



Solicitation Information
27 Feb 07

RFP # 7003294

TITLE: Statewide School Food Services Program

Submission Deadline: 4 April 07 @ 2:00 PM (Eastern Time)

PRE-BID/ PROPOSAL CONFERENCE: Yes Date: 7 March 07 Time: 2:30 PM
Mandatory : No
Location: Department of Administration / Division of Purchases (Bid Room),
One Capitol Hill, Providence, RI

Questions concerning this solicitation may also be e-mailed to the Division of Purchases at questions@purchasing.state.ri.us no later than **6 March 07 at 12:00 Noon (ET)**. 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

Jerome D. Moynihan, C.P.M., CPPO
Administrator of Purchasing Systems

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, 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 contract with private vendors to operate school food service programs on a district-by-district basis. These contracts must be in accordance with all federal and state requirements, and are reviewed by the Rhode Island Department of Education (RIDE). The state and the Board of Regents for Elementary and Secondary Education have embarked on a policy to provide services to school districts on a statewide basis to ensure maximum cost savings and efficiency of services. This solicitation is designed to achieve those goals in the area of food service programs. Other goals are improving (and making more consistent statewide) areas such as the use of technology; the planning of school lunch educational efforts; 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 will execute a separate mini-contract that operates in much the same manner as current contracts. It is expected that this contract operate as a one year contract with four renewable years beginning fiscal year 2008 through 2012, and that the bidder plan for and work toward universal participation that builds over the five years of the contract. There will be state level developmental activities in the early years 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.
- 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

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

All but a few of Rhode Island's schools and districts contract with a private vendor to operate their school food services programs. These contracts typically vary widely in terms of items such as the cost of the meals; employment of school food service workers; equipment ownership, including trucks/vans; and/or the purchase and distribution of commodities. School food service contracts do, 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] operated by the United States Department of Agriculture (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 of federally procured commodities. 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 called eSNACS.

The purpose of this RFP is, therefore, to select a single vendor to provide a school food service program that over time will serve all of Rhode Island's school districts, charter schools and state schools that not only results in lower costs, improved services and increased student participation¹ at the district level, but also generates increased

¹ Based on lunch comparison data

efficiency of statewide operations such as data/payment issues, purchase and distribution of commodities, staff professional development (including wellness education) and upgrade and maintenance of equipment. The statewide contract will also improve the nutrition, health and well being of Rhode Island's students by allowing increased state oversight of nutrition and student health issues.

II. INTENT OF THE SOLICITATION

The intent of this solicitation is to have one food service management company serve the needs of the entire state. 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, etc. In addition, the selected vendor should be able to offer the districts enough management fee savings and other enticements (such as healthier foods) 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 based on each district's unique needs.

It has been found that not all districts are utilizing the resources available to them in order to offer healthier food choices, 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;
- increase student participation in the school meals programs;
- utilize local fresh produce when available;
- make full use of the federal commodity offerings;
- use products that are on the state's MPA listings;
- offer regional transportation of food and related program materials/equipment when feasible; and
- provide statewide staff development programs and activities for school food service staff, including wellness education.

The intent of this RFP is to develop a consistent meal accountability technology system among the school districts and to standardize fiscal reporting forms. In addition, it is anticipated that a 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 both food choices and food safety concerns.

To recap, the Rhode Island school food service 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 everyday.
- Purchase and serve RI-grown/locally grown fruits, vegetables and dairy products whenever possible – actively pursue locally grown farm-fresh items.
- Develop and maintain the cafeteria as a nutrition education-learning environment.
- Provide full disclosure of ALL discounts, rebates, allowances and incentives received by the management company from suppliers.
- Seek the lowest cost for large food 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 National School Lunch (NSLP) and School Breakfast (SBP), and After School Snack Programs and actively discourage use of the a la carte programs in place of a nutritious, reimbursable meal.
- Save the districts money in management fees 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, with about 10-12 managers statewide.
- 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.
- Utilize school meals on-line accountability software to collect and report accurate daily meal counts that interfaces with school attendance systems for enrollment and students' eligibility and with RIDE's eSNACS for Federal monthly school meals reimbursements.
- Provide detailed financial data to RIDE on an annual basis in conjunction with the Net Cash Resource reporting requirement.
- 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.
- Work towards having all food service staff certified in food safety by a RI recognized food safety course over time.
- Work towards having every school participating in the "RI Food Safe Schools Program."
- 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:

- 1.) school food service implementation/operational 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 that interacts with eSNACS and district/school enrollment student count systems; and
- 2.) school food service program operations **at the district level**, including equipment maintenance and replacement; increasing parent/student involvement; food safety courses for food service workers and participation in the RI Food-Safe Schools Program; staff development; and transportation within districts.

In the first year of the contract, the vendor will conduct an inventory of district needs, facilities, and specifications in order to execute individual district contracts and to provide a statewide overview and analysis of program needs. This year can also be used to recruit districts into the statewide contract.

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 contracts.

STATE LEVEL ACTIVITIES:

TASK	DUE DATE	DELIVERABLE
<ul style="list-style-type: none"> • Accomplish a statewide overview of program needs, including those items discussed in the scope of work and program overview. • Complete an inventory of districts' equipment needs, facilities upgrades, etc. • Develop a state plan of anticipated staffing needs. • Develop a plan for staff development that includes wellness education and activities. • Develop a state plan to encourage/recruit districts to participate in this statewide food service contract. 	Year One August 30	<ul style="list-style-type: none"> Needs assessment conducted; report submitted. Inventory completed and submitted. Plan developed. Plan developed. Plan developed.

<ul style="list-style-type: none"> • Develop a state plan to increase student participation. • Develop a state plan to implement/upgrade district school food service technology (electronic meal accountability systems) in accordance with the requirements outlined in Appendix IX. • Develop a state plan that reports on the needs assessment of equipment and facilities and ways in which to regionalize equipment and facilities. 		<p>State plan developed.</p> <p>State plan developed.</p> <p>State plan developed.</p>
<ul style="list-style-type: none"> • 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>Year Two & subsequent years August 30</p>	<p>State plan developed.</p>

TASK	DUE DATE	DELIVERABLE
<ul style="list-style-type: none"> • Report on the costs of food and commodities; 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 #10 in Appendix VIII. 	<p>Year Two & subsequent years</p>	<p>Quarterly Report submitted: October 1 December 31 April 1 June 30</p>

DISTRICT LEVEL ACTIVITIES:

TASK	DUE DATE	DELIVERABLE
<ul style="list-style-type: none"> • 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 standard district agreement developed in accordance with RIDE. • Plan for and provide breakfasts, lunch and after school snacks in accordance with each district agreement and the state plan. 	<p>Year Two & subsequent years, September to June, unless otherwise noted.</p>	<p>Local plans written.</p> <p>Plans developed.</p>

<ul style="list-style-type: none"> • Plan and provide for all parent/student involvement in keeping with the state plan and in accordance with each district agreement and the state plan. • Plan and provide for all equipment/facility upgrades in accordance with each district agreement and the state plan. This includes policies and procedures for 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. • Plan and provide all fiscal and data oversight and reporting in accordance with the state plan and each district agreement. • Plan and provide for staff development, including wellness education, in accordance with the state plan and each district agreement. 		<p>Plans developed.</p> <p>Plans developed.</p> <p>Plans developed.</p> <p>Plans developed.</p>
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DISTRICT LEVEL ACTIVITIES:

TASK	DUE DATE	DELIVERABLE
<ul style="list-style-type: none"> • Purchase food at the lowest cost to the district using State Master Price Agreements, cooperative purchasing, commodities 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 Year Two. • Charge a reasonable, consistent management fee to all participating districts in FY 2008; this amount may be increased over the life of the contract by mutual consent. • 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. 	<p>On-going, annual basis, September to June, unless otherwise noted.</p>	<p>Food purchased.</p> <p>Appropriate fees established and charged.</p> <p>Costs established.</p> <p>Fixed per meal price</p>

<ul style="list-style-type: none"> • Execute district contracts and annual contract updates using a fixed per meal price in accordance with the district agreement developed in conjunction with RIDE. • Develop and use a standard invoice format for all participating districts. • 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 approved as needed. The intent is that no program operates on a deficit basis and that surplus funds be used to improve program or equipment needs. 		<p>established and included in contracts.</p> <p>Standard invoice developed & used.</p> <p>Reports submitted.</p>
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DISTRICT LEVEL ACTIVITIES:

TASK	DUE DATE	DELIVERABLE
<ul style="list-style-type: none"> • Develop a plan in conjunction with district staff to purchase an on-line keypad (card) accountability system if there is not one already in the district, as outlined in the state plan developed in Year Two. If the district has such a system, the vendor will optimize use of the system to avoid incorrect and inconsistent data and to promote over time a single, seamless statewide school meal fiscal/data system. (Note: all accountability systems must interface with eSNACS, School Max, and/or all other appropriate platforms and systems. Information may be electronically uploaded from another system into eSNACS. Manual data entry is not recommended). See Appendix IX. 	<p>On-going, annual basis, September to June, unless otherwise noted.</p>	<p>Plan developed.</p>

IV. ADDITIONAL CONTRACTOR 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 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.

V. TERMS OF THE CONTRACT

The contract will begin July 1, 2007 with the intent of four renewable one-year periods ending June 30, 2012. The scope of the work may be modified by RIDE prior to beginning work on a given task. RIDE retains the option of granting a time extension of up to twelve months with additional funding if available and if the level of work is expanded by mutual written consent. 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

1. *Contractor Understanding of the Issues. (25 points)*

The applicant should 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.

- Good Nutrition, Wellness Activities, Nutrition Education
- USDA Requirements.

- Free/Reduced Lunch Program.
- Commodities Program including Fresh Fruits/Vegetables.
- RI Farm-to-School Program.
- Recent RI Wellness Legislation.
- RI's ESNACS system and technology goals.
- State goals for school food service equipment.
- State goals regarding cost savings and efficient school district operations including limits on fees and profits for purchasing food.
- State goals for staff wellness and professional development.
- Regional school food service management and transportation of supplies.
- Current knowledge of operating district school food service programs.

2. *Work Plan. (40 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 level tasks as follows:

- Needs assessment of district program needs. (year 1)
- Plan to expand contract to all districts. (year 1)
- Plan to expand technology to all districts. (year 2)
- Plan to upgrade equipment statewide, including a plan for facilities upgrades that accounts for the varying types of food service facilities in different districts. (year 1)
- Plan for assuring required school food service kitchen inspections, maintaining HACCP Plans and participation in RI Food Safe School Program.
- State plan for nutrition education; nutritious meals; increased student participation; use of commodities, etc.; annual equipment upgrades/replacement; annual technology improvements; food purchases; execution of individual district contracts; staffing; staff development and wellness; fee schedules; meal price schedules; and reporting timelines. (ongoing)

The work plan must include a cost component with actual estimates of charges to districts for management fees and meals. 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 meals served. All fees must be listed and all assurances contained in the solicitation regarding discounts/profits must be provided.

In year one, the management fee must be reasonable and consistent across all districts, and the cost per meal per district cannot exceed what the district is currently paying. It is understood that the fee structures will change annually and are dependant upon the level of district participation in the state contract. The plan must also address how the vendor will handle deficits and surpluses in district school food service programs. Preference will be given to those bids that incorporate using in whole or in part any allowable rebates/refunds for school nutrition programs.

3. *Capacity of the Applicant to Administer a Statewide School Food Service Program. (15 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 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.

4. *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.

5. *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.

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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: **"RFP 7003294: 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.*

APPENDIX I

NUTRITION CRITERIA FOR RHODE ISLAND SCHOOL FOOD SERVICE PROGRAMS

1. Minimum Nutrition Criteria for Reimbursable Meals and Snacks (in Rhode Island)

School Breakfast Program (SBP), National School Lunch Program (NSLP) After School Snack Program

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:

ALL GRAINS SERVED AS PART OF THE REIMBURSABLE MEALS AND SNACKS WILL BE AT LEAST 50% WHOLE GRAIN. AT LEAST HALF OF THE GRAINS SERVED AS PART OF THE REIMBURSABLE MEALS AND SNACKS, IN TOTAL EACH WEEK, CALCULATED BY QUANTITY PURCHASED, WILL BE 100% WHOLE GRAINS. *

**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. That minimum standard is not appropriate to use as the definition of whole grains for school meals.*

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:

In ALL menu planning options, schools will serve, at a minimum, two servings of fruit and/or vegetable per breakfast and three servings of fruit and/or vegetable per lunch and one serving of fruit and/or vegetable per each after school snack. (Serving sizes will vary based on age/grade.)

Schools shall offer, at a minimum, three different fruits and five different non-fried vegetables over the course of a week to help ensure variety. In a single day, at either breakfast or lunch, only one serving of fruit or vegetable should be juice (must be 100%). In after school snack programs, 100% juice may be the fruit or vegetable served in no more than one of every five consecutive snacks served.

At least one serving of fruit or vegetable per day in either breakfast or lunch shall be a dark green or orange vegetable or an orange fruit.

At least one serving of fruits or vegetables served each day in breakfast or lunch shall be a fresh fruit or a raw vegetable.

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

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 are not allowed.

Sodium:

In order to help students not exceed the 2,300 mg daily tolerable upper intake level for sodium recommended in Dietary Guidelines, school breakfast shall contain no more than 575mg of sodium and school lunch shall contain no more than 770mg of sodium. After school Snack shall contain no more than 350mg of sodium.

Milk Fat:

Students shall be offered 1% or skim, non-flavored milk as a choice among other milk choices everyday.

Cooked legumes (dried beans or peas)

One or more servings of cooked legumes (dried beans or peas) are to 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

A LA CARTE FOODS AND/OR BEVERAGES SOLD OR OFFERED BY SCHOOL FOOD SERVICE OPERATIONS

Remember; 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.

A-la-carte foods and/or beverages may be available in elementary, middle, and high schools, but all a la carte items must meet the RI Nutrition Guidelines for Healthy Vending and Snack Foods in Schools and/or must appear on the RI Approved Product List.

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 EDUCATION AND PROMOTION

The management company will work with district and school administration and staff to develop and maintain the cafeteria as a nutrition 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 and food safety 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 and food safety lessons and activities.

Management Company will provide nutrition and food safety 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.)

Management Company will provide nutrition and food safety 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.

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 on the eSNACS website, the CNP connect. Please note that we do not consider the sale of additional meal entrée items (such as pizza and sandwiches) to fall under these guidelines.

APPENDIX IV

PROCUREMENT SPECIFICATIONS

FOOD ITEMS

MINIMUM REQUIREMENTS

Dairy Products

Grade A

Meat

USDA Inspected Choice

Fish

U.S. Grade A

Poultry

Government Inspected Grade A

Canned Fruit and Vegetables

U.S. Grade A Choice

Fresh Fruits and Vegetables

U.S. No. 1 Grade

Bread/Rolls

Packaged bread and rolls to be
manufacturer dated for freshness

APPENDIX V

PURCHASING CRITERIA

USDA COMMODITIES

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

- Maximum utilization of USDA Commodities 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 and sweeteners, use of whole grains and legumes, and use of whole fresh or dried (unsweetened and non-fried) fruits and vegetables.
- Maximum utilization of DOD 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.

DEPARTMENT OF CORRECTIONS, CENTRAL DISTRIBUTION CENTER

Management Company will work with the State Warehouse 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. The Management Company will also work with the State Warehouse to ensure efficient pick up 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 commodities 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.

RI FARM-TO-SCHOOL

Management Company 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. 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.

Multi-year relationships with local farms are strongly encouraged.

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 management company's primary vendor(s).

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 ALL discounts, rebates, allowances and incentives (\$ values) received by management companies from its suppliers.

APPENDIX VI

PURCHASING OF FOOD

As stated in the body of the RFP, one of the goals of a statewide school food service contract is cost containment. A second goal of equal importance is to interrupt past practices that do not support an efficient school food service program and sound nutrition policies for Rhode Island's children. One such practice is building incentives and discounts into food purchasing contracts. By their very nature, such incentives and discounts do one of two things: 1) obtain commodities at a higher than necessary cost to districts; and 2) promote the purchasing of commodities based on fiscal and not nutritional considerations.

For these reasons, bids on this contract must be structured to ensure that the vendor does not make any profit on the purchase of food. There is ample opportunity for profit in the management and other allowable 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 federal commodities or Farm-to-School products; competitive bids for purchases.

APPENDIX VII

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 systems.

As noted in the Scope of Work, deliverables at both the state and district level require the development of a statewide equipment needs assessment plan. This would include equipment inventory, maintenance, replacement and regionalization efforts. To assist in this plan, see the eSNACS website, CNP connect, which contains the result of a brief survey conducted in May 2006 that illustrates the current state of district equipment and any districts' plans for future improvement, expansion and purchases of kitchen facilities/equipment.

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 eSNACS and the district/school enrollment student count systems (see Appendix IX). Based on the survey mentioned above, approximately 50% of schools would need to purchase this system.

For those schools whose food service programs receive profits from vending machines, and a la carte sales, the plan needs to take into account the amendment of RIGL Chapter 16-21-7, that requires healthier beverages and snacks, effective January 1, 2007, in elementary, middle and junior high schools.

APPENDIX VIII

FSMC FISCAL REQUIREMENTS

START-UP

- 1) Prepare financial budget (revenue/expenses).
- 2) Forecast the number of meals expected to serve monthly/school year.
- 3) Provide recommendations of needed operating equipment/utensils etc to purchase the upcoming year.
- 4) Prepare an analysis of food bids selection.

MONTHLY

- 5) Prepare the monthly claim for reimbursement with actual meal counts and accurate enrollment, free, and reduced-price applications (daily for each site/school).
- 6) 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 calculated management and administrative fees
 - d. Provide technology costs, by service/item/vendor
- 7) 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)
 - ii. Cost of purchased food used (inventory/per meal cost)
 - iii. Provide payroll costs by positions
 - iv. Provide administration costs (management and administration fees).
 - v. Provide technology costs
 1. purchased services

2. monthly charges/vendor
 3. monthly supplies
 4. equipment
 - vi. District supplied items (reimbursed)
- 8) 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).
- 9) Prepare report on the value of commodities used during the month.

QUARTERLY AND ANNUALLY

- 10) 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. Commodities entitlement and commodities used.
 - e. Other Sales (non reimbursable meals) report, i.e. vended meals, catering, and special events.

APPENDIX IX

SCHOOL MEALS ON-LINE ACCOUNTABILITY SYSTEM REQUIREMENTS

OBJECTIVE:

A system that 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 upload all required data to support the Federal monthly claim for reimbursement into RIDE's eSNACS. The system also must record meals and food items sold to school personnel and visitors at each meal service to produce revenue reports.

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;

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

1. A software component that will maintain daily records of enrollments and meal counts in the following categories – **Free**, **Reduced-Price**, and **Paid**;
2. A software component that includes the RIDE State Assigned Student Identification Number (SASID) as a column in its database;
3. A software component that will interoperate with a District/School Student Information System (SIS) in order to obtain daily student enrollment information;
4. A software component that will validate daily meal counts against the corresponding daily enrollment information obtained from the District/School Student Information System (SIS);
5. 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;
6. 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 attached); and,
7. 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,
- 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 will 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.

eSNACS Upload Format:

The eSNACS Upload file must be a comma delimited file containing the following columns:

Column Name

- Site Id
- Date
- Free Applications
- Reduced Applications
- Paid Applications
- Kindergarten Milk Applications
- Free Lunch Meals
- Reduced Lunch Meals
- Paid Lunch Meals
- Free Breakfast Meals
- Reduced Breakfast Meals
- Paid Breakfast Meals
- Free SN Breakfast Meals
- Reduced SN Breakfast Meals
- Paid SN Breakfast Meals
- Free Snack Meals
- Reduced Snack Meals
- Paid Snack Meals
- Free Kindergarten Milk Meals
- Paid Kindergarten Milk Meals

APPENDIX X

LIST OF FOOD SERVICE FEES, AS FOUND IN SAMPLE CONTRACTS

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. In a cost-reimbursable contract, requirement for breakdown on administrative and management fees in order to prevent double billing.
- b. Basis for fee adjustments.

Fees listed in sample contracts include the following:

Acceptable:

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

Not acceptable:

- a. Procurement Fee – discounts received by the vendor are reimbursed by the district
- b. Miscellaneous fees such as:
 - Payroll processing fee
 - Voice mail
 - Email
 - Web housing fee
 - System support 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 administrative fee allocations, and cannot be billed in addition to an administrative fee.

APPENDIX XI

The following is a list of additional resources found on the eSNACS website:

- **A** - Current District School Food Service Agreement Template.
- **B** - RI Healthy Schools Coalition Nutrition Guidelines for School Vending and A La Carte Food.
- **C** - Kids First Approved Healthy Vending and Snack Items for Schools.
- **D** - Healthy Snacks Shopping List for After School Snack programs.
- **E** - School District Nutrition and Physical Activity Model Policy Language.
- **F** - District Data:
 - **1** - Summary of May 2006 Districts' Equipment Survey;
 - **2** - Districts' Revenues and Expenditures;
 - **3** - Districts' Meals Served;
 - **4** - Districts' Eligibility Information
- **G** - Food Service Management Company Contracts/Renewals SY 06/07.
- **H** - Sample 25-day state menu.
- **I** - District Commodity Allocation.
- **J** –Links to Useful Websites:

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

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

[Link to USDA laws and regulations](#)

[Link to RIGL 16-21-29, "Healthy Snacks and Beverages"](#)

Link to RIGL references to **District Wellness Subcommittees**: 16-2-9, [School Committees and Superintendents](#); 16-7.1-2, [The RI Student Investment Initiative](#); and 16-21-28, [Health and Wellness Subcommittee](#).

[Nutrition Services on Thrive - RI's Coordinated School Health Program](#)