NORTH READING PUBLIC SCHOOLS

REQUEST FOR PROPOSALS

OPERATION AND MANAGEMENT

OF THE

SCHOOL FOOD SERVICE PROGRAM

July 1, 2019 - June 30, 2020

Includes additional optional years

ADVERTISEMENT FOR REQUEST FOR PROPOSAL

The North Reading Public School District will receive Requests for Proposals for the furnishing and delivery for the **Operation and Management of the Food Service Program** to the North Reading Public Schools.

Proposals will be received by the North Reading Public Schools at the Central Administration Office, 189 Park Street, North Reading, MA 01864, until **1:00 p.m., Friday, January 11, 2019**. A mandatory site visit will be conducted on **Thursday, December 27, 2018** beginning at 10:00 a.m. at the above address. Complete information for bidders may be obtained at the above address on or after Monday, December 3, 2018.

The North Reading Public Schools reserves the right to reject any or all proposals, or to accept any parts thereof which it considers most advantageous to the North Reading Public Schools, its School Committee and/or the Town of North Reading.

Michael A. Connelly Director of Finance & Operations North Reading Public Schools

North Reading Public Schools Request for Proposal

Operation and Management of School Food Service Program

I. GENERAL SUBMISSION REQUIREMENTS

A. The North Reading Public Schools (NRPS) is seeking proposals for the services described below. Please submit copies of bound proposals no later than 1:00 PM on Friday, January 11, 2019 to:

> North Reading Public Schools Central Administration Office 189 Park Street North Reading, MA 01864-3598

Proposals received after the deadline will be returned unopened. Postmarks will not be considered. It is the sole responsibility of the applicant to insure that its proposal arrives on time at the designated place. Electronic or fax proposals are unacceptable.

- B. The Price and Non-Price Proposal must be submitted in two separate sealed envelopes. They must be clearly marked Price Proposal-Operation and Management of School Food Service Program and Non Price Proposal – Operation and Management of School Food Service Program.
- C. If there are any questions, please contact Michael Connelly, Director of Finance and Operations, at 978-664-7810. Questions must be emailed in writing to <u>mconnelly@nrpsk12.org</u>.
- D. All materials submitted in response to this Request for Proposal become the property of the awarding authority. The applicant takes full responsibility for any associated costs with the development or preparation of any responses to this Request for Proposal (RFP).
- E. The consideration of all proposals and subsequent selection of the successful applicant will be made without regard to race, color, age, disability, religion, political affiliation and/or national origin.
- F. If any changes are made to this RFP, an addendum will be issued. Addenda will be emailed to all proposers on record as having picked up or received the RFP.
- G. Minimum Wages rates as determined by the Commissioner of Department of Labor and Industries under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended. It is the responsibility of the bidder, before proposal opening, to request if necessary, any additional information on minimum wage rates for those trade individuals, who may be employed for the proposed work under this contract.
- H. This contract will be negotiated by April 15, 2019. The time for award may be extended by mutual agreement between the North Reading Public Schools and the responsive and responsible vendor offering the most advantageous proposal as determined by the School Committee. Please realize the contract award is contingent upon the district fulfilling all collective bargaining obligations which could have an impact on the date of the award.

- I. Questions concerning this Request for Proposal must be emailed in writing to: Michael Connelly, Director of Finance & Operations, at <u>mconnelly@nrpsk12.org</u>. Questions must be submitted prior to 12:00 p.m. on Friday, January 4, 2019. No questions will be accepted after the above time deadline. Written responses will be emailed to all bidders on record as having received or picked up the RFP.
- J. The North Reading Public Schools reserves the right to reject any and all proposals, waive informalities and to award contracts if it deems doing so is in the best interest of the North Reading Public Schools, its School Committee and/or the Town of North Reading.
- K. Proposals may be withdrawn prior to the time respectively established for the opening of general proposals and filed sub-proposals only on written request to the Awarding Authority. A Bidder may correct, modify, or withdraw a proposal by written notice received by the North Reading Public Schools prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No.__." Each modification must be numbered in sequence and must reference the original RFP.
- L. After the proposal opening, a Bidder may not change any provision of the proposal in a manner prejudicial to the interests of the North Reading Public Schools or fair competition. Minor informalities will be waived or the Bidder will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal and the Bidder will be notified in writing. The Bidder may not withdraw the proposal. A Bidder may withdraw a proposal if a mistake is clearly evident on the face of the proposal document but the intended correct proposal is not similarly evident.
- M. The North Reading Public Schools may cancel this RFP or reject in whole or in part any and all proposals if it determines that cancellation or rejection serves the best interest of the North Reading Public Schools. All proposal prices submitted in response to this RFP must remain firm for sixty (60) days following the proposal opening. The successful Bidder must adhere to the State's Minimum Wage Rates where applicable.
- N. Proposals shall be submitted to the North Reading Public Schools (NRPS) on the forms provided by the North Reading Public Schools **by 1 PM on Friday, January 11, 2019.** All blank spaces for proposal prices must be completely filled in with ink or typewriter in both words and figures as applicable and the proposal form must be fully completed and executed when submitted.
- O. One (1) hard copy of all price and one (1) hard copy of non-price proposal is required. In addition, one electronic PDF copy of the non- price proposal must be emailed to mconnelly@nrpsk12.org prior to the due date along with the hard copy or a flash drive must be provided with a saved PDF electronic copy with the submission of the proposal. Hard copy proposals must be mailed and/or delivered in separate sealed envelopes bearing the Bidder's name and address on the outside of the envelope. Envelopes should be clearly marked <u>Price Proposal</u> for Operation and Management of the School Food Service Program and <u>Non-price Proposal</u> for the Operation and Management of the School Food Service of Finance and Operations, North Reading Public Schools, 189 Park Street, North Reading, MA 01864.
- P. The North Reading Public Schools (NRPS) will consider any proposal not prepared and submitted in accordance with the provisions hereof to be non-responsive. The North Reading Public Schools reserves the right to reject any and all proposals, waive informalities and to award contracts if it deems doing so is in the best interest of the North Reading Public Schools, its School Committee and/or the Town of North Reading.

II. Tentative Time Line

Goods and Services Bulletin – Monday, December 3, 2018

- Local Advertisement Thursday, December 13, 2018 .
- Mandatory Site Walk Thru Thursday, December 27, 2018 at 10:00 a.m.
- Deadline for Submitting Questions Friday, January 4, 2019
- Receive Proposals Friday, January 11, 2019 by 1:00 p.m.
- Anticipated Award Date March 15, 2019
- Negotiate Contract by April 15, 2019

III. General Conditions and Scope of Services

1. PURPOSE

The purpose of this request is to provide for the operation and management of the school food service program. The food service workers are North Reading Public School employees and are members of a union. The Food Service Management Company (FSMC) will assume responsibility for the efficient management of the program including, but not limited to, the following:

- Purchasing
- Ordering
- Receiving
- Inventory Management
- Processing of Invoices
- Payment of Vendors
- Maintenance of Records
- Supervising Personnel
- Assistance with Food Service Reviews/Audits Training/Development Personnel
- · Preparation of Meals
- · Service of Meals
- Housekeeping/Sanitation
- Special Functions
- Menu Development
- Compliance with Federal/State Regulations
- · Active Involvement with a Food Service Advisory Council/Wellness Committees

The organization or individual responding to this request will be hereinafter referred to, as the "FSMC" and the contract will be between the FSMC and the North Reading Public Schools hereinafter called the "System."

2. **FSMC RESPONSIBILITY**

The FSMC must examine all kitchens, cafeterias, receiving and storage areas where services are to be provided. Such visits will be scheduled through the Office of the Superintendent of Schools. Verification of such visits is required. The Proof of Visitation form enclosed must be completed and included with the proposal.

3. PRICES

The prices charged for the 2018-2019 school year are as follows:

| Elementary | Pattern Meal | \$2.75 |
|----------------|--------------|--------|
| Middle Schools | Pattern Meal | \$3.00 |
| High School | Pattern Meal | \$3.00 |
| Teachers/Staff | Pattern Meal | \$4.00 |
| Milk | | \$.60 |

These prices remain in effect until a change is approved by the North Reading School Committee.

The FSMC shall submit with its price proposal a recommendation for lunch pricing based upon the System using an "Offer vs. Serve" serving method at the Elementary, Middle and High School level, as well as to ensure compliance with paid lunch equity ratios as recommended by the Department of Elementary and Secondary Education (DESE). The FSMC should provide guidance in ensuring the System remain in compliance with paid lunch equity and non-program revenue requirements. Assistance annually with completing these recommended tools by the DESE will be required by the FSMC. Please access the following links on the district website for a complete listing of lunch and breakfast pricing, including a la carte pricing. https://www.north-

reading.k12.ma.us/sites/northreadingps/files/uploads/pricing 0.pdf Please access the below link for a listing of current a la carte snacks and pricing currently being offered in the program.

https://www.northreading.k12.ma.us/sites/northreadingps/files/uploads/a_la_carte_snack_list_2017_rev.pdf

4. <u>CALENDAR AND PROJECTED ENROLLMENTS</u>

A copy of the school calendar for the 2018-19 school year is available on the District website can be accessed by clicking on the following link: <u>https://www.north-</u> reading.k12.ma.us/sites/northreadingps/files/news/2018-19_calendar_-_8.15.18.pdf

A copy of the current enrollment for the 2018-2019 school year and projected enrollment for the 2019-2020 school year by school location is in Appendix #1. In addition, five and ten enrollment projections can be found on the District website at the following link: <u>https://www.north-reading.k12.ma.us/sites/northreadingps/files/pages/north reading public schools enrollment presentation.pdf</u>. A copy of the current lunch times and anticipated school operating days at each school is included in Appendix #2; please note lunch serving times at each school are subject to change from year to year.

5. MANDATORY PRE-BID CONFERENCE AND TOUR

A mandatory pre-bid conference and site visit will take place beginning at **10:00 a.m. on Thursday**, <u>December 27, 2018</u> beginning at North Reading Middle School/High School Campus, 189 Park Street, North Reading, Massachusetts, 01864. Bidders should check in at the District Administration Office and the pre-bid conference will take place in the Superintendents Conference room. Bidders are asked to limit number of participant to no more than three representatives and to please notify Michael Connelly via email at <u>mconnelly@nrpsk12.org</u> if you plan on attending in advance of the site visit. Use of cameras will not be allowed while School is in session. Visits to all five (5) school locations will be conducted: North Reading Middle School/ High School (one campus), Batchelder Elementary School, Hood Elementary School and the Little Elementary School.

6. <u>SUBMISSION OF PROPOSALS</u>

- **A.** Proposals shall be submitted on the forms provided by the System.
- **B.** Clarification or interpretation must be made in writing to Michael Connelly, Director of Finance and Operations prior to submission of a proposal.
- C. Sealed "PRICE" and "NON-PRICE" proposals shall be submitted separately. Each FSMC shall submit one hard copy and one electronic copy of their "NON-PRICE" proposal for Operation and Management of the School Food Service program and one hard copy of the "PRICE" proposal for the Operation and Management of the School Food Service program needs to be submitted. Each proposal shall be clearly identified.

7. <u>ACCEPTANCE OF PROPOSALS AND AWARDS</u>

It is the intent of the System to accept the proposal that will best promote the public interest and is most advantageous to the System. The minimum and comparative criteria attached hereto will be used in evaluating all proposals.

The FSMC must submit with their proposals information regarding said criteria.

8. <u>MENU CYCLE</u>

The FSMC will submit with the proposal at minimum a twenty-one (21) day cycle menu and a Daily Menu Pattern to include nutritional analysis for the High School, Middle School, and Elementary Schools. The FSMC must adhere to this cycle for the first twenty-one (21) days of meal service; thereafter, changes may be made with the mutual agreement of the System and the FSMC.

However, the menu standard, as presented in the first twenty-one (21) day menu and Daily Menu Pattern, must be maintained as to type and quality of meal service. The Daily Menu Pattern should clearly indicate the number and type of choices and offerings that will be offered at all grade levels. In addition, the Daily Menu must meet the current Federal Guidelines for the School Breakfast Program (SBP) and the National School Lunch Program (NSLP). Specifications may also cover other items such as purchase units, style, condition, ingredients, formulations, and delivery time.

9. PURCHASE SPECIFICATIONS

The grade, purchase unit, style, weight, ingredients, formulation, etc., as set forth by the System, shall be complied with by the FSMC.

10. SPECIAL AND GENERAL CONDITIONS

- A. Proposals will be received as stated on the cover sheet, for the privilege and right to manage the food service program at all System schools and facilities. In providing management services for System's food service operation, FSMC shall comply with the applicable provisions of the National School Lunch Act, as amended, and the United States Department of Agriculture ("USDA") regulations set forth in 7 CFR 210.
- **B.** The System shall furnish all necessary Capital Equipment* to operate the food service program. At the time of contract signing, an itemized inventory (to be certified by representatives of both parties) of all items furnished by the System, including miscellaneous kitchen items, will be made part of the contract.

No alterations, changes, or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the System.

*Capital Equipment - That which costs in excess of \$5,000 with an expected useful life of five years or more.

- C. The FSMC shall be responsible for the normal and routine maintenance for the food service program. Any repairs estimated to be greater than \$500 must receive the System's approval prior to the repair. If there are "Capital Equipment" needs the FSMC shall submit these needs with estimated costs to the Director of Finances and Operations no later than October 1st each year so that they may become part of the capital budgeting process with the Town of North Reading. The System shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work not directly related to a specific piece of food service equipment. The FSMC will be expected to guide the District on any necessary service maintenance and preventative maintenance agreements needed to maintain the System's equipment.
- D. Upon termination of the contract, the FSMC will surrender to the System all equipment and furnishings located in the food services facilities and/or as listed on the certified inventory list of all System owned property (both capital and/or expendable). Such property and equipment, or its equal quality replacement, must be returned to the System in the same good order and condition as when received by the FSMC, reasonable wear and tear, damage from fire, and other hazards alone accepted.

The FSMC will provide the System with a planned equipment upgrade for budget purposes in the month of October preceding the start of the System's next fiscal year.

The System will pay vendors directly for all maintenance and repairs of equipment owned by the System or purchased on behalf of the System by the FSMC.

E. The System shall have unlimited access to all areas used by the FSMC for purposes of inspections and audits.

- F. The FSMC shall adhere to all applicable Pure Food Laws, and all related regulations prescribed by local, state or federal governments and the FSMC will comply with the rules and regulations as established by the System and with State and/or County laws, etc., covering and controlling food services at the facilities.
- **G.** The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes and insurances and shall be solely responsible for any losses incurred by the System, resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. All FSMC employees shall comply with all rules of the System for cleanliness and courtesy.
- **H.** The FSMC shall be solely responsible for the purchase and payment of all foods, beverages and supplies necessary for the operation of the food service program.
- I. The FSMC shall declare the use of vendor rebates, bill-backs, volume discounts and credits in all Profit and Loss Statements.
- J. All activities that would constitute a violation of Mass. General Laws, Ch. 268A are prohibited.
- **K.** The FSMC will provide the System with Monthly Statements of Financial Status, Student and Adult Participation, and Federal and State Reimbursement. The FSMC will provide the system with monthly meals per labor hour and meal cost per labor hour.
- L. The FSMC shall provide the School System with a detailed policy of how the FSMC will notify Parents and Staff of the content of daily meal offering.
- **M**. The FSMC will also detail what practices and procedures will be implemented to provide Students and Staff with meals in cases where there is a documented and medically confirmed allergy to a particular food or group of foods.
- N. The FSMC must be able to use the current System's Point of Sale system which was installed on March 20, 2012. The system is currently using the Nutrikids POS system. The FSMC will be responsible for managing and maintaining the Point of Sale System at all school sites. Any recommendations by the FSMC to make changes to the existing POS system or software upgrades should be included in the cost of their proposal and that recommendation must be detailed in the proposal including any recommendations to move to automated free and reduced lunch applications.
- **O.** The Food Service Management Company (FSMC) shall maintain records at the School Food Authority (SFA) to support all allowable expenses appearing on the monthly statement. These records shall be kept in an orderly fashion according to expense categories. The FSMC shall comply with the USDA Final Rule on Procurement published 10/31/07 to include required language for cost-reimbursable FSMC contracts. The Procurement Rule requires the FSMC to subtract rebates, discounts and other credits received by the FSMC from the allowable costs charged to the SFA. These credits must appear on the monthly billing statement.
- **P.** In addition, if the FSMC charges the SFA for costs that are not allowable as defined in OMB Circular A-87, they must be specified separately on the monthly billing statement and the SFA must pay for these costs from non-food service funds. If no allowable costs are charged by the FSMC, the contractor must so certify on the monthly billing statement.

11. INSURANCE POLICIES

The FSMC shall procure and maintain, as a direct cost of operation, a general liability policy, including products liability, in the amounts of at least \$3,000,000 for each accident provided by insurance companies authorized to do business in the Commonwealth of Massachusetts. A Certificate of Insurance indicating these amounts must be submitted with the proposal.

12. <u>PERFORMANCE BOND/SECURITY AND INSURANCE</u>

The FSMC shall be required to:

- A. Submit with the proposal an assurance by a surety authorized to conduct business within the Commonwealth of Massachusetts that, if selected as the successful FSMC and upon award of the contract, a Performance Bond will be issued in the amount of \$250,000.
- **B.** Submit with the "PRICE" proposal a Bid Bond equal to 5 percent (5%) of the projected annual operating costs.
- **C.** Insurance policies, bid bonds and assurances must be issued by firms with at least a Best's Insurance Reports rating of A to A- (excellent).
- **D**. The FSMC shall submit the performance security to the System within ten (10) days of notification of award of program operations. Such performance security shall be maintained for the term of the contract.
- E. The System shall be named an additional insured on all required insurance policies.
- **F**. The contract for insurance shall provide for notice to the System of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.
- **G**. The FSMC shall provide a Certificate of Insurance for all required policies within ten (10) days of award.

13. <u>SCOPE AND PURPOSE</u>

- **A.** The System shall retain control of the quality, extent and general nature of the food service program and pricing structure.
- **B.** The System shall be responsible for the cost of the food service program as indicated in the Request for Proposals and entitled to all receipts. The FSMC shall report all vendor rebates, bill-backs, volume discounts, and credits that are received by FSMC from NRPS purchases.
- **C.** The FSMC may receive for its services an Administrative/Management Fee.
- **D.** All net income accruing to the System from the food service program shall remain in the program. The System will assist in promoting the use of the FSMC's services beyond breakfast and lunch in order to improve the financial solvency of the System's Food Service Program.
- E. The FSMC shall be an independent contractor and not an employee of the System nor are the employees of the FSMC employees of the System.
- **F.** The FSMC, as independent contractor, shall have the exclusive right to operate the school lunch program and/or breakfast program and/or special milk program.
- **G.** The food service provided shall be operated and maintained as a benefit to the System students, faculty and staff and not as a source of profit to the FSMC.

- **H.** The System shall be legally responsible for the conduct of the food service program, and shall supervise the food service operations in such a manner as will ensure compliance with the rules and regulations of the State Department of Education and the United States Department of Agriculture.
- I. The FSMC shall promote nutrition-health education as required by the local, County, State, or Federal Governments.
- J. The FSMC shall comply with the rules and regulations of the Department of Education and the United States Department of Agriculture, and any additions or amendments thereto.
- **K.** The FSMC shall cooperate with System in promoting the nutritional education aspects of the Food Service Program and in the efforts of the System to coordinate those aspects with classroom instruction.
- L. The FSMC shall serve free and reduced price meals to those children designated by the System and shall protect the anonymity of such children.
- **M.** Upon request by the System, the FSMC may provide catered food service for special functions conducted outside the non-profit school food service at times and prices mutually agreed upon. In such instances, the FSMC shall submit catering invoices by the end of the current month. If the FSMC is delinquent in the processing of timely catering invoices, the System may seek repercussions and enact financial penalties to the FSMC to recoup lost revenue due to loss of interest earned etc.

14. FREE AND REDUCED MEAL POLICY

- A. The written policy of the System requiring service of meals to children in need, free or at reduced price, shall apply to the FSMC's food service operation. The SFA's free and reduced price policy statement and agreement is on file in the System's office. The System will retain signature authority on the State Agency-agreement, free and reduced price policy statement and agreement, monthly claims for reimbursement and commodity order forms.
- **B.** The System, in cooperation with the FSMC, shall be responsible for the implementation of this policy. The system will retain signature authority and control on all commodity order forms.
- **C.** Meals shall be served and proper accurate pupil participation records shall be maintained by the FSMC, and submitted monthly to the School Business Office.
- **D.** The System, in cooperation with the FSMC, will be responsible to develop, distribute, and collect the parent latter and application for free and reduced price meals and free milk.
- E. The System will be responsible for determining and verifying applications for free and reduced price meals or free milk benefits and the conduct for any hearings related to such determinations. This responsibility will not be delegated to the FSMC in accordance with 7 CFR Parts 210 as amended.
- **F.** The System will be responsible for signing and submitting reimbursement claims through the security portal with the DESE.

15. <u>MEALS</u>

- **A.** The FSMC shall serve reimbursable menu pattern meals pursuant to the National School Lunch Program in addition to a System approved a la carte program.
- **B.** The FSMC may offer a choice of reimbursable menu pattern meals, subject to approval of the System.
- **C.** The FSMC shall promote maximum participation in the Child Nutrition Programs.
- **D.** The FSMC shall purchase condiments and utensils as needed for the program.
- E. The FSMC shall use the System facilities for the preparation of food to be served.
- F. All a la carte items served by the FSMC shall be approved by the System in advance of sale.
- **G.** All a la carte prices shall be established by the System based upon recommendation of the FSMC.
- **H**. The FSMC shall sell on the premise only those foods and beverages authorized by the System and only at the times and places designated by the System.
- I. Neither the System nor the FSMC shall authorize the sale or service of non-competitive foods pursuant to the program regulations as defined by local, state, or federal governments.
- J. The FSMC shall work with the System's School Health Leadership/Wellness Committee to design menu offerings that are low in fat content, nutritious, and promote participation in the school lunch program. The North Reading Public Schools Wellness Policy is included in Appendix 3 for your reference.

16. <u>MENUS</u>

- A. The FSMC shall provide cycle menus for distribution ten days (10) prior to the preparation and service of foods.
- B. The FSMC shall not sell or dispense or include in any of its services, any of the following: alcoholic beverages, tobacco products, foods disallowed by the U. S. D. A. and any other food item deemed inappropriate by the System.
- C. The FSMC shall post the menus on a monthly basis at least **ten days prior** to the start of the next month on the district web site and they should be sent to the local newspaper as needed or as requested by the System. The System currently uses the Nutrislice software to publish its menus. The FSMC will be expected to continue to use the Nutrislice menu software as this program has been well received by the community. Please reference the attached link on the District website for a current version of the Nutrislice lunch menus: https://north-reading.nutrislice.com

17. FEDERALLY DONATED COMMODITIES

- A. Any federally donated commodities received by the System and made available to the FSMC shall accrue only to the benefit of the System's non-profit school food service program and shall be used therein.
- B. The FSMC shall have records available to substantiate the use of federally donated commodities in reimbursable meal pattern lunches.
- C. The FSMC shall select, accept the type and quantities of available federally donated commodities that can be efficiently used by the program, subject to the approval of the System.

- D. The FSMC shall be responsible for transportation and storage charges for federally donated commodities, if any.
- E. The FSMC shall account for and store all federally donated commodities separately from purchased commodities.
- F. Title of products purchased or processed using federally donated commodities must remain with the System. Any charges incurred by the FSMC when processing or purchasing products containing government commodities shall be paid by the FSMC and charged back to the System as a food cost. This will require a manufacturer's proof of pricing.
- G. The FSMC accepts liability caused by the FSMC negligence for claims assessed as a result of Federal/State reviews/audits corresponding with the Systems food service account period of liability.
- H. The Food Service records pertaining to the North Reading Public Schools operation will be maintained at the North Reading Public Schools while this contract is in effect, and during the required retention period.

18. CONTRACT REQUIREMENTS AND PROCURMENT

- A. All 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.
- B. The FSMC will provide the following services in relation to commodity foods:
 - 1. Preparing and serving meals
 - 2. Ordering or selection of donated foods, in coordination with the recipient agency in accordance with 7 CFR 250.52.
 - 3. Storage and inventory management of donated foods in accordance with 7 CFR 250.52.
 - 4. 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.

19. CREDITING FOR, AND USE OF, DONATED FOODS

- A. 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).
 - 1. Including the value of donated foods contained in processed end products if the FSMC's contract requires the FSMC 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.
- B. 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 only bill the recipient agency for net allowable costs.
 - 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

C. 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 food service.

20. STORAGE AND INVENTORY MANAGEMENT OF DONATED FOODS

- A. 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.
- B. If the contract terminates, and is not extended or renewed, the food service management company must return all unused donated foods, including but not limited to ground beef, ground pork, and processed end products to the recipient agency.
- C. 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 that must also be included in the request for proposal

- 1. A statement that the food service management company must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in the school year, and including the value of donated foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a).
- 2. The method used to credit the recipient agency for donated foods shall be crediting by disclosure, which will occur on billing documents submitted each month.
- 3. The 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.
- The FSMC should ensure the recipient agency that the food service management company will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR 250.
- 6. The distributing agency, sub-distributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the food service management company's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
- 7. The FSMC shall will 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.

21. RECORDING KEEPING AND REVIEWS

A. The FSMC must maintain the following records relating to the use of donated foods in its contract with the recipient agency:

- 1. 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;
- 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;
- 3. Documentation of its procurement of processed end products on behalf of the recipient agency, as applicable.
- B. The recipient agency must ensure that the food service management company is in compliance with the requirements of this part through its monitoring of the food service operation, as required in 7 CFR parts 210, 225, or 226, as applicable.
- C. 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.
- D. The Food Service records pertaining to the North Reading Public Schools operation will be maintained at the North Reading Public Schools while this contract is in effect, and during the required retention period.
- E. The FSMC must assist the system annually in reviewing the Massachusetts Department of Elementary & Secondary Education (DESE) Mandatory Contract Language checklist to ensure compliance.
- F. The North Reading Public Schools will monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations.
- G. Authorized representatives of the North Reading Public Schools, the State, and USDA shall have the right to conduct on site administrative reviews of the food service operation.

22. PURCHASES

- A. The FSMC shall purchase all food and non-food commodities at the lowest price possible, consistent with maintaining quality standards. The FSMC's prices charged for any purchases to the System must be reasonable and necessary.
- B. Title to all items/products purchased by the FSMC shall remain with the System.
- **C.** The FSMC may purchase from their owned or operated subsidiary facilities, if the purchase price is lower than the prices otherwise available in the area.
- **D.** The FSMC shall honor any existing contracts if advantageous to the System.
- E. All Contracts with vendors must be signed by the School Director of Finance and Operations.
- **F.** No contracts that automatically renew are allowed.
- **G.** The FSMC must declare all vendor rebates, bill-backs, volume discounts and credits as part of the profit and loss statement.

H. The FSMC will be liable to the System for any actual losses suffered by the System, resulting directly from FSMC's negligent acts or omissions in connection with claims assessed to the System as a result of reviews or audits conducted by the USDA or the State Agency.

23. <u>USE OF FACILITIES</u>

- A. The System shall furnish, at its expense, space, light, heat, power, hot and cold water, and other utilities as are necessary for the operation of the food services to be furnished hereunder.
- **B.** The System shall make available without cost to the FSMC areas of the premises agreeable to both parties in which the FSMC shall render its services; such area or areas reasonably necessary for providing efficient food service.
- C. The System may request of the FSMC additional food service programs; However, the System reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the System's regularly scheduled lunch or breakfast periods, provided such use does not interfere with the operations of the School Lunch and/or Breakfast and/or Special Milk Programs. The System will assist in promoting the use of the FSMC's services beyond breakfast and lunch in order to improve the financial solvency of the System's Food Service Program.
- D. If the System uses the facilities for extracurricular activities before or after the System regularly scheduled meal periods, the System shall return these facilities and equipment to the FSMC in the same condition as received, normal wear and tear accepted. If the FSMC uses the facilities for extracurricular activities before or after the System regularly scheduled meal periods, the contract provisions for the Cafeteria Workers Union must be adhered to, if applicable.

24. INVENTORY, EQUIPMENT, STORAGE

- A. The FSMC shall maintain the inventory of paper goods, silverware, chinaware, glassware, kitchen utensils and other expendable operating items necessary for the food service operation.
- **B.** The FSMC shall maintain adequate storage practices, inventory and control of federally donated foods in conformance with the rules, regulations, and procedures of the U.S.D.A.
- **C.** The FSMC shall provide locks for food storage areas under its direct supervision. Keys to those locks shall be provided by the FSMC to the System.
- **D.** The System shall furnish and install, in conjunction with the FSMC, any equipment or make any structural changes needed to comply with Federal, State and local laws.
- E. All food preparation and serving equipment owned by the System shall remain on the premises of the System.
- **F.** The System shall not be responsible for loss or damage to equipment owned by the FSMC and located on the System's premises.
- **G**. The FSMC shall notify the System of any equipment belonging to the FSMC on the System's premises within ten (10) days of its placement.

- H. The System shall provide the FSMC with email and Internet access along with computers and shall own all software, data, and records stored on provided computers.
- I. The System shall provide any and all vehicle's required for the operation of the program. The System shall be responsible for the operating costs (gas, oil, maintenance, insurance, registration, etc.) for said vehicle(s) and manpower.
- J. During the term of this contract the system may provide the FSMC with a website. The content will be approved by the School Director of Finance and Operations prior to posting. No advertising will be allowed. However, the FSMC logo will be allowed to be displayed on the pages and a general information section about the company will be acceptable.

25. <u>SANITATION</u>

- **A**. The FSMC shall oversee the placement of garbage and trash in designated areas.
- **B**. The System shall contract for the removal of all garbage and trash from the designated areas.
- **C.** The FSMC shall oversee the cleaning of the kitchen area, including but not limited to freezers, refrigerators, stoves, sinks, counters, floors, tables, chairs, silverware and utensils.
- **D.** The FSMC shall operate and care for all equipment and food service areas in a clean safe and healthy condition in accordance with standards acceptable to the System and comply with all applicable laws, ordinances, regulations and rules of Federal, State and local authorities.
- E. The System shall be responsible for cleaning of ducts and hoods above the filter line and will provide an IMP (Integrated Pest Management) services as needed.
- **F.** The FSMC shall comply with all local and State sanitation requirements in the preparation of food.
- G. The FSMC shall oversee the cleaning of all tables and chairs in the dining areas.
- **H.** The FSMC shall assure the System that all schools will have at least one "**Serv-Safe**" certified food service employee at each site during normal operations.
- I. The FSMC and the System shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. The FSMC and the System shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.SC. 7602)
- **K.** Food not prepared in facilities provided by the System, but delivered for use in the Food Service Program, shall meet all State and local sanitation standards. The FSMC shall have state and local health certification for any facility outside the System's in which is shall prepare meals for use in the North Reading Public Schools, and shall maintain such health certification for the duration of the agreement.

26. <u>EMPLOYEES</u>

The FSMC shall prepare proposals based on the current structure in the System where the food service personnel are employees of the Town of North Reading. For the purposes of consistency each bidder shall use \$282,000 as the amount for District Labor costs under proposal 1, which includes the estimated contractual cost of labor for the 2019-20 school year. All Food Service

Workers and Kitchen Managers are employees of the North Reading Public Schools under a union contract. The current breakdown of part time and full time employees at each school is detailed in Appendix 4 for your reference. A copy of the current collective bargaining agreement which includes the existing salary schedule and other benefits for the food service workers is available on the System's website and can be accessed at the following link: <u>https://www.north-reading.k12.ma.us/sites/northreadingps/files/pages/food_service_contract_2016-2019.pdf</u>

- **A.** The FSMC and the System shall comply with all wage and hours of employment requirements of Federal and State Laws for any employees it may hire.
- **B.** All employees of the FSMC shall be paid in accordance with the Fair Labor Standard Act as amended and any other applicable statutes.
- **C.** The FSMC shall comply with Title VI of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Agriculture issued there under and any additions or amendments thereto.
- **D.** The FSMC shall provide Workman's Compensation for its employee(s).
- E. The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to use of System premises as established by System from time to time and which are furnished in writing to the FSMC.
- **F.** The FSMC shall maintain its own personnel policies and fringe benefits for its employee(s), subject to review by the System.
- **G.** The Food Service Director employed by the FSMC shall have a minimum of five (5) years experience working in a public school setting. This position shall consist of a 10 month work year over a minimum of 46 weeks.
- **H.** The System may request in writing the removal of an employee of the FSMC who violates health requirements or conducts himself/herself in a manner that is detrimental to the physical, mental, or moral well being of students and/or Staff of the System, as determined by the North Reading Public Schools.
- I. The FSMC shall provide the System with a recommendation of the schedule of employees, positions, assigned locations and hours to be worked, **by June 1st** of each year for the proceeding school year. Any changes or transfers of staff will need to be done in accordance with the collective bargaining agreement.
- J. All final staffing patterns shall be determined by the System after consultation and recommendations by the FSMC.
- **K.** All personnel assigned to each school shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
- L. The System will conduct criminal reference checks (CORI) on all its food service personnel. All personnel employed by the FSMC will have an approved criminal reference check performed by the System. No individual will be permitted to begin work prior to completion of the CORI check.
- **M.** The Director of Finance and Operations for the System is the primary contact with the FSMC for personnel changes and/or issues related to the Food Service Program.

27. **TRAINING**

A. The FSMC is expected to provide the required training for all food service workers. In addition, it is expected that the FSMC will train all food service workers annually about what components are required for a reimbursable meal and make sure all Type A meals meet those requirements, as well as if there is an opportunity to convert an a-la-carte meal to a Type A meal with the additional of a single item. In addition, all food service workers should be trained and educated on the nutritional value of the meals and the requirements of the contract and U.S.D.A regulations. The FSMC is responsible for nutrition education activities of all employees and personal as part of the food service program operation.

28. <u>EMERGENCY CLOSING</u>

A. The System shall notify the FSMC of any prolonged interruption in utilities of which it has knowledge.

29. LICENSES, FEES, TAXES

- A. The FSMC shall be responsible for paying all applicable taxes and fees, including but not limited to sales tax, State and local income taxes, payroll and withholding taxes.
- **B.** The FSMC shall obtain and post all applicable health permits for the System's facilities.
- **C.** The FSMC shall comply with all health and safety regulations required by Federal, State or local laws.
- **D.** The FSMC shall comply with all building rules and regulations.
- **E.** The FSMC shall have State or local health certification for any facility outside the System in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract.

F. The FSMC shall certify under penalty of perjury that it has complied with laws of the Commonwealth relating to taxes pursuant to G.L. C62C,

all S49A.

30. INCOME REIMBURSEMENT

- A. The FSMC shall receive all income from the program(s) and deposit it into the Town of North Reading school food service account.
- **B.** If reimbursement is denied as a direct result of the failure of the FSMC to comply with the provisions of this contract, the FSMC shall assume responsibility for the amount denied.

31. FINANCIAL ACCOUNTING, BOOKS, AND RECORDS

- **A.** The FSMC shall bill the System for the estimated direct costs of operation incurred at the close of each month of program operation.
- **B.** The System shall make payment within thirty (30) days to the FSMC for the direct costs of operation plus management fee, after the submission of an invoice given the funds are available and all required documentation is received in a timely fashion. Required documentation included detailed itemized monthly invoices.
- **C.** The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the System will need to meet monthly reporting responsibilities and shall submit monthly operating statements no later than the tenth calendar day succeeding the month in which

services were rendered; participation records shall be submitted no later than ten (10) working days succeeding the month in which services were rendered.

- **D.** The FSMC shall maintain records to support all allowable expenses appearing on the monthly operating statement in an orderly fashion according to expense categories.
- E. The FSMC shall provide the System with monthly statements breaking down all revenue and expense categories with each monthly invoice. The FSMC shall also provide the system with a projected budget no later than August 1st of each year, preceding the September startup of school. The budget should be by month based on an anticipated number of meals sold and required monthly expenses and revenue projections. The FSMC shall provide the system with an annual operating and loss statement. In addition, the FSMC shall provide the system with an annual profit and loss statement as part of its end of year report.
- **F.** The System will audit food, labor and other large expense items monthly as well as perform random audits on smaller expense categories. Upon request the FSMC shall provide the System with copies of all original invoices paid that are included on the monthly invoice.
- **G.** Books and records of the FSMC pertaining to the school food service operations shall be available to the System for a period of seven (7) years from the end of the fiscal year to which they pertain, for inspection and audit by both State or Federal representatives and auditors.
- **H.** All such records shall be kept on file for a period of three (3) years after the end of the school year to which they pertain, or for such other period which the Secretary of Agriculture or appropriate State officials may from time to time determine; provided, however, that if audit findings have not been resolved, the records shall be retained beyond the three (3)-year period as long as required for the resolution of the issues raised by the audit.
- I. No payment shall be made for meals that are spoiled or unwholesome at time of delivery, or do not meet the detailed specifications for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.
- J. Meal Equivalents-For the purposes of making meal count computation, the number of lunches/breakfasts/supplements served to children shall be determined by actual count. The FSMC and the District shall determine a la carte meal equivalents by dividing the a la carte revenue by the sum of the prevailing Federal and State of Massachusetts free meal reimbursement rate (currently at \$3.545 for the 2019-2020 school year).

32. LENGTH OF CONTRACT/TERMINATION

The contract shall be for one (1) year with four (4) options of one (1) year renewals for up to a total of five (5) years at the sole discretion of the System. The first year of the contract will start on July 1, 2019 and terminate on June 30, 2020.

- A. The contract may be extended by the System and FSMC under the rules and regulations prescribed by the Department of Education and Federal Regulations as prescribed by the United States Department of Agriculture, as provided for under the General Laws of Massachusetts, Chapter 30 B as adopted by North Reading Public Schools.
- **B.** Either party may terminate this contract without cause by giving 60 days written notice to the other party to terminate as of the date specified in the notice.
- **C.** Neither the FSMC nor the System shall be responsible for any losses resulting from the failure to perform any terms or provisions of this agreement, except for the payment of monies owed, if the parties failure to perform is attributable to war, riot, acts of public enemies, strikes, fires, floods, acts of God, or any acts not within the control of either the

FSMC or the System, and which, by the exercise of due diligence, it is unable to prevent. Any such occurrence shall be refereed to as a "Force Majeure".

- If, at any time, the FSMC or System shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable the System to carry out its financial obligation to the FSMC then the FMSC or the System shall have the option to terminate this Agreement by giving 10 days' written notice to the other party.
- 2. In the event of a breach of this Agreement by either the System or the FMSC the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by giving the breaching party 30 days' written notice of its intention to terminate. The right of termination referred to in this Agreement is not intended to be exclusive, and is in addition to any other rights available to either party at law or in equity. Any actions arising out of this Agreement shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof.
- 3. In accordance with 7 CFR part 210 contracts that permit all income and expenses to accrue to the food service Management Company and "cost plus a percentage of income" contracts are prohibited. Contracts that provide for fixed fees such as those that provide for a management fees established on a per meal basis are allowed.

33. FINANCIAL ARRANGEMENTS

- A. The System will be responsible for contractual agreements entered into in connection with the Programs. (i.e. vending meals to school districts or school food authorities) The System will be responsible to ensure the Food Service Program is in conformance with the North Reading Public Schools agreement under the programs.
- B. The System will retain control of the school food service account and overall financial responsibility for the program including the nonprofit food service operation.
- C. The System will be responsible for ensuring resolution of the program review and audit findings.
- D. The System will establish all prices, including price adjustments for food items served under the nonprofit school service account (e.g. reimbursable meals, a la carte service including vending machines, and adult meals).
- E. It is the desire of the System that the Food Service Program be operated on a "break-even" basis wherein all program income will be sufficient to cover all program costs. To that end, the FSMC should guarantee a break-even program to the extent at minimum a return of their management and/or administrative service fee to the System to offset the deficit.
- F. In no event, will any additional subsidy be available from the operating budget of the North Reading Public Schools to offset any unexpected program cost deficit beyond what both the System and the FSMC have agreed upon at the start of the year.
- G. In preparing their "PRICE" proposals, the FSMC should state its capabilities and approach to operating a "break-even" program and they must indicate any conditions, qualifications or financial arrangements that are required to achieve this goal.
- H. The seeking and handling of Rebates and other financial incentives offered by vendors must be reported and the credit given to the System. The Proposer must, as part of its RFP, state how these will be handled.

- I. Charges to the System for food goods and services should be reasonable and necessary for the operation of the non-profit school food service program.
- J. The FSMC must provide a breakdown of all management fees in the pricing proposal.
- K. The FSMC must provide detailed monthly invoices that itemize all costs including a breakdown of all fees charged to the System to prevent double billing.

34. FINANCING OF CERTAIN EQUIPMENT

- A. The FSMC may finance equipment for the System's Food Service Program in an amount not to exceed \$100,000. This amount may not be increased after the RFP is submitted. These monies will be primarily used for fixed assets but may be used for A & E to better design and facilitate the FSMC program.
 - i. The System will follow its usual procurement procedures for any transaction that is financed by the FSMC.
 - ii. The FSMC cannot be the vendor for any procurement that it finances for the System.
 - iii. The System shall repay any financing provided by the FSMC at the rate specified when the equipment was purchased, which sum shall be charged to the System as a Direct Cost to the food service program.
 - iv. Ownership of the equipment shall at all times remain with the System.
 - v. Any equipment costing \$5,000.00 or more must be approved in advance by the System.
- B. If the contract expires or is terminated prior to the complete repayment of the investment, the System shall, on the expiration date, or within ten days after receipt by either party of any notice of termination under this Contract, the System shall do one of the following actions:
 - i. Reimburse the FSMC the unpaid portion of the investment.
 - ii. Deliver the equipment or other items funded by the investment to the FSMC.
 - iii. Lease purchase the equipment funded by the investment from the FSMC and continue to pay the FSMC a monthly payment in the amount specified when the equipment was purchased until the balance of the investment is repaid. In this event, the System's obligation under the Lease Purchase Agreement with the FSMC shall be subject to the System's ratification of the rental agreement for each ensuring fiscal year.

35. <u>NON-PRICE PROPOSAL FORMAT</u>

The FSMC is instructed to submit its "NON-PRICE" proposal in a three-ring Binder with tabbed sections as follows:

- A. Letter of Transmittal
 - a. Point of contact
 - b. Ability to meet requirement of RFP
 - c. Acknowledgement of Addendums
- B. Executive Summary
- C. General Conditions:
 - Consent of Surety/Performance Bond
 - Certificate of Insurance
 - Proof of Visitation Schedule
 - Non-Collusion Affidavit
 - Tax-Compliance Certification

- Affirmative Action Plan
- Independent Audited Financial Report
- D. Plan of Operations to include transition plan
- E. Company Experience
- F. Operating Systems
- G. Client References
- H. Management and Support Team Organizational Chart Support Visitation Schedule Resume of Candidates (Food Service Director/Regional Manager)
- I. Employee Development
- J. Quality and Safety
- K. Nutrition
- L. Sustainability
- M. Community Involvement
- N. Menus and Promotions

36. PRICE PROPOSAL

Each "PRICE" proposal must contain the following Financial Support Schedules:

- 1. Bid Bond
- 2. Financial Budget Projections
- 3. Other Expenses
- 4. FSMC Price List
- 5. Annual Income Summary
- 6. Labor Cost Summary
- 7. Anticipated Participation Rates Summary
- 8. Financial Investments and Financial Guarantee Commitment

37. **REQUIRED CERTIFICATIONS AND DOCUMENTATION**

- A. The FSMC shall complete and submit to the SFA the United States Department of Agriculture (USDA) Certification Regarding Debarment. The Certification must accompany the additional one-year renewals.
- *B.* The FSMC must disclose lobbying activities in connection with the Food Service Program. The disclosure form must be attached to this agreement and kept on file by the System. A copy of the disclosure form must also be forwarded to the State Agency with a copy of the signed Agreement or addendum.
- C. The FSMC must sign a lobby certification regarding lobbying which conforms in substance with language in 7 CFR 3018. The certification shall be attached to this Agreement and kept on file by the system. A copy of the certification must also be forwarded to the State Agency with a copy of the signed Agreement or addendum. The Certification must accompany the additional one-year renewals.

38. **QUALITY REQUIREMENTS**

- A. Proposers must provide all of the items outlined in the RFP.
- **B.** Proposers must have been in the business of operating and managing a school food service program for a minimum of five (5) years.

- **C.** The Proposer shall hold all applicable State and Federal permits, licenses and approvals.
- **D.** The Proposer shall have a verified experience record acceptable to the North Reading Public Schools.
- E. The Proposer shall not have defaulted on any contract within five years prior to the proposal date.
- F. The Proposer shall maintain a permanent place of business.
- G. The Proposer shall have adequate personnel and equipment to perform the work expeditiously.
- H. The Proposer shall have suitable financial status to meet obligations incident to the work.
- I. The Proposer shall be registered with the Secretary of State of the Commonwealth of Massachusetts to do business in Massachusetts.
- J. The Proposer shall not have failed to perform satisfactorily on contracts of similar nature.
- **K.** The Proposer shall not have failed to complete previous contracts on time.
- L. The Proposer shall submit with the proposal the following minimum information to assist the North Reading Public Schools with evaluation of proposals:

1. Name, title, residence of parties interested in the proposed contract. If a corporation, where incorporated.

2. Number of years engaged in the business of operating and managing a school food service program

North Reading Public Schools reserves the right to reject any proposal if the foregoing requirements are not satisfied or if any other evidence fails to satisfy the owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional or qualified proposals will not be accepted.

MINIMUM EVALUATION CRITERIA

| 1. | Does Bidder currently manage a public school food Service program in New England for school districts Kindergarten through Grade 12 comparable in enrollment(2,400) to NRPS (within 10%)? | YES | <u>NO</u> |
|----|---|-----|-----------|
| 2. | Does Bidder have 5 years experience in managing Public school food service programs in New England Districts K-12 with a comparable enrollment to NRPS (Within 10%) | | |
| 3. | Has the Bidder conditioned or qualified the proposal beyond prescribed limits or instructions? | | |
| 4. | Are the following materials/documents included with the proposal: | | |
| | Bid Bond Consent of Surety Non-Collusion Statement Tax-Compliance Certification Certificate of Insurance Affirmative Action Plan Individual School Staffing Schedules Company Organization Chart On-Site Management/Administrative Chart Description of Merchandising Programs Description of Food Handling/Sanitation Program Description of Nutrition Education/Awareness Program Description of Accounting Program Qualifications & Experience of Food Service Director Client List Transition Plan 21 Day Cycle Menus (H.S., Middle, Elementary) Daily Menu Pattern (H.S., Middle, Elementary) Summary of Experience Plan of Services Audited Annual Report | | |
| | List of Personnel PoliciesSupport Staff Visitation Schedule | | |

COMPARATIVE EVALUATION CRITERIA

The following Comparative Evaluation Criteria will evaluate proposals meeting the Minimum Evaluation Criteria.

1. New England School Food Service Background:

2.

3.

| Ten (10) years or more of operating experience with Public school food service programs in New England Districts Kindergarten through Grade 12. | Highly Advantageous |
|---|---------------------|
| More than five years and less than ten years of operating Experience with public school food service programs In New England districts Kindergarten through Grade 12. | Advantageous |
| One to Five years of operating experience with public School food service programs in New England Districts Kindergarten through Grade 12. | Not Advantageous |
| Less than one year of operating experience with public School food service programs in New England Districts Kindergarten through Grade 12. | Unacceptable |
| Company Food Service Management Background: | |
| Fifteen (15) years or more | Highly Advantageous |
| Five (5) to fifteen (5) years | Advantageous |
| Two (2) to Five (5) years | Not Advantageous |
| Less than Two (2) years | Unacceptable |
| Number of School Food Service Contracts: | |
| Twenty (20) or more | Highly Advantageous |
| Fifteen (15) to nineteen (19) | Advantageous |
| Ten (10) to fourteen (14) | Not Advantageous |
| Less than ten (10) | Unacceptable |

4. Number of Food Service Contracts that have been terminated due to performance:

5.

6.

| The FSMC has indicated zero (0) accounts terminated in New England In the last five (5) years. | Highly Advantageous |
|--|----------------------|
| The FSMC has indicated having one or two accounts terminated in New England in the last five (5) years. | Advantageous |
| The FSMC has indicated having three or four accounts terminated in New England in the last five (5) years. | Not Advantageous |
| The FSMC has indicated having five or more accounts terminated in New England in the last five (5) years. | Unacceptable |
| Nutrition Education/Awareness Programs Offered by the FSMC: | |
| A. Nutritional Program | |
| The FSMC will provide a program designed especially for public school age children 10 times per year. | Highly Advantageous |
| The FSMC will provide a program designed especially for public school age children 6 to 9 times per year. | Advantageous |
| The FSMC will provide a program designed especially for public school age children 2 to 5 times per year. | Not Advantageous |
| The FSMC will provide a program designed especially for public school age children less than 2 times per year. | Unacceptable |
| B. Registered Dietician on Staff | |
| The FSMC has a registered dietician with 3-5 years' experience on staff to assist in the nutrition education program | Highly Advantageous |
| The FSMC has a registered dietician with 1-3 years experience on staff to assist in the nutrition education program. | Advantageous |
| The FSMC has 1 registered dietician on staff with less than one year experience. | Not Advantageous |
| The FSMC does not have a registered dietician on staff. | Unacceptable |
| Staff Development / Safety Training Programs (Proposer should su materials and programs that will be used.) | bmit actual training |
| Training sessions conducted 10 times per year. | Highly Advantageous |
| Training sessions conducted 6 to 9 times per year. | Advantageous |

Training sessions conducted 2 to 5 times per year. Not Advantageous

| | Training sessions conducted less than 2 times per year. | Unacceptable |
|----|--|---------------------|
| 7. | Qualifications and Experience of the Food Service Director: | |
| | A. Work Experience | |
| | More than five (5) years work experience in public school food service. | Highly Advantageous |
| | Three (3) to five (5) years work experience in public school food service. | Advantageous |
| | One (1) to Three (3) years work experience in public school food service. | Not Advantageous |
| | Less than one year's work experience in public school food service. | Unacceptable |
| | B. Educational Experience: | |
| | The food service director has a college education with a degree In a food service related program. | Highly Advantageous |
| | The food service director has a college education with a Bachelor's degree in a field other than food service. | Advantageous |
| | The food service director has taken relative courses in a food Service or related area. | Not Advantageous |
| | The food service director has no college education. | Unacceptable |
| | C. Certifications in Food Service Management Field. | |
| | The food service director is a certified school nutrition specialist Certified as a Food Management Professional and Serv-safe certified. | Highly Advantageous |
| | The food service director is pursuing relevant food service certifications And is Serv-safe certified. | Advantageous |
| | The Food service director has no relevant certifications. | Not Advantageous |
| 8. | Student Participation Rate: | |
| | The average participation rate at the proposer's comparable sites for the FY 2017-2018 school year is 51% or higher. A Comparable site is a district with a free/reduced population between 8% -11%, and total enrollment between $2,000 - 2,400$ students with 4 to 6 total sites. | Highly Advantageous |
| | The average participation rate at the proposer's comparable sites described above for the FY 2017-2018 school year is 41% to 51%. | Advantageous |
| | The average participation rate at the proposer's comparable Sites described above for the FY 2017-2018 school year is below 41%. | Not Advantageous |

9. Financial Assurances to the District:

| The FSMC will guarantee profitable program. | Highly Advantageous |
|---|---------------------|
| The FSMC will guarantee break-even program. | Advantageous |
| The FSMC will discuss financial situation. | Not Advantageous |
| The FSMC will not cover any loss. | Unacceptable |

10. School/Community Outreach:

Bidders must submit documentation of activities initiated by the Bidder during the 2017-2018 school year that reflect collaborative efforts with parents, students, and school personnel to improve food services in existing sites. Activities may include, but are not limited to, surveys, meetings with established groups, or the formation of a food service advisory committee.

FSMC was involved in such activities in at leastHighly AdvantageousFive (5) school departments or districts, at leastHighly AdvantageousFive (5) times during the 2017-2018 school year.FSMC was involved in such activities in at leastOne (1) but fewer than three (3) school departmentsAdvantageousOr districts, or at least once but fewer than (3) timesAdvantageousDuring the 2017-2018 school year.Advantageous

FSMC was not involved in such activities during the

2017-2018 school year.

Not Advantageous

INSTRUCTIONS FOR COMPLETING FINANCIAL SUPPORT SCHEDULES

These schedules must be completed for the District.

In completing the schedules, the FSMC will adhere to the following procedures:

INCOME

- **Cash Income**: Indicate all cash income (reimbursable meals, a la carte adult meals, vending machines) that will be generated by the District.
- **Rebates**: All rebates and other Manufacturer Incentives received by the FSMC must be reported monthly as a footnote on financial statements. All Rebates and other Manufacturer Incentives received by the System must be tracked on a separate line item.
- **Reimbursement Income**: Indicate all federal and state reimbursement income for free, reduced and paid meals that will be generated for the District. Use current reimbursement rates. Commodities are not to be included as reimbursement income.
- Annual Income Summary: Total Income is defined as Cash Income, Reimbursement Income, and Rebate/Manufacturer Incentives and should correspond to "Total All Income."

Expenses

Food Cost, Labor Cost Summary, Cafeteria Supplies (paper, cleaning, etc), Uniforms, Promotions, and Fees:

Indicate the cost of all of the above listed expenses that will be incurred by the District.

FINANCIAL BUDGET PROJECTIONS

(Summary from the following pages)

<u>Note</u>: This schedule must be completed for the school district and submitted with the bid. The current school population is approximately 2,400 students.

| INCOME | | Year 1 | Option Year 2 | Option Year 3 |
|-------------|--|--------|---------------|---------------|
| | Cash | | | |
| | Reimbursements Rebates/Manufactures | | | |
| | Incentives | | | |
| | Total Income | | | |
| EXPENSES | | | | |
| | Food | | | |
| | Labor | | | |
| | Management Fee | | | |
| | Other | | | |
| | Other | | | |
| | Other | | | |
| | Total Expenses | | | |
| PROFIT/LOSS | | | | |

OUR COMPANY WILL GUARANTEE THE MANAGEMENT FEE AS STATED ABOVE.

| Company Name: | | | |
|--------------------|--------|------|--|
| Address: | | | |
| City: | State: | Zip: | |
| Signature: | | | |
| Printed Name/Title | | Date | |

OTHER EXPENSES

<u>Note</u>: This schedule must be completed and submitted with the bid.

| EXPENSES | Year 1 | Option Year 2 | Option Year 3 |
|---|--------|---------------|---------------|
| Cafeteria Supplies (paper, cleaning, etc.) | | | |
| Insurance | | | |
| Telephone | | | |
| Promotions | | | |
| Office Supplies | | | |
| Uniforms | | | |
| Repairs | | | |
| Replacements (expendable equipment) | | | |
| Commodity Delivery | | | |
| Licenses | | | |
| Training | | | |
| Other: | | | |
| Other: | | | |
| Other: | | | |
| TOTAL EXPENSES | | | |
| Company Name: | | | |
| Address: | | | |
| City: | State: | Zip: | |
| Signature: | | | |
| Printed Name/Title | | Date | |

<u>**LABOR COST SUMMARY**</u> <u>Note</u>: This schedule must be completed and submitted with the bid.

| SALARIES | | Year 1 | Option Year 2 | Option Year 3 |
|-------------------------------|-----------------------------|-----------|---------------|---------------|
| | Food Services | | | |
| | Director | | | |
| | Clerk | | | |
| | Food Service Hourly | | | |
| | Wages | \$282,000 | \$287,000 | \$293,000 |
| | TOTAL SALARIES | +_0_,000 | + | |
| OTHER | | | | |
| PAYROLL/BENEFIT COSTS | | | | |
| | F.I.C.A. | | | |
| | Worker's | | | |
| | Compensation | | | |
| | Federal | | | |
| | Unemployment | | | |
| | State | | | |
| | Unemployment | | | |
| | Health Insurance | | | |
| | Life Insurance | | | |
| | Retirement/Pension Plans | | | |
| | Longevity | | | |
| | Other: | | | |
| | Other: | | | |
| | Other: | | | |
| TOTAL SALARIES AND PAYROLL | | | | |

| Company Name: | | | |
|--------------------|--------|------|--|
| Address: | | | |
| City: | State: | Zip: | |
| Signature: | | | |
| Printed Name/Title | | Date | |

ANNUAL INCOME SUMMARY

| CASH INCOME | Year 1 | Option Year 2 | Option Year 3 |
|---|--------|---------------|---------------|
| Paid Meals | | | |
| Reduced Meals | | | |
| A La Carte | | | |
| Vending | | | |
| Other | | | |
| TOTAL CASH | | | |
| | | | |
| REIMBURSEMENTS | | | |
| Paid Meals | | | |
| Reduced Meals | | | |
| Free Meals | | | |
| Discounts/Rebates/ Manufactures Incentives | | | |
| Total Reimbursements | | | |
| TOTAL ALL INCOME | | | |
| | | | |
| MEAL COUNTS | | | |
| Paid Meals | | | |
| Reduced Meals | | | |
| Free Meals | | | |
| Equivalent Meals | | | |
| | | | |
| Company Name: | | | |
| Address: | | | |

<u>Note</u>: This schedule must be completed and submitted with the bid.

| City: | _State: | _Zip: |
|--------------------|---------|-------|
| Signature: | | |
| Printed Name/Title | | Date |

ESTIMATED PARTICIPTATION RATES SUMMARY

<u>Note</u>: This schedule must be completed and submitted with the bid. Participation rates are to be filled out as a percentage rates (%).

| Participation Rates for Paid Meals | Year 1 | Option Year 2 | Option Year 3 |
|---|--------|---------------|---------------|
| Elementary Schools | | | |
| Middle School | | | |
| High School | | | |
| Total Participation Rate | | | |
| Recommended School Lunch Prices For Type A Meal | Year 1 | Option Year 2 | Option Year 3 |
| Elementary Schools | | | |
| Middle School | | | |
| High School | | | |

| Company Name: | | | |
|--------------------|--------|------|--|
| Address: | | | |
| City: | State: | Zip: | |
| Signature: | | | |
| Printed Name/Title | | Date | |

METHOD OF AWARD

All proposals will be awarded to the responsive and responsible proposal offering the highest quality system at the lowest total price to the North Reading Public Schools.

The North Reading Public Schools will determine the most advantageous proposal from a responsible and responsive Proposer, taking into consideration price and all evaluation criteria set forth in the RFP.

It is the intent of the North Reading Public Schools to accept the proposal that will best promote the public interest and is most advantageous to the North Reading Public Schools. The minimum and comparative criteria attached hereto will be used in evaluating all proposals. The FSMC must submit with their proposals information regarding said criteria.

All proposals, which contain abnormally high prices, or abnormally low prices, for any class of work, or those, which contain unbalanced proposal in any form or manner may be rejected as informal. In the event there is a discrepancy between the prices written in words and written in figures, the prices written in words shall govern. The party to whom the Contract is awarded will be required to execute the agreement within ten calendar days from the date when the notice of award is delivered to the Proposer.

PROOF OF VISITATION

Food Service Management Company Responsibility

The Food Service Management Company (FSMC) must visit all schools listed for the purpose of examining the kitchens, cafeterias, storerooms, etc., where services are to be provided. There is a mandatory pre-bid site visit scheduled for Thursday, December 27, 2018.

Note: This <u>PROOF OF VISITATION</u> sheet must be included with the proposal.

<u>SCHOOL</u>

SIGNATURE OF SCHOOL OFFICIAL

| North Reading High School 189 Park Street | |
|---|--|
| North Reading Middle School 189 Park Street | |
| Batchelder Elementary School 175 Park Street | |
| Hood Elementary School 298 Haverhill Street | |
| Little Elementary School 7 Barberry Road | |

BID PROPOSAL CERTIFICATION

The undersigned, hereinafter called the bidder, having fully familiarized himself/herself with all of the bid documents, hereby agrees and declares:

1. That prices inserted cover all labor, materials, transportation, insurance and all other necessary expenses to fulfill the conditions of the contract within the time stated.

2. Pursuant to M.G.L. Ch 62C, sec. 49A, the bidder hereby certifies that the bidder has filed all state tax returns and paid all state taxes required under law.

3. The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The following items must be completed by the Proposer.

| itle of Bid Proposal: |
|--|
| Our Company is: a corporation a partnership individually owned |
| Company Name: |
| Iumber of years in business: |
| Sumber of years doing business under this name: |
| ocial Security or Federal I.D. # |
| Company Address: |
| elephone Number: |
| y Company Official: |
| (print or type name and title) |

(signature)

NORTH READING PUBLIC SCHOOLS SHERMAN ROAD NORTH READING, MA 01864

REFERENCE FORM

PLEASE PROVIDE REFERENCES OF SIMILAR CUSTOMERS/SHOOL DISTRICTS TO WHOM YOU ARE PROVIDING THIS SIMILAR SERVICE.

YOU MUST HAVE A MINIMUM OF THREE (3).

| ADDRESS: _ | PHONE: |
|------------|--------|
| ADDRESS: _ | PHONE: |

North Reading Public Schools 2018-19 Current Enrollment By School Location

| School Location | Address | Current Enrollment |
|------------------------------|----------------------|--------------------|
| Batchelder Elementary School | 175 Park Street | 432 |
| Hood Elementary School | 298 Haverhill Street | 350 |
| Little Elementary School | 7 Barberry Road | 323 |
| Middle School | 189 Park Street | 540 |
| High School | 189 Park Street | 752 |
| Total Current Enrollment | | 2,397 |

North Reading Public Schools 2019-20 Projected Enrollment By School Location

| | | Projected |
|------------------------------|----------------------|------------|
| School Location | Address | Enrollment |
| Batchelder Elementary School | 175 Park Street | 430 |
| Hood Elementary School | 298 Haverhill Street | 344 |
| Little Elementary School | 7 Barberry Road | 326 |
| Middle School | 189 Park Street | 542 |
| High School | 189 Park Street | 748 |
| Total Current Enrollment | | 2,390 |

| North Reading Public Schools | | | | |
|---------------------------------|--------------|---------------|---------------|-------------------|
| School Location | Lunch 1 | Lunch 2 | Lunch 3 | Operating Days |
| Batchelder Elementary School | 11:35- 12:05 | 12:15 - 12:45 | 1:00-1:30 | 168 |
| Hood Elementary School | 11:15-11:45 | 12:00-12:30 | 12:45-1:15 | 168 |
| | | | | |
| Little Elementary School | 11:15 -11:45 | 12:00- 12:30 | 12:45-1:15 | 168 |
| | 11:09 -11:35 | 11:40-12:05 | 12:10 - 12:35 | 171 |
| Middle School | 11.09-11.35 | 11.40-12.05 | 12.10 - 12.35 | 171 |
| High School | 11:35-11:55 | 12:00 -12:20 | 12:25 – 12:45 | 171 |
| | | | | |

INSTRUCTIONAL PROGRAM

HEALTH AND WELLNESS

The North Reading Public Schools recognize the importance of creating a school environment and culture that promotes health and wellness in students and staff. The overall health and wellness of students and staff contribute to the general well-being, mental and physical capacity and learning ability of each student and allows them to fully participate in the educational process. The School Department has the responsibility to equip students with the knowledge, skills and habits that will contribute to life-long health and wellness.

The North Reading Public Schools will develop, adopt and implement a broad plan for a comprehensive school wellness program. The wellness program for students will be designed to respond to demonstrated needs and support child and adolescent development. The plan will include specific learning goals and objectives for health, nutrition and physical education and include activities and programs designed to promote student and staff health and wellness. The plan will also establish nutrition guidelines and regulations that are consistent with the Child Nutrition Act, the National School Lunch Act, the Healthy, Hunger-Free Kids Act of 2010, and comply with the current U.S. Department of Agriculture guidelines for Americans.

The comprehensive school wellness program will incorporate the following components:

<u>Health Education</u>: A comprehensive and sequential program of health education that is designed to promote healthful living, wellness and safety and teach positive decision making will be offered in all grades K-12. The health education program will be an integral part of a coordinated school health program and be consistent with the Massachusetts State Frameworks.

<u>Physical Education</u>: A sequential, developmentally appropriate physical education curriculum will be offered to all students in grades K-12. Consistent with the Massachusetts Curriculum Frameworks, the program will help to develop the knowledge, skills and attitudes necessary to foster a life-long respect for the importance of physical activity. Physical education will be taught by well-prepared specialists who are certified by the state to teach physical education and offered to students on a regular basis.

<u>Nutrition and Food Services</u>: Students will be provided with the knowledge and skills to make healthy choices about nutrition. The School Lunch Program will comply with the standards set by the Child Nutrition Act, the National School Lunch Act, and the Healthy Hunger-Free Kids Act of 2010. Additionally, the schools will aim to comply with the current US. Dept. of Agriculture guidelines for Americans including vending machines, a la carte, beverage contracts, fund-raisers, concession stands, student stores and other activities that involve food. The School Lunch Program will ensure that profit generation will not take precedence over the nutritional needs of students and will aim to be self-supporting.

<u>School Health Services</u>: The programs, policies, protocols and services to appraise, protect and promote health and wellness are provided to all students and staff and coordinated by the school nurses, physician and Office of Pupil Personnel Services.

<u>Counseling and Psychological Services</u>: Coordinated by the Office of Pupil Personnel Services, ongoing assessment of psychological / counseling needs of the school community will be conducted through a variety of means including at-risk surveys, collaboration with community agencies and appropriate staffing.

<u>Healthy School Environment</u>: School facilities and environment are designed to promote health and wellness of students and staff through a variety of programs, practices and policies and are managed through a systematic, environmental management system. Programs designed to build a positive school environment and support student and staff safety will be offered.

<u>Health Promotion for Staff</u>: Programs on health and wellness are offered to staff on an ongoing basis. Programs will include professional development and employee assistance and wellness programs.

<u>Family and Community Involvement</u>: Frequent communication is made to parents on topics related to student health and wellness. Community forums on health-related topics and parent education are offered on a regular basis. Support is provided to students and staff through formal and informal networks and partnerships between the school and various community and regional agencies.

The Superintendent will organize a Comprehensive School Health and Wellness Advisory Committee that will oversee the development, implementation and evaluation of the comprehensive school wellness program. Membership on the School Health and Wellness Advisory Committee will be drawn from the School Department, parents, students and community. Furthermore, the Superintendent will report on benchmark indicators of health and wellness on an annual basis.

Legal References: Child Nutrition Act National School Lunch Act Healthy, Hunger-Free Kids Act of 2010

First Reading June 12, 2006 Approved June 26, 2006 Revised, First Reading February 11, 2013 Approved March 4, 2013

Typical Weekly Staffing

| School | Employee Type | Number of Hours Per Week | |
|------------|----------------------|--------------------------|--|
| | | | |
| Batchelder | Food Service Worker | 20 | |
| | Food Service Worker | 20 | |
| | Food Service Lead | 27.5 | |
| Hood | Food Service Lead | 23.75 | |
| | Food Service Worker | 23.75 | |
| Little | Food Service Worker | 22.50 | |
| | Food Service Lead | 25.0 | |
| Middle | Food Service Worker | 30 | |
| | Food Service Worker | 27.5 | |
| | Food Service Worker | 22.5 | |
| | Food Service Worker | 22.5 | |
| High | Food Service Worker | 25 | |
| | Food Service Worker | 22.5 | |
| | Food Service Worker | 22.5 | |
| | Food Service Worker | 27.5 | |
| | Cook Manager (HS/MS) | 40 | |
| Other | Driver | 20 | |
| | Subs | 8 | |