. Technical Proposal and Presentation/Interview scoring less than 60 points shall not advance to the cost proposal and ISBE proposal evaluation and the proposal shall be dropped from further consideration.

Technical Proposal and Demonstration/Interview scoring a combined total of 60 points or higher shall be evaluated for cost and assigned up to a maximum of 30 points in the cost category, bringing the potential maximum score to 100 points.

After total possible evaluation points are determined ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

The Division of Purchases reserves the right to select the vendor(s) or firm(s) (“vendor”) that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Proposals shall be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Letter of Transmittal, Executive Summary and Contractor Understanding of the Issues	15 Points
Work Plan	15 Points
Capacity of the Applicant to Administer a Statewide School Food Service Program	10 Points
Quality of Key Personnel	10 Points
Annual Review Plan	10 Points
Total Possible Technical Points	60 Points
Presentation/Interview	10 Points
Total Possible Technical & Presentation/Interview Points	70 Points
Cost proposal*	30 Points
Total Possible Evaluation Points	100 Points
ISBE Participation**	6 Bonus Points
Total Possible Points	106 Points

***Cost Proposal Evaluation:**

The vendor with the lowest cost proposal shall receive one hundred percent (100%) of the available points for cost. All other vendors shall be awarded cost points based upon the following formula:

$$(\text{lowest cost proposal} / \text{vendor's cost proposal}) \times \text{available points}$$

For example: If the vendor with the lowest cost proposal (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly costs and service fees and the total points available are thirty (30), Vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 \times 30 = 19.5$$

****ISBE Participation Evaluation:**

a. Calculation of ISBE Participation Rate

1. ISBE Participation Rate for Non-ISBE Vendors. The ISBE participation rate for non-ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of non-ISBE vendor's total contract price that will be subcontracted to ISBEs by the non-ISBE vendor's total contract price. For example if the non-ISBE's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs, the non-ISBE's ISBE participation rate would be 12%.
2. ISBE Participation Rate for ISBE Vendors. The ISBE participation rate for ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of the ISBE vendor's total contract price that will be subcontracted to ISBEs and the amount that will be self-performed by the ISBE vendor by the ISBE vendor's total contract price. For example if the ISBE vendor's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs and will perform a total of \$8,000.00 of the work itself, the ISBE vendor's ISBE participation rate would be 20%.

b. Points for ISBE Participation Rate:

The vendor with the highest ISBE participation rate shall receive the maximum ISBE participation points. All other vendors shall receive ISBE participation points by applying the following formula:

$$(\text{Vendor's ISBE participation rate} \div \text{Highest ISBE participation rate}) \times \text{Maximum ISBE participation points}$$

For example, assuming the weight given by the RFP to ISBE participation is 6 points, if Vendor A has the highest ISBE participation rate at 20% and Vendor B's ISBE participation rate is 12%, Vendor A will receive the maximum 6 points and Vendor B will receive $(12\% \div 20\%) \times 6$ which equals 3.6 points.

General Evaluation:

Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information to the TEC to clarify statements made in the proposal.

SECTION 6. QUESTIONS

Questions concerning this solicitation must be e-mailed to the Division of Purchases at gail.walsh@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. No other contact with State parties is permitted. Please reference **RFP # 7592610** on all correspondence. Questions should be submitted in writing in a Microsoft Word attachment in a narrative format with no tables. Answers to questions received, if any, shall be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases website for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

SECTION 7. PROPOSAL CONTENTS

A. Proposals shall include the following:

1. One completed and signed RIVIP Bidder Certification Cover Form (included in the original copy only) downloaded from the Division of Purchases website at www.purchasing.ri.gov. *Do not include any copies in the Technical or Cost proposals.*
2. One completed and signed Rhode Island W-9 (included in the original copy only) downloaded from the Division of Purchases website at <http://www.purchasing.ri.gov/rivip/publicdocuments/fw9.pdf>. *Do not include any copies in the Technical or Cost proposals.*
3. Two (2) completed original and copy versions, signed and sealed Appendix A. MBE, WBE, and/or Disability Business Enterprise Participation Plan. Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation. *Do not include any copies in the Technical or Cost proposals.*
4. Technical Proposal - [describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation.
 - a. One (1) Electronic copy on a CD-R, marked "Technical Proposal - Original".]
 - b. One (1) printed paper copy, marked "Technical Proposal -Original" and signed.
 - c. [Five (5) printed paper copies]
5. Cost Proposal - A separate, signed and sealed cost proposal [reflecting the hourly rate, or other fee structure, proposed to complete all of the requirements of this project.
 - a. One (1) Electronic copy on a CD-R, marked "Cost Proposal - Original".]
 - b. One (1) printed paper copy, marked "Cost Proposal -Original" and signed.
 - c. [Five (5) printed paper copies

B. Formatting of proposal response contents should consist of the following:

1. Formatting of CD-Rs – Separate CD-Rs are required for the technical proposal and cost proposal. All CD-Rs submitted must be labeled with:

- Vendor's name
- RFP #
- RFP Title
- Proposal type (e.g., technical proposal or cost proposal)

If file sizes require more than one CD-R, multiple CD-Rs are acceptable. Each CD-R must include the above labeling and additional labeling of how many CD-Rs should be accounted for (e.g., 3 CD-Rs are submitted for a technical proposal and each CD-R should have additional label of '1 of 3' on first CD-R, '2 of 3' on second CD-R, '3 of 3' on third CD-R).

Vendors are responsible for testing their CD-Rs before submission as the Division of Purchase's inability to open or read a CD-R may be grounds for rejection of a Vendor's proposal. All files should be readable and readily accessible on the CD-Rs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the Division of Purchases may consider it "non-responsive". USB Drives or any other electronic media shall not be accepted. Please note that CD-Rs submitted, shall not be returned.

2. Formatting of written documents and printed copies:

- a. For clarity, the technical and cost proposal shall be typed. These documents shall be single-spaced with 1" margins on white 8.5"x 11" paper using a font of 12 point Calibri or 12 point Times New Roman.
- b. All pages on the technical and cost proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Vendor's name should appear on every page, including attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.
- c. The cost proposal shall be typed using the format provided within the RFP.
- d. Printed copies are to be only bound with removable binder clips.

SECTION 8. PROPOSAL SUBMISSION

Interested vendors must submit proposals to provide the goods and/or services covered by this RFP on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases, shall not be accepted.

Proposals should be mailed or hand-delivered in a sealed envelope marked "**RFP# 7592610 Statewide School Food Services Program**" to:

RI Dept. of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time shall not be accepted. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time shall be determined to be late and shall not be accepted.

Proposals faxed, or emailed, to the Division of Purchases shall not be accepted. The official time clock is in the reception area of the Division of Purchases.

SECTION 9. CONCLUDING STATEMENTS

Notwithstanding the above, the Division of Purchases reserves the right to award on the basis of cost alone, to accept or reject any or all proposals, and to award in the State's best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

If a Vendor is selected for an award, no work is to commence until a purchase order is issued by the Division of Purchases.

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded for this RFP. The State's General Conditions of Purchases can be found at the following URL:
<https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>.

APPENDIX A. PROPOSER ISBE RESPONSIBILITIES AND MBE, WBE, AND/OR DISABILITY BUSINESS ENTERPRISE PARTICIPATION FORM

A. Proposer's ISBE Responsibilities (from 150-RICR-90-10-1.7.E)

1. Proposal of ISBE Participation Rate. Unless otherwise indicated in the RFP, a Proposer must submit its proposed ISBE Participation Rate in a sealed envelope or via sealed electronic submission at the time it submits its proposed total contract price. The Proposer shall be responsible for completing and submitting all standard forms adopted pursuant to 105-RICR-90-10-1.9 and submitting all substantiating documentation as reasonably requested by either the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to the names and contact information of all proposed subcontractors and the dollar amounts that correspond with each proposed subcontract.
2. Failure to Submit ISBE Participation Rate. Any Proposer that fails to submit a proposed ISBE Participation Rate or any requested substantiating documentation in a timely manner shall receive zero (0) ISBE participation points.
3. Execution of Proposed ISBE Participation Rate. Proposers shall be evaluated and scored based on the amounts and rates submitted in their proposals. If awarded the contract, Proposers shall be required to achieve their proposed ISBE Participation Rates. During the life of the contract, the Proposer shall be responsible for submitting all substantiating documentation as reasonably requested by the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to copies of purchase orders, subcontracts, and cancelled checks.
4. Change Orders. If during the life of the contract, a change order is issued by the Division, the Proposer shall notify the ODEO of the change as soon as reasonably possible. Proposers are required to achieve their proposed ISBE Participation Rates on any change order amounts.
5. Notice of Change to Proposed ISBE Participation Rate. If during the life of the contract, the Proposer becomes aware that it will be unable to achieve its proposed ISBE Participation Rate, it must notify the Division and ODEO as soon as reasonably possible. The Division, in consultation with ODEO and Governor's Commission on Disabilities, and the Proposer may agree to a modified ISBE Participation Rate provided that the change in circumstances was beyond the control of the Proposer or the direct result of an unanticipated reduction in the overall total project cost.

B. MBE, WBE, AND/OR Disability Business Enterprise Participation Plan Form:

Attached is the MBE, WBE, and/or Disability Business Enterprise Participation Plan form. Bidders are required to complete, sign and submit with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
ONE CAPITOL HILL
PROVIDENCE, RHODE ISLAND 02908

MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN

Bidder's Name:

Bidder's Address:

Point of Contact:

Telephone:

Email:

Solicitation No.:

Project Name:

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. **Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.**

Name of Subcontractor/Supplier:

Type of RI Certification: ☐ MBE ☐ WBE ☐ Disability Business Enterprise

Address:

Point of Contact:

Telephone:

Email:

Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:

Total Contract Value (\$):

Subcontract
Value (\$):

ISBE Participation
Rate (%):

Anticipated Date of Performance:

I certify under penalty of perjury that the forgoing statements are true and correct.

Prime Contractor/Vendor Signature

Title

Date

Subcontractor/Supplier Signature

Title

Date