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**Request for Proposal**

**Food Service Management Company (FSMC) for**

**School Food Service Program**

**Cost Reimbursable**

**Request for Proposal**

**And**

**Contract**

**RFP Reference Number: EPSD.DISTRICT.2026.0002**

**RFP Release Date: May 5th 2026**

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**RFP Issued By:**  
East Providence School District  
1998 Pawtucket Ave East Providence RI 02914  
Alexandra Gonzalez  
Finance Director

**401-270-8243**

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The Food Service Management Company hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits or, otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By accepting this assurance, the Food Service Management Company agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferee, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Foods Service Management Company.

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## **Section 1. INTRODUCTION**

The School Food Authority (SFA), is seeking sealed proposals for the management of its School Food Service Program for school year 2026-2027, with options for renewal of four (4) periods of one (1) year each.

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

## **Section 2. REQUEST FOR PROPOSAL**

### **2.1 Legal Notice**

No intent should be construed from this legal notice that the SFA intends to enter into a contract with any party for alternative food service unless, in the sole opinion of the SFA, it is in the SFA's best interest to do so.

The SFA reserves the right to accept or reject without prejudice, any or all proposals or to waive any irregularities therein, or to accept the proposal deemed to be in the best interests of the SFA. The SFA shall not be held responsible for any expense incurred in the preparation or subsequent presentation of the Food Service Management Company's (FSMC) response to this RFP.

### **2.2 Request for Proposal**

The purpose of this request is to provide for the successful operation of a nutritious, quality Food Service Program in the East Providence School District. The FSMC will assume responsibility for the efficient management of the East Providence School District's Food Service Program including purchasing, receiving, storing, setting up cafeteria lines, counter service, dining room service, clean-up, sanitation, training, hiring and supervising personnel, and presenting food in a way that produces optimum student participation. This responsibility will include the FSMC's adherence to all rules and regulations of USDA and the RIDE, and the proper use of federally donated commodities. This proposal assumes that current meal prices will be maintained, unless otherwise requested by the East Providence

School District. The organization or individual responding to this request will be referred to as the FSMC and the Contract will be between the FSMC and East Providence School District (hereinafter referred to as the SFA).

The Business Office of the SFA is the issuing office of this document and all subsequent addenda relating to it. Specifications may be obtained by calling the Business Office at Telephone Number. 401-270-8243.

The information provided herein is intended to assist the FSMCs in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested FSMCs with sufficient and detailed information to submit competitive proposals meeting minimum requirements but is not intended to limit proposals' content or exclude any relevant or essential data.

The RFP attachments are intended to provide interested contractors with necessary information on the current and projected operation of the SFA's School Food Service Program and, in some cases, include required templates that must be completed by the FSMC in order to be considered fully responsive to this RFP.

### **2.3 Basic FSMC Requirements**

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

1. The FSMC must be of sufficient size and have the necessary expertise to furnish the resources needed to manage, and continuously improve, the SFA's School Food Service operation. The following qualifying data must be submitted by each contractor along with the sealed proposal:
  - a. In accordance with R.I. Gen Laws 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority to do so from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
  - b. The FSMC must have done business for five (5) consecutive years or more with SFAs. In lieu of organizational experience, staff expertise must be demonstrated.
  - c. Any interested company must presently be operating a minimum of five (5) successful School Food Service Programs, at least one of which must be of the size and population of the SFA. In lieu of organizational experience, staff expertise must be demonstrated.

- d. Any interested FSMC shall furnish the SFA an acceptable bid guarantee in the form of a bid bond or certified check in the amount of SFA inserts percentage of total contract value) percent (0%) of the total contract value. The certified check will be returned to all unsuccessful FSMCs upon award of the Contract.
  - e. Any interested FSMC must be willing to provide a performance bond from a company licensed in Rhode Island in the amount of SFA inserts percentage of Performance Bond percent (20 %) of the total contract value, should it be awarded. A surety letter from an acceptable bonding or surety company indicating ability to obtain the bond must be included with the pre-qualification data. This performance bond will guarantee the vendor's faithful performance of all terms of the Contract throughout the life of the Contract.
  - f. Annual audited financial statements for the past three consecutive years for the bidding entity and parent company, if any, must be included with the proposal.
  - g. By placing a bid, the interested company certifies acceptance of the SFA's criteria for selection.
  - h. Additionally, the bidder must comply with all other local bid requirements.
2. The FSMC must have extensive involvement and experience in School Food Services in the following fields or be able to demonstrate comparable competency. Development of model programs in these areas may be advantageous:
- a. Designing facilities
  - b. Selecting and procuring food service equipment
  - c. Nutrition
  - d. Menu planning
  - e. Purchasing of local foods
  - f. Fresh foods scratch cooking
  - g. Increasing student participation while complying with the RI Nutrition Requirements and USDA meal pattern regulations
  - h. On-site production
  - i. Quality control
  - j. Employee supervision
  - k. Staff management training

- l. Employee motivation and positive involvement
  - m. Marketing
  - n. Public relations
  - o. Financial Management Systems
3. The FSMC must specify a point of contact to act as Resident District Manager to direct the School Food Service Program and to implement the cooperatively agreed upon upgrades. The District Manager and a Food Service Director must be identified by Date.
  4. The FSMC must describe how it will comply with requirements to provide detailed participation and financial data to the SFA on a monthly and annual basis, in conjunction with the Net Cash Resource reporting requirements. The FSMC will meet with the SFA monthly to review progress towards district level fiscal, participation, and programmatic goals.
  5. To the extent possible, hourly food service employees currently employed by the SFA or the current FSMC will be retained by the FSMC. Staffing levels and assignments are to be recommended by the FSMC and approved by the SFA.
  6. The FSMC shall recommend hours and the number of positions needed at each feeding site in order to meet national standards in food service for meals served per labor hour.
  7. The SFA's School Food Service Program should be a self-sufficient operation. Funds to pay for consulting and management services and upgrade costs must come from present reserves and economies of increased meal participation.
  8. All proposals shall be valid and may not be withdrawn for sixty (60) days after submission.
  9. Allowable Costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates, and other applicable credits accruing to or received by the FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.
  10. The FSMC must exclude all Unallowable Costs from its billing documents and certify that only Allowable Costs are submitted for payment and records have been established that maintain the visibility of Unallowable Costs, including directly associated costs in a manner suitable for contract cost determination and verification.
  11. The FSMC's determination of its Allowable Costs must be made in compliance with the applicable USDA Departmental and Program regulations and Office of Management and Budget (OMB) cost circulars.

12. The FSMC must identify the amount of each discount, rebate, and other applicable credit on its invoices presented to the SFA for payment and individually identify the amount as a discount, rebate or in the case of other applicable credits, the nature of the credit, on no less than an Accounting Period basis.
13. The FSMC must maintain documentation of costs and Discounts, Rebates and Other Applicable Credits and must furnish such documentation upon request to the SFA, RIDE or USDA.
14. The FSMC must identify the method by which it will report Discounts, Rebates and Other Applicable Credits, allocable to the SFA, as they become known during the term of the contract. The FSMC must also identify those that are not reported prior to the conclusion of the Contract and receive approval from the SFA prior to issuing its first invoice of the Contract period.

## **2.4 Pre-Proposal Meeting and Site Visit**

A pre-proposal meeting will be held at East Providence School District, Administrative Offices, 1998 Pawtucket Ave East Providence RI 02914 on 5/19/26 at 2:00 PM. Attendance at the pre-proposal meeting is strongly encouraged but is not mandatory.

## **2.5 Proposal Submission and Award**

Deliver the complete proposal package in a sealed envelope labeled as follows:

- Addressed to the **Business Office** of the **East Providence School District**  
At 1998 Pawtucket Ave, East Providence, RI 02908
- Clearly marked "**SCHOOL FOOD SERVICE PROGRAM PROPOSAL**"
- RFP ID number "**EPSD.DISTRICT.2026.0002**"
- Original or Copy (as applicable)
- Envelope number (i.e., 1 of 3)
- Date
- FSMC's Name and Address

Submit one (1) original and three (3) copies of the complete Proposal package and (1) digital copy on a Flash Drive.

A copy of the proposal must be received by 10:00 AM Friday, June 5th 2026. Any proposals en route, either in the mail or other locations in the SFA's offices, will not be considered timely and are ineligible for consideration. The proposal must be received at the office of the:

**Business Office, East Providence School District  
ATTN: Alex Gonzalez  
1998 Pawtucket Ave, East Providence, RI 02908**

- 5/5/26 Request for Proposals (RFP) Issued
- 5/19/26 2:00 PM AM Pre-Proposal Conference at East Providence School District, Business Office, 1998 Pawtucket Ave East Providence RI 02914. Site visitations immediately following the pre-proposal conference.
- 5/20/26 10:00 AM Questions Due
- 5/22/26 Answers to Questions Provided
- 6/5/26 10:00 AM Proposal Deadline
- 6/5/26 10:00 AM Proposal Opening
- 6/5/26 Review and Evaluation of Proposals
- 6/9/26 Anticipated Approval of Contract by School Committee
- 7/1/26 Anticipated Start Date of Selected FSMC

Public opening will be at 10:00 AM on June 5th, 2026, at East Providence School District, Business Office, 1998 Pawtucket Ave East Providence RI 02914

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

By requesting a copy of the RFP and subsequent submission of a Proposal, the FSMC agrees that during the period following issuance of the Proposal and prior to notification of intent and/or award of the contract, the FSMC will not discuss this procurement with any party except the designated contact person identified in this RFP.

The SFA reserves the right, at any time after opening and prior to award, to request from any FSMC, clarification, address technical questions, make site visits, review past performance, or seek or provide other information regarding the FSMC's proposal. This process may be used for such purposes as providing an opportunity for the FSMC to clarify the Proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility of the FSMC. The SFA will not consider information received if the information materially alters the content of the Proposal or alters the type of goods and services the FSMC is proposing to the SFA. An individual authorized to legally bind the FSMC shall sign responses to any request for clarification.

The SFA reserves the right to contact provided references and other references to assist in Proposal evaluation, to verify information contained in the Proposal, and to discuss the FSMC's qualifications including capabilities and performance under other contracts.

The following procedure outlines the steps for filing and resolving bid protests related to the FSMC contract procurement. This process is designed to ensure fairness, transparency, and timely resolution of any concerns raised during the bidding process.

1. Notice of Protest: Any FSMC who wishes to protest the award or proposed award of the contract must submit a written notice of protest to the SFA's Finance Director within five (5) business days of the contract award announcement.
2. Submission Requirements: The written protest must clearly identify the specific grounds for the protest, Include all relevant supporting documentation, and state the relief being sought by the protesting party.
3. Review Process: Upon receipt of a valid protest, the Finance Director will review the submission and may request additional information from any involved party. The review will be conducted promptly to minimize disruption to the procurement process.
4. Decision and Notification: The Business Office will issue a written decision within five (5) business days of receiving the protest. The decision will be provided to all interested parties and will include findings and any actions to be taken.
5. Appeal: If the protesting FSMC is dissatisfied with the SFA's decision, a written appeal may be filed with the Superintendent within three (3) business days of receiving the decision. The Superintendent will review the appeal and issue a final determination within seven (5) business days.
6. Contract Suspension: The school district reserves the right to suspend the contract award pending resolution of the protest and any subsequent appeal. In the event that food service operations must continue before a final decision is rendered, the East Providence School District will exercise its discretion in cooperation with the Rhode Island Department of Education (RIDE), Child Nutrition Programs in the Office of Health and Wellness, to ensure uninterrupted meal service to students.
7. Final Resolution: The Superintendent's determination shall be final and binding. No further administrative remedies will be available following the Superintendent's decision. Protesters retain the right to pursue any legal remedies available outside of this administrative process.

## **Proposal Format**

The Proposal sections should be aligned to the following listing:

Letter of Transmittal  
Executive Summary  
Experience, References, and Service Capability  
Financial Condition  
Personnel Management and Training  
Innovation and Promotion of the School Food Service Program  
Involvement of Students, Staff, and Patrons  
Menu Selection, Uses of Commodities, Food Quality, and Portion Size  
Cost Information  
Bid Guarantee and Performance Bond  
Statement of Commitment

### **Proposal Section A: Letter of Transmittal**

The Letter of Transmittal should include:

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

### **Proposal Section B: Executive Summary**

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

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

### **Proposal Section C: Experience, References, and Service Capability**

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

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

#### **Proposal Section D: Financial Condition**

1. Describe the procedures used by the FSMC for the following:
  - a. Inventory control and management, including purchasing.
  - b. Method of collecting, reconciling, and reporting sales.
  - c. Internal controls surrounding cash on hand.
  - d. Internal audit procedures.
  - e. Detail of all reports available and their use.
2. Provide examples of the reports available to the SFA and the frequency of reporting. List other assistance that will be provided to the SFA.
3. Provide sample of monthly invoice to the SFA.
4. Describe how the FSMC will comply with requirements to provide detailed participation and financial data to the SFA on a monthly and annual basis, and to meet

with the SFA monthly to review progress towards district level fiscal, participation, and programmatic goals.

### **Proposal Section E: Personnel Management and Training**

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

### **Proposal Section F: Innovation and Promotion of the School Food Service Program**

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

### **Proposal Section G: Involvement of Students, Staff, and Patrons**

1. What are the FSMC's philosophy and plans regarding involvement with students, teachers, school administrators, and parents in program evaluation and selection of menus, discussion of nutritional issues, etc.?
2. Provide specific, relevant examples of involvement effort and results, by SFA client, where applicable.

## **Proposal Section H: Menu Selection, Uses of Commodities, Food Quality, Portion Size and Reduction of Food Waste**

1. Describe the philosophy for each of the following:
  - a. Menu selection
  - b. Use of commodity foods
  - c. Procurement and use of RI-grown/locally grown produce and partnerships with local distributors
  - d. Food quality
  - e. Portion quantities
  - f. Alternate menu offerings to accommodate food allergies and/or lifestyle preferences (i.e., vegetarian meals)
2. Provide assurance of compliance with all state laws relative to recycling and composting pursuant to Chapter 18.9 of Title 23 in Rhode Island General Law.
3. What is the FSMC's experience with/commitment to reducing food waste and other sustainability efforts?

## **Proposal Section I: Cost Information**

1. List all costs and provide a detailed breakdown of all fees and charges to the SFA in the format provided.
2. Payment terms are per Section 3.6 (1-Payment for Direct Operating Costs & 2-Invoice Due Date and Interest) of this document.
3. Provide the amount of the Guaranteed Return to the SFA as described in Section 3.7 (8-Guaranteed Return) of this document using the following format. **Cost information submitted by the FSMC must be based on a Guaranteed Return that is not to exceed the annual amount of the FSMC's Management Services Fee and General Support Services Fee.**

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

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

**Proposal Section J: Bid Guarantee and Performance Bond**

1. Include with the proposal a bid bond or cashier's check in the amount of 0% of the total contract value. The cashier's check will be returned to an unsuccessful FSMC upon award of the contract.
2. Provide a surety letter of intent or its equivalent from a bonding company licensed to do business in Rhode Island that demonstrates the FSMC's ability to acquire a performance bond in the amount of 20% of the total contract value, should it be awarded.

3. Request for clarification or interpretation of this RFP must be made to the SFA in writing prior to the submission of a proposal.
4. All questions submitted to the SFA and their responses will be provided to all interested bidders.

**Proposal Section K: Statement of Commitment**

To be completed and submitted with proposal (Attachment AC).

**2.6 Proposal Evaluation**

During the Proposal evaluation process, the evaluation team may need to clarify items in an FSMC’s Proposal. As a result, the FSMC’s Proposal must include contact information for the person who will be representing the FSMC throughout the process. The FSMC should, at a minimum, provide the Proposal contact person’s name, title, address, phone number, and email address. This will need to be available upon request from the SFA. The FSMC is responsible for delivering the complete Proposal package in a sealed envelope along with the requisite copies to the correct location before the Proposal deadline.

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

Evaluation Criteria	Points Assigned
<p><b>Cost/Financial Proposal</b></p> <ul style="list-style-type: none"> <li>● Proposal with the most competitive financial package proposed will receive highest number of points; all other proposals will receive fewer points based on financial package and costs proposed.</li> <li>● Financial package includes completion of all attachments and any other information requested in this RFP, including but not limited to: Proposed Labor &amp; Fringe Benefits and Proposed Budget.</li> </ul>	<p>( 40 ) Points</p>

<p><b>Transparency of Costs and Reporting of Rebates, Discounts, and Credits</b></p> <ul style="list-style-type: none"> <li>● Evidence of FSMC procedures for inventory control and purchasing management, tracking sales, internal cash handling controls and audit procedures, sample monthly invoices which clearly exclude all unallowable costs and which identify each discount/rebate, and supplemental reports.</li> </ul>	( 15 ) Points
<p><b>Guarantees to Food Service Account</b></p> <ul style="list-style-type: none"> <li>● Points will be awarded based on how favorable the conditions of the guarantee are for protecting (minimizing loss) the school’s nonprofit food service account.</li> </ul>	( 20 ) Points
<p><b>Experience, References, &amp; Service Capability</b></p> <ul style="list-style-type: none"> <li>● Implementation of various strategies, processes, and systems to maximize school resources</li> <li>● Staffing plans and other recommendations to meet the varying needs of the SFA</li> <li>● Reference checks</li> </ul>	( 20 ) Points
<p><b>Financial Condition/Accounting Reporting Systems</b></p> <ul style="list-style-type: none"> <li>● Demonstration of financial stability</li> <li>● Demonstrated profitability of the FSMC for the last three (3) years</li> </ul>	( 20 ) Points
<p><b>Staffing Plan</b></p> <ul style="list-style-type: none"> <li>● Food Service Director (FSD) meets minimum educational requirements per USDA Professional Standards</li> <li>● FSD has proven skills in partnerships with existing clients and communities</li> <li>● FSD has prior experience in a school/district of similar size and operational complexity</li> <li>● Proposed staffing plan</li> <li>● Strategies to reduce turnover</li> <li>● Evidence of a comprehensive food handling, housekeeping, and sanitation program</li> </ul>	( 20 ) Points
<p><b>Professional Development/Training Opportunities</b></p> <ul style="list-style-type: none"> <li>● Description of annual training activities for all staff levels</li> <li>● Proposed training activities to include topics such as food safety, worker safety, civil rights, etc.</li> <li>● Description of the FSMC’s personnel and human resource philosophy</li> </ul>	( 5 ) Points
<p><b>Innovation and Promotion of the School Food Service Program</b></p> <ul style="list-style-type: none"> <li>● Description of how new food items and USDA Food items are incorporated into menu cycle</li> <li>● Demonstrated ability to increase participation including specific strategies used to increase breakfast and lunch participation at all levels</li> </ul>	( 15 ) Points

<ul style="list-style-type: none"> <li>● Evidence of successful partnerships between client and FSMC on desired initiatives</li> <li>● Demonstrated performance in promotion of the school food service program and results of past promotions</li> <li>● Innovative service programs offered that will complement and enhance the School Food Service Program (including Farm to School Program, use of local foods), increase participation, and improve the wellness of students and staff</li> </ul>	
<p><b>Involvement of Students, Staff and Parents</b></p> <ul style="list-style-type: none"> <li>● Examples of at least two (2) different engagement activities involving staff, students and/or parents</li> <li>● Examples of efforts and results regarding involvement of students, teachers, building administrators, and parents in program evaluation and selection of menus, discussion of nutritional issues, etc.</li> <li>● Samples of surveys and how results/requests were responded to and what actions were taken</li> <li>● Examples of cooperative education programs</li> <li>● Examples of FSMC’s experience with community engagement</li> <li>● Examples of FSMC’s experience of proven customer service excellence to all patrons</li> <li>● Evidence of successful communications systems and strategies to inform and engage students, teachers, administration, parents, and staff in nutritional/wellness issues</li> <li>● Support of/participation in school wellness initiatives</li> </ul>	<p>( 15 ) Points</p>
<p><b>Menu Selection, Use of USDA Foods, Food Quality, Portion Size and Food Waste Reduction</b></p> <ul style="list-style-type: none"> <li>● Demonstrated experience with: <ul style="list-style-type: none"> <li>(1) Daily entrée menu variety</li> <li>(2) Nutrition requirements</li> <li>(3) Appeal and variety</li> <li>(4) Ability to comply with or exceed the district’s nutrition policy</li> <li>(5) Alternate menu offerings to accommodate allergies and/or lifestyle preferences (i.e., vegetarian meals)</li> </ul> </li> <li>● Examples showing past successes in improving nutritional quality of school food service programs</li> <li>● Examples of incorporation of local foods into cycle menus</li> <li>● Demonstrated partnerships with local growers and distributors</li> <li>● Philosophy on scratch cooking and limiting use of processed foods</li> </ul>	<p>( 30 ) Points</p>

<ul style="list-style-type: none"> <li>● Assurance of compliance with all state laws relative to recycling and composting pursuant to Chapter 18.9 of Title 23 in Rhode Island General Law</li> <li>● Demonstrated commitment to purchase required food service products from Rhode Island-based food service companies</li> <li>● Demonstrated commitment to supporting the RI Department of Health’s “The Road to End Hunger” initiative through the donation or other repurposing of unserved food items</li> </ul>	
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**Overly Responsive Proposal**

To ensure maximum open and free competition, the FSMC’s Proposal must not be overly responsive. If the FSMC’s Proposal is deemed to be overly responsive, the Proposal may not be considered for evaluation for the Awarded Contract. When responding to the RFP, the FSMC must confine its proposal to the requirements of this RFP.

Examples of overly responsive Proposals:

- Respondent offers a guarantee which was not requested in the original RFP,
- Respondent offers incentive over and beyond those required by the RFP document (i.e., scholarships, gift cards, “free” equipment, etc.) to entice an SFA to select its Proposal for the Awarded Contract, or
- Respondent offers to provide discounts or supplement funding for Point of Sale (POS) equipment when POS equipment was not sought in the original RFP document. If such items were not required in the RFP document, then the offer would be considered overly responsive.

The Awarded Contract will be made to the highest-scoring, responsible FSMC that is both capable of providing the products and services described in this RFP and submits a responsive Proposal that can meet all specifications of the entire RFP. Goods, products, or services offered in a Proposal above and beyond what is requested in this RFP shall not be factored into the scoring evaluation. The Award Contract decision will be based on the criteria outlined in this RFP and not on any additional factors the respondent has chosen to add.

**2.7 Exceptions and Deviations**

The terms and conditions contained in this RFP will be included in the resulting Contract. The SFA does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Failure to accept the terms and conditions may result in the FSMC’s Proposal being deemed to be nonresponsive. Nonetheless, if an FSMC must take exception(s) to a specific term or condition, the FSMC

shall provide the required information for each exception in the following format and attach it to the FSMC's Proposal labeled as "FSMC's Exceptions and Deviations."

All exceptions must be approved by the SFA and reviewed and approved by RIDE prior to acceptance and Contract award by the SFA. All exceptions must be included with the FSMC's Proposal.

No exceptions or deviations will be considered after the due date of the Proposal unless allowable as described in the RFP. This includes amendments and addendums typically requested by FSMCs after the awarding of the contract, which includes additional fee structures, clarifications, and FSMC's terms and conditions. Only exceptions listed in the FSMC's Proposal will be considered for inclusion in the awarded Contract.

Format for submitting exceptions and deviations:

<b>FSMC's Exceptions and Deviations: Name of FSMC</b>					
No.	Section, Subsection, Exhibit, or other	Exception Taken	Reason for Exception	Proposed Language	Impact on Proposal Cost and/or Risk

## **2.8 Contract**

1. Severability: If any term or provision of this SFA Contract or the application thereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of this SFA Contract and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of this SFA Contract shall be valid and enforceable to the fullest extent permitted by law.
  
2. Waiver: Headings; Counterparts: A waiver of any failure to perform under this SFA Contract shall neither be construed as, nor constitute a waiver of, any subsequent failure. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation. Any exhibits or schedules referred to herein are made a part of this SFA Contract by reference, provided that in the event of a conflict between the terms of such exhibit and/or schedule and the terms of this SFA Contract, the terms of this SFA Contract shall govern. This SFA Contract may be executed in several counterparts, each of which shall be deemed an original.

3. Incorporation by Reference; Conflicts: The SFA's Request for Proposals and the FSMC's Proposal (excluding the Exceptions List) are hereby incorporated by reference into this SFA Contract (the "Contract Documents"). In the event of a conflict between the Contract Documents, the following order of precedence shall prevail:
  - a. The signed SFA Contract
  - b. The SFA's original Request for Proposal
  - c. The FSMC's Proposal (excluding the Exceptions List)
  
4. Entire Contract; Amendments: This SFA Contract and its attachments and other documents specifically incorporated by reference herein, contain the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein. All provisions of this SFA Contract shall remain in effect throughout its term unless the parties agree, in a written document signed by both parties and approved by RIDE, to amend, add or delete any provision. This SFA Contract may not be changed other than by an agreement in writing signed by the parties hereto and approved by RIDE. Email correspondence shall not qualify as a written document signed by an authorized signatory.

## **2.9 Notices**

Any notice or communication required under this SFA Contract shall be in writing and sent by United States registered or certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To SFA: Sandra Forand, Superintendent

East Providence School District

1998 Pawtucket Ave

East Providence, RI 02914

With copy to: Alexandra Gonzalez, Finance Director

East Providence School District

1998 Pawtucket Ave

East Providence, RI 02914

To FSMC:

With copy to:

All such notices shall be effective when received by the other party.

IN WITNESS WHEREOF, the parties hereto have caused this SFA Contract to be signed by their duly authorized representatives.

SFA

By:

Name (printed): David Luiz

Title: Chair, East Providence School Committee

Date:

FSMC

By:

Name (printed):

Title:

Date:

**2.10 Contract Signature Page**

This Contract is made and entered into as of this XX day of XX, 20XX by and between SFA Name, the School Food Authority (“SFA”), and Vendor Name, the Food Service Management Company (“FSMC”).

Witness:

School Food Authority:

\_\_\_\_\_

Name of SFA

East Providence School District

Name of Authorized Representative

\_\_\_\_\_

Title

\_\_\_\_\_

Date Signed

Witness:

Food Service Management Company:

\_\_\_\_\_

Name of FSMC

\_\_\_\_\_

Name of Authorized Representative

\_\_\_\_\_

Signature of Authorized Representative

\_\_\_\_\_

Title

\_\_\_\_\_

Date Signed

## **Section 3. STANDARD TERMS AND CONDITIONS**

### **3.1 Definitions and General Terms**

#### **A. Definitions**

The following capitalized terms shall have the respective meanings set forth below:

1. **Accounting Period**: The two (2) Accounting Periods of four (4) weeks each and (1) Accounting Period of five (5) weeks which occur in each quarter. Twelve (12) Accounting Periods shall constitute an accounting year.
2. **Allowable Cost**: Those direct and indirect costs of operating the Food Service Program of the SFA which are allowed in the operation of the applicable program pursuant to USDA regulations 7 CFR parts 210, 215, 220, 225, 226 and 2 CFR Part 200, Subpart E, "Cost Principles," as applicable. Only Allowable Costs may be paid from the nonprofit food service account.
3. **Child Nutrition Programs ("CNPs")**: National School Lunch Program ("NSLP"), School Breakfast Program ("SBP"), After School Snack Program ("ASSP"), Special Milk Program ("SMP"), Summer Food Service Program ("SFSP"), Child and Adult Care Food Program ("CACFP"), Fresh Fruit and Vegetable Program ("FFVP").
4. **Contract Year**: July 1, 2026, to June 30, 2027.
5. **Direct Operating Costs**: All costs and expenses directly incurred in connection with the operation of the Food Service Program on the Premises of the SFA, net of all discounts, rebates and applicable credits accruing to or received by the FSMC or its assignee to the extent those credits are allocable to the portion of the costs billed to the SFA. Direct Operating Costs consist of invoiced amounts to the FSMC for goods (food, beverages, merchandise, supplies, and small equipment) used directly in the Food Service Program of the SFA; labor costs for non-management employees who work in the SFA's Food Service Program, i.e. salaries, wages, taxes and benefits; labor costs (reasonably allocated) for management employees of the FSMC who work directly in the SFA's Food Service Program, i.e., salaries, wages, taxes and benefits; such other costs as are directly incurred in the operation of the SFA's Food Service Program, including sales, use and other taxes on the purchase of goods for the SFA's Food Service Program, cost of utilities directly allocable to the operation of the Food Service Program, menu printing, office supplies, program promotions, stationery, postage, costs of required licenses, permits, health certifications, RI Department of Health approved food safety kitchen inspections, uniforms and linen, smallware, repair and maintenance of equipment.

6. Discounts, Rebates and Other Applicable Credits: All Discounts, Rebates and Other Applicable Credits (as defined in 7 CFR 210.2) accruing to or received by the FSMC or any assignee of the FSMC, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.
7. Equipment: Articles of nonexpendable, tangible personal property with a useful life of more than one year, and a per-unit acquisition cost of \$5,000 or more.
8. Food Service Program: The preparation, service and sale of food, beverages, goods, merchandise, and other items at the Premises. The Food Service may include the NSLP, SBP, ASSP, SMP, SFSP, FFVP, CACFP, a la carte food service and other sales.
9. Gross Sales: All sales of food, beverages, goods, merchandise, and services (including vending machines) in the Food Service Program.
10. Indirect Operating Costs: Overhead costs and expenses incurred by the FSMC and apportioned to the operation of the SFA's Food Service Program for purposes of determining a "General Support Services Fee" to be paid by the SFA to the FSMC. All indirect costs and overhead costs of the FSMC must be included in the "General Support Services Fee" and not be allocated and/or charged as additional costs or expenses to the SFA.
11. Meal Equivalent: One reimbursable "Meal Equivalent" shall be: One (1) USDA reimbursable Lunch or one (1) USDA reimbursable supper served under the CACFP or SFSP or four (4) USDA reimbursable after school snacks. Two "Reimbursable Meal Equivalents" shall be: Three (3) breakfasts.
12. Net Sales: All sales of food, beverages, goods, merchandise, and services (including vending machines) in the Food Service Program excluding sales and use taxes.
13. Premises: The SFA's food service facilities as described in Attachment N.
14. Reimbursable Meal: A breakfast, lunch, supper, or snack eligible for Federal reimbursement.
15. Surplus: The excess of Net Sales over the total of Direct Operating Costs, General Support Services Fee, and Management Services Fee.

## **B. General Terms**

1. Independent Contractor: The FSMC shall be an independent contractor and shall retain control over its employees and agents. Nothing in this SFA Contract shall be deemed to create a partnership, agency, joint venture, or landlord-tenant relationship

between the FSMC and the SFA except that the FSMC shall act as the SFA's agent pursuant to Section 3.4 (21-Purchasing).

2. Confidentiality: The SFA and FSMC agree to maintain, as confidential, any material relating to this SFA Contract for which confidentiality may properly be claimed under R.I.G.L. 38-2-1, et seq. (Access to Public Records Act) including, but not limited to, trade secrets and proprietary information. Trade secrets and proprietary information shall not include any personnel (labor costs, staffing patterns, staff scheduling for employees), financial, or other information necessary for the SFA to solicit competitive FSMC proposals at the expiration of this SFA Contract.
3. Energy Policy and Conservation Act: The SFA and FSMC shall recognize 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 (PAL. 94-163).
4. Equal Employment Opportunity: The SFA and FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), and attached to this Contract as Attachment AB.
5. Certification of Independent Price Determination: SFA and FSMC certify that the prices in the offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. The required Certification of Independent Price Determination is attached to this SFA Contract as Attachment K.
6. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulations: If applicable, the SFA and FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provision requires reporting of violations to the grantor agency and to the USEPA Assistant Administrator for Enforcement (EN-329). The Clean Air and Water Certificate is attached to this SFA Contract as Attachment L.
7. Special Functions: Special Functions shall include services such as catering or offsite meal services.
  - a. Special Functions will be billed separately, and receipts deposited to the nonprofit school food service account.
  - b. The use of USDA donated foods or processed end products containing USDA donated foods is prohibited for Special Functions conducted outside of the nonprofit school food service.

- c. The costs for Special Functions are to be separately identified in the FSMC's Accounting Period invoice to the SFA.
8. Meal Equivalent Determination: The same procedures used to determine the cost of adult meals must be used to determine a meal equivalency factors for all sales other than pattern meals (*NSFMI Financial Management Information System*, 2005, National Food Service Management Institute). In lieu of cost data, the minimum Meal Equivalent will reflect the USDA reimbursement rate for a free lunch meal, the per-meal State Match, and the per meal donated food assistance (entitlement and bonus). The Meal Equivalent will be updated for each Renewal Period. In the event the Meal Equivalent changes in any Renewal Period, the FSMC shall receive a mutually agreed upon adjustment to its General Support Services Fee and Management Services Fee to equitably compensate the FSMC for the loss of General Support Services Fees and Management Services Fees due to the change in the Meal Equivalent. The FSMC and the SFA shall use Attachment X of the Contract for the Meal Equivalent Determination Formula.
9. Inventories of Food, Beverages, and Supplies: For purposes of inventory control (protection from non-service time pilferage), and for the SFA to properly match food, beverage, and supply costs to appropriate school year revenues, the SFA and the FSMC shall jointly inventory all food, beverages and supplies, record, and value those items at the beginning and end of each Contract Year.
10. Insurance: The SFA and FSMC shall maintain insurance as follows:
  - a. Each party shall maintain workers' compensation coverage as required by State law covering all of its employees employed in connection with the Food Service Program.
  - b. The FSMC shall maintain, during the term of the SFA Contract, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than One Million Dollars (\$1,000,000) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability for third party property, Blanket Contractual Liability and Products Liability, covering only the operation and activities of the FSMC under this Contract. In the case where the SFA is a state school, the FSMC shall meet the insurance requirements set forth in the General Conditions – Addendum A, found at <https://ridop.ri.gov/sites/g/files/xkgbur616/files/documents/general-conditions-addendum-a.pdf>. The FSMC shall provide the SFA with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without thirty (30) days prior written notice of cancellations. The SFA shall be included as an additional insured under the FSMC's policies of insurance to the extent the SFA is indemnified pursuant to 10 (d) within this section. The SFA shall receive a

certificate of insurance and endorsement evidencing the SFA as an additional insured.

- c. The SFA shall maintain a system of coverage (either through purchased insurance, self-insurance, or a combination thereof) to keep the SFA's buildings, including the Premises, and all property contained therein insured against loss or damage by fire, explosion, or other cause normally covered by standard broad form property insurance.
  - d. Except as otherwise expressly provided in this SFA Contract, the SFA and FSMC shall defend, indemnify, and hold each other harmless from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence, misconduct, or other fault of the indemnifying party, its agents or employees in performance of its obligations under the SFA Contract. This clause shall survive the expiration or termination of the SFA Contract for any reason.
11. Personnel Obligations: The SFA and FSMC shall each be solely responsible for all personnel actions and all claims arising out of injuries occurring on the job with respect to employees on its respective payroll. Each party shall withhold all applicable Federal, State, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefits and deferred compensation plans, licensing fees, and worker's compensation costs and shall file all required documents and forms. Each party shall indemnify, defend, and hold the other harmless from and against any claims, liabilities and expenses related to, or arising out of, the indemnifying party's responsibilities set forth herein.
12. Special Diets: The FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' Individual Education Plans (IEPs) or 504 Plans, and those nondisabled students who are unable to consume regular meals because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the disability and need for substitutes as prescribed by a State Licensed Healthcare Professional that includes recommended alternative foods, unless otherwise exempted by USDA. Such statement shall be signed by a medical doctor or recognized medical authority. There will be no additional charge to the student for such substitutions.
13. Assignment: With written approval, the FSMC may, without being released from any of its responsibilities hereunder, assign this SFA Contract to any affiliate or wholly owned subsidiary of the FSMC as long as there is no material change to the SFA Contract.

14. Condition of Premises and Equipment: The Premises and equipment provided by the SFA for use in the Food Service Program shall be in good condition and maintained by the SFA to ensure compliance with applicable laws concerning building conditions, sanitation, safety, and health (including, without limitation, any applicable OSHA regulations). The SFA agrees to indemnify the FSMC against any liability of assessment, including related interest and penalties, arising from the SFA's breach of the aforementioned obligations, and the SFA shall pay reasonable collections expenses, attorneys' fees and court costs incurred in connection with the enforcement of such indemnity. Interest and/or penalties are not Allowable Costs of the nonprofit school food service account and would be paid out of a general fund. The SFA further agrees that any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of the SFA and shall be at the SFA's expense. This provision shall survive the expiration or termination of the SFA Contract.
15. Performance Bond: A Performance Bond from a company licensed to do business in Rhode Island in the amount of 20% shall be submitted for the first year of the term of the SFA Contract. Any Performance Bond renewal in any contract renewal year shall be determined by the SFA. If the FSMC will provide meals as part of the SFSP under this Contract, a performance bond in the amount of 10% will be required for each year that this Contract remains in effect.
16. Duties and Responsibilities Summary: The SFA and FSMC agree to allocate responsibilities as indicated in Attachment W. Attachment W details responsibilities of the parties for duties associated with the Food Service Program.
17. Gifts from FSMC: Neither RIDE nor the SFA, their officers, employees, or agents shall solicit or accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible under State law, rules, or regulations, such standards shall be applied and shall provide for appropriate penalties, sanctions, or other disciplinary actions to be imposed for violations of such standards whether by RIDE or the SFA, their officers, employees, or agents, or by the FSMC or its agents.

### **3.2 Scope and Purpose**

Purpose of Contract: This SFA Contract sets forth the terms and conditions upon which the SFA retains the FSMC to manage and operate the Food Service Program for the SFA. The SFA Contract is intended to assure a meal program that meets the best interests of the SFA and conforms to USDA, state, and local requirements in a cost-effective manner. In accordance with 7 CFR 210.16, the SFA Contract may not be amended by the SFA and/or the FSMC without the prior written approval from RIDE.

The FSMC shall operate in conformance with the SFA's Permanent Agreement/Policy Statement with RIDE for the selected program(s) listed below. The FSMC shall provide

services sufficient to operate these programs as required by this Contract. Additional program(s) may be considered in the future.

The FSMC agrees to provide all meals and services in the following Child Nutrition Programs (SFA to check all that apply):

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> National School Lunch Program (NSLP)     | <input checked="" type="checkbox"/> A la carte Sales               |
| <input checked="" type="checkbox"/> School Breakfast Program (SBP)           | <input checked="" type="checkbox"/> Adult Meals                    |
| <input type="checkbox"/> After School Snack Program (ASSP)                   | <input checked="" type="checkbox"/> Catering                       |
| <input type="checkbox"/> Summer Food Service Program (SFSP)                  | <input type="checkbox"/> Vended Meals                              |
| <input type="checkbox"/> Special Milk Program (SMP)                          | <input checked="" type="checkbox"/> Vending/Concessions            |
| <input checked="" type="checkbox"/> Fresh Fruit and Vegetable Program (FFVP) | <input type="checkbox"/> Child and Adult Care Food Program (CACFP) |

and to operate the non-profit school food service program on the “Premises” of the SFA. “Premises” are defined as the food service facilities as set forth in Attachment N.

The FSMC shall provide meals that meet the USDA and RI standards for the programs selected, as applicable.

### **3.3 SFA Objectives & Responsibilities**

#### **A. Objectives**

1. To provide appealing and nutritionally sound reimbursable breakfasts, lunches, after school snack programs and a la carte programs for students as economically as possible in a financially self-supporting School Food Service Program.
2. To promote healthy eating by compliance with 200-RICR-20-25-4 and R.I.G.L 16-21-7 by offering only healthy choices every day, in order to promote maximum utilization of the USDA National School Breakfast and Lunch Programs.
3. To engage in USDA’s Farm to School initiative in an effort to connect schools (K - 12) with RI / local farms in order to serve healthy meals using locally produced foods.
4. To maximize the use of RI-grown and locally grown, harvested, raised and/or processed food items, including but not limited to fruits, vegetables, and dairy products, whenever possible.

5. To provide a variety of fresh fruits and vegetables through the Fresh Fruit and Vegetable Program to all children in participating schools as an effective and creative way of introducing fresh fruits and vegetables as healthy snack options.
6. To promote nutritional and wellness awareness whenever the Food Service Program can interface with the SFA's educational programs, and to develop and maintain the cafeteria as a nutrition education learning environment. All posters, promotional materials messages, etc. will promote only healthy foods and positive nutrition and lifestyle habits.
7. To increase participation at all levels of our program by improving food quality at the point of service, by upgrading equipment and facilities, by seeking student and parent input, by successful menu variation and planning, by better marketing techniques, and by a strong emphasis on public relations.
8. To provide a management staff and structure that will offer adequate help, pursue continuous improvement, and ensure that the SFA's School Food Service Program is one of consistent top quality and of positive regard by students, staff, and the public.
9. To continually evaluate management structure and investigate opportunities to streamline and cooperatively share management activities among multiple districts, where appropriate.
10. To establish a formal structure to routinely and continuously gather input from Food Service Program employees to ensure the most effective and efficient operation possible.
11. To establish a formal structure to routinely and continuously gather input from students, staff, and the public about the Food Service Program.
12. To provide a financial reporting system that meets Federal, State and SFA requirements.
13. To provide the SFA Administration with monthly operating statements and information regarding the Food Service Program.
14. To reduce food waste and support state goals related to local sourcing, preventing food waste, and increasing food security as outlined in General Law Title 16 – Education Chapter 16-111 - School Waste Recycling and Refuse Disposal.

## **B. Responsibilities**

1. SFA Oversight and Access: The SFA will supervise and monitor the FSMC's daily operation of the Food Service Program with respect to all matters (including working conditions for the food service employees and safety, sanitation, and maintenance of the food service facilities). The SFA will make reasonable regulations with regard to all such matters and shall give the FSMC written notice thereof. The SFA's authorized representatives shall have access to the Premises at all times. The SFA grants the FSMC approval to use its promotional, informational, or marketing activities or materials including the names, trademarks, logos, and symbols of the FSMC at the Premises.

2. Contract Documents: The SFA retains the responsibility for preparing all contract documents. These documents include, but are not limited to, the SFA Contract and the Annual Renewal(s).
3. Conformance with the Contract: The SFA ensures that the Food Service Program is operated in conformance with all provisions of the Contract. The enforcement of all contractual agreements entered into in connection with the CNPs rests with the SFA.
4. Monitoring Responsibilities: The SFA shall monitor the Food Service Program operation through periodic on-site visits to ensure that the Food Service Program is in conformance with program regulations and that program review and audit findings are resolved. The SFA has procedures in place to monitor the FSMC's compliance with the SFA Contract and the SFA maintains documentation of its monitoring, any corrective action required, and whether corrective action was implemented. (7 CFR 210.16(a)(3))
5. Control of the Food Service Program: While the SFA may want to consider the FSMC's recommendations, the SFA shall retain control of the quality, extent, and general nature of its Food Service Program. (7 CFR 210.16(a)(4)) For example, the SFA shall:
  - a. Retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit CNPs. The SFA is required to limit expenditures from the nonprofit school food service to Allowable Costs.
  - b. Establish prices (and price adjustments) for all meals served under the nonprofit school food service account.
  - c. Convey menu adjustment requirements to the FSMC and monitor implementation of those adjustments (e.g., meal pattern changes issued by RIDE and USDA).
  - d. In the event the SFA determines a specific product/product line is necessary for its Food Service Program, it shall direct the FSMC to negotiate for such product. If within six (6) weeks, the FSMC does not secure such product, the SFA reserves the right to make such purchase and the FSMC must use such product in the SFA's Food Service Program.
6. Signature Authority: The SFA retains signature authority on the SFA's agreement to participate in the CNPs, including the SFA's free and reduced-price policy statement and the monthly Claim for Reimbursement. (7 CFR 210.16(a)(5))
7. Free and Reduced-Price Meal Process:
  - a. The SFA shall monitor the FSMC's implementation of an accurate point of service meal count system, which adheres to the SFA's Authorized Collections Procedures, as approved by RIDE. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR 245.8.

- b. The SFA shall be responsible for conducting any hearing related to determinations and verification of eligibility applications for free or reduced-price meals.
  - c. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by USDA regulations.
- 8. Health Regulations: The SFA shall maintain all applicable health certifications and ensure that all State and local regulations are being met by the FSMC in its preparation and/or service of meals on the Premises, including twice-yearly RI Department of Health approved Food Safety Kitchen Inspections. (7 CFR 210.16(a)(7))
- 9. Advisory Board/Student, Parent and Community Involvement: The SFA shall establish, maintain, and operate an Advisory Board composed of parents, teachers, and students whose activities may include menu planning, enhancements of the eating environment, program promotion, nutrition promotion and related student-community support activities, education related to good nutrition practices, and involving the school faculty and community to enhance the program. (7 CFR 210.16(a)(8))
- 10. Internal Controls: The SFA shall establish internal controls that ensure the accuracy of meal counts prior to the submission of the monthly Claim for Reimbursement.
- 11. Program Operation Oversight: The SFA shall retain control of the quality, extent and general nature of its Food Service Program including, but not limited to, the following:
  - a. The SFA shall approve any changes to the 21-day cycle menu and the 11 day a la carte rotation menu in accordance with the Rhode Island Nutrition Requirements as set forth in 200-RICR-20-25-4 ("RINR") and R.I.G.L. 16-21-7.
  - b. The SFA shall monitor compliance with the detailed specifications as set forth in Attachments T and V of this Contract.
  - c. The SFA shall not pay for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications, or do not otherwise meet the requirements of the SFA Contract.
- 12. USDA Donated Foods (Entitlement and Bonus): The SFA retains title to USDA donated foods and ensures that all USDA donated foods received by the SFA and made available to the FSMC, including processed USDA donated foods, accrue only to the benefit of the SFA's nonprofit school food service program and are fully utilized therein. This provision also applies to any refund received from the processors.
  - a. The SFA shall monitor USDA donated foods to assure maximum usage by the FSMC of the SFA's entitlement and bonus allotments.

- b. The SFA shall monitor documented savings resulting from commodity usage.
  - c. The SFA is required by regulation to take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to USDA donated foods.
  - d. Year-end reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA foods received by the FSMC during the fiscal year. The SFA reserves the right to conduct USDA donated food credit audits throughout the year to ensure compliance with regulations. (7 CFR 210.16(a)(6) and 7 CFR 250.54(c) and CFR 250.51(a)).
  - e. The SFA, distributing agency, sub-distributing agency, the Comptroller General, the Department of Agriculture, or their duly authorized representative, may perform onsite reviews of the FSMC's food service operations, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
13. Procurement Standards Compliance: The SFA must develop written procurement procedures that are compliant with federal, state, and local government procurement rules and regulations. These written procurement procedures will need to be kept on file at the SFA and made available during the SFA's procurement review.
14. RI Nutrition Requirements (200-RICR-20-25-4) Compliance: The SFA shall monitor compliance with the RI Regulations Governing Nutritional Requirements for Reimbursable Meals and Competitive Foods and Beverages; Limitation on Competitive Foods and Beverages at Meal Time as set forth in Attachment U.
15. Civil Rights Compliance: The SFA shall monitor compliance with the following, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR Parts 15, 15a and 15b; and FNS Instruction 113-1, Civil Rights Compliance Enforcement in the CNPs.
16. Buy American Provision: The SFA shall monitor compliance with the Buy American Provision (7 CFR 250) for contracts that involve the purchase of food by the FSMC. (7 CFR 210.21(d) and SP 38-2017)
17. Fresh Fruit and Vegetable Program: In the event that the SFA has opted to have the FSMC provide management services for the Fresh Fruit and Vegetable Program (FFVP), the SFA will ensure that the FFVP is operated in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable

regulations and policies, and the USDA/FNS *FFVP Handbook for Schools*, December 2010.

18. Child and Adult Care Food Program: In the event that the SFA has opted to have the FSMC provide management services for the Child and Adult Care Food Program (CACFP), the SFA will ensure that the CACFP is operated in accordance with the requirements of 7 CFR Part 226 and all applicable regulations, policies, and handbooks. The SFA will be responsible for conducting and documenting regular program monitoring visits in accordance with 7 CFR 226.16(d).
19. Summer Food Service Program: In the event that the SFA has opted to have the FSMC provide management services for the Summer Food Service Program (SFSP), the SFA will ensure that the SFSP is operated in accordance with the requirements of 7 CFR 225 and all applicable regulations, policies, and handbooks. The SFA will be responsible for conducting and documenting regular program monitoring visits in accordance with 7 CFR 225.15(d).
20. Vended Meals: In the event that the SFA has opted to have the FSMC provide vended meals as part of an “SFA to SFA” contract under the USDA Child Nutrition Programs, the SFA will be responsible for contract management and oversight of any such agreement.
21. Validation of Invoices: The SFA will:
  - a. Validate the FSMC invoices to ensure only actual and allowable expenses are billed to the non-profit school food service account prior to payment. (2 CFR 200.403 and 200.405)
  - b. Review the FSMC invoices to ensure:
    - i. the FSMC is being paid as per the contract terms,
    - ii. the value of USDA Food is credited,
    - iii. rebates, discounts, and credits for commercially purchased foods and for USDA Foods are reported and credited per the contract
    - iv. the SFA must review invoices and supporting documentation to confirm the price charged by the vendor is the “cost” paid by the FSMC to the supplier.
  - c. If the FSMC employs the food service staff, review invoices/timesheets submitted to ensure only actual work hours are billed to the non-profit school food service account and are not double billed (i.e., included in Administrative expense and operating expense, etc.).
22. Onsite Records: The SFA will maintain documentation of expenses (food, supplies, labor, invoices, etc.) provided by the FSMC.

### **3.4 FSMC Objectives & Responsibilities**

#### **A. Objectives**

1. To provide appealing and nutritionally sound reimbursable breakfasts, lunches, after school snack programs and a la carte programs (if a la carte is not applicable, please remove reference) for students as economically as possible in a financially self-supporting school Food Service Program. (7 CFR 210.16(a))
2. To promote healthy eating by compliance with 200-RICR-20-25-4 and R.I.G.L 16-21-7 and by offering only healthy choices every day, in order to promote maximum utilization of the USDA National School Breakfast and Lunch Programs.
3. To engage in RI's Farm-to-School initiative in an effort to connect schools (K - 12) with RI / local farms in order to serve healthy meals using locally produced foods.
4. To maximize the use of RI-grown and locally grown, harvested, raised and/or processed food items, including but not limited to fruits, vegetables, and dairy products, whenever possible.
5. To purchase at least ten percent (10%) of required food service product from a Rhode Island-based food service company, if possible.
6. To promote nutritional awareness whenever the Food Service Program can interface with the SFA's educational programs, and to develop and maintain the cafeteria as a nutrition and wellness education learning environment. All posters, promotional materials messages, etc. will promote only healthy foods and positive nutrition and lifestyle habits.
7. To establish and conduct management and staff training programs, which will ensure staff development, proper supervision, and consistent quality control both in production and service.
8. To operate a School Food Service Program that is self-sufficient and does not require financial support from any other source.
9. To continually evaluate management structure and investigate opportunities to streamline and cooperatively share management activities among multiple SFAs, where appropriate.
10. To provide detailed participation and financial data to the SFA on a monthly and annual basis.

11. To meet with the SFA regularly to review progress towards district level fiscal, participation, and programmatic goals.
12. To administer the FFVP at each school selected for participation by RIDE. (See Attachment N)
13. To reduce food waste by ensuring compliance with all state laws relative to recycling and composting pursuant to RI General Law Title 16 – Education Chapter 16-111 - School Waste Recycling and Refuse Disposal; provided that, food waste is separated for diversion within the SFA.
14. To donate any unserved nonperishable or unspoiled perishable food to local food banks or the Rhode Island Food Bank in accordance with the recommendations from the Rhode Island Department of Health “The Road to End Hunger” initiative, when such food products cannot be re-incorporated into future meals served under the federally funded child nutrition programs.
15. To purchase nonexpendable equipment for use in the school food service program. The specific items of equipment and/or annual equipment dollar value are attached as Attachment Y.  Not Applicable (Check the box if this does not apply)
16. To refinance the balance of the SFA’s existing loan(s) for the costs of prior purchases of nonexpendable equipment used in the school food service program. A copy of the SFA’s current Equipment Cost Loan Amortization Schedule(s) is attached as Attachment Z.  Not Applicable (Check the box if this does not apply)

## **B. Responsibilities**

1. Health Certification: The FSMC shall maintain state and/or local health certifications for any facility outside the SFA in which it prepares meals and shall maintain this health certification for the duration of the SFA Contract as required under USDA regulations 7 CFR 210.16(c) and shall comply with food safety inspection requirements as prescribed by USDA for such facilities and shall ensure that all state and local regulations are being met in such facilities. The FSMC must also meet all applicable State and local health regulations in preparing and serving meals on the Premises, including the development, adoption, and implementation of a HACCP-based food safety plan. The cost of such certifications shall be a Direct Operating Cost.
2. Health Examinations: The FSMC shall have all of its employees assigned to duty on the Premises submit to periodic health examinations, if required by law, and shall submit satisfactory evidence of compliance with all health regulations to the SFA’s medical section upon request. The cost of such examinations shall be a Direct Operating Cost.

3. RI Nutrition Requirements (200-RICR-20-25-4) Compliance: The FSMC shall comply with the RI Regulations Governing Nutritional Requirements for Reimbursable Meals and Competitive Foods and Beverages; Limitation on Competitive Foods and Beverages at Meal Time as set forth in Attachment U.
4. 21-Day Cycle Menu: The FSMC shall adhere to the 21-day cycle menu attached hereto and incorporated herein (Attachments A, B, C, D and E) for the first 21 days of meal service. Changes thereafter may be made only with the approval of the SFA. If applicable, the FSMC shall adhere to the cycle menu approved by the SFA for SFSP (Attachment D). If applicable, the FSMC shall adhere to the cycle menu approved by the SFA for the CACFP (Attachment E).
5. A la Carte Menu/Rotation Plan: The FSMC shall adhere to the attached 11-day a la carte rotation menu (Attachments A and B) for the first 11 days of meal service. Changes thereafter may be made only with the approval of the SFA.
6. Provision of Free and Reduced-Price Meals: The FSMC must offer free, reduced-price, and full price reimbursable meals to all eligible children in order to offer a la carte food service.
7. USDA Donated Foods (Entitlement and Bonus):
  - a. The FSMC shall provide the following services in relation to commodity foods:
    - i. Preparing and serving meals,
    - ii. Ordering or selection of donated foods in coordination with and the approval of the SFA in accordance with 7 CFR 250.58(a),
    - iii. Storage and inventory management of donated foods in accordance with 7 CFR 250.52,
    - iv. Payment of processing fees and/or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of donated foods in processed end products to the SFA, in accordance with subpart c of 7 CFR 250.
  - b. The FSMC must credit the SFA for the value of all donated foods received for use in the SFA's food service program in a school year (including both entitlement and bonus foods), including the value of donated foods contained in processed end products if the FSMC procures processed end product on behalf of the SFA, or acts as an intermediary in passing the donated food value in processed end products on to the SFA in accordance with the contingencies in 7 CFR 250.51(a).

- c. The FSMC shall credit for donated foods by disclosure, i.e., the FSMC shall credit the SFA for the value of donated foods by disclosing, in its billing for foods costs submitted to the SFA, the savings resulting from the receipt of donated foods for the Accounting Period. Crediting by disclosure does not affect the requirement that the FSMC shall bill the SFA only for new Allowable Costs. The FSMC shall use the USDA's list of commodity food values at the time the SFA receives the donated foods to report the value of donated foods in its disclosure of the value of donated foods on its invoices.
- d. The FSMC shall maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA donated foods.
- e. The FSMC accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods.
- f. The FSMC shall not subcontract USDA commodities for further processing. The FSMC shall not enter into the processing agreement with the processor required in subpart C of 7 CFR 250.
- g. The FSMC shall provide storage and inventory management in accordance with 7 CFR 250.52 and 7 CFR 250.14(b) and shall ensure that its system of inventory management will not result in the SFA being charged for donated foods.
- h. The FSMC shall use all donated ground beef and pork products, and all processed end products, in the Food Service Program.
- i. The FSMC shall use all other donated foods or will use commercially purchased foods of the same generic identity, or of U.S. origin, and of equal or better quality than the donated foods, in the Food Service Program.
- j. The FSMC shall procure processed end products on the SFA's behalf and shall ensure compliance with the requirements of subpart C of 7 CFR part 250 and with the provisions of the distributing and/or the SFA's processing agreements in the procurement of processed end products on behalf of the SFA and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.
- k. The FMSC shall maintain records to document its compliance with the requirements relating to donated foods in accordance with 7 CFR 250.54(b).
- l. With respect to all the activities that the FSMC will be responsible for relating to donated foods, the FSMC shall ensure that such activities will be performed in accordance with the applicable requirements in 7 CFR 250.

- m. Any extension or renewal of this SFA Contract is contingent upon the fulfillment of all contract provisions related to donated foods.
  - n. If the FSMC is to provide additional food service, such as banquets, parties, and refreshments, for meetings as requested by the SFA, USDA foods shall not be used for these special functions unless the SFA's students will be the primary beneficiaries.
  - o. If the contract terminates, and is not extended or renewed, the FSMC must return all unused donated foods, including but not limited to ground beef, ground pork, and processed end products, to the SFA.
8. Fresh Fruit and Vegetable Program: In the event the SFA participates in the USDA FFVP and has elected to have the FSMC provide management services with respect to this Program, the FSMC shall operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the USDA/FNS *FFVP Handbook for Schools*, December 2010.
9. Child and Adult Care Food Program: In the event the SFA participates in the USDA Child and Adult Care Food Program ("CACFP") and has elected to have the FSMC provide services with respect to this Program, the FSMC shall operate the CACFP in accordance with the requirements of 7 CFR Part 226. The FSMC agrees to provide the CACFP meals inclusive of milk and agrees to  deliver meals or  have meals available for pick-up (choose one and delete the other) at an agreed upon time. The meals shall be made available  unitized or  non-unitized. RIDE approval is required for non-unitized meals.  Not Applicable
10. Summer Food Service Program: In the event the SFA participates in the USDA Summer Food Service Program ("SFSP") and has elected to have the FSMC provide services with respect to this Program, the FSMC shall operate the SFSP in accordance with the requirements of 7 CFR Part 225. The FSMC agrees to provide the SFSP meals inclusive of milk and agrees to  deliver meals or  have meals available for pick-up (choose one and delete the other) at an agreed upon time. The meals shall be made available  unitized or  non-unitized (choose one and delete the other). RIDE approval is required for non-unitized meals.  Not Applicable

Vended Meals: In the event that the SFA has entered into an "LEA to LEA" agreement to vend meals under the USDA Child Nutrition Programs, the FSMC agrees to provide said meals in accordance with the reimbursable meal standards as set forth in this Agreement. The FSMC agrees to provide vended meals  inclusive or  exclusive of milk (choose one and delete the other) and agrees to  deliver meals or  have meals available for pick-up (choose one and delete the other). Vended meals shall be charged to the receiving LEA according to the prices established in

Attachment S of this Agreement. All revenues associated with vended meals shall be deposited into the SFA's non-profit foodservice account. Costs associated with the production of vended meals will be included in the monthly FSMC invoice with other allowable program costs and fees shall be charged on these meals based on the fee structure as outlined in Section 3.6 of this Contract.  Not Applicable

11. Recordkeeping/Reporting/Retention: The FSMC shall maintain records, including, but not limited to: (a) records supporting the SFA's Claim for Reimbursement; (b) cost records including, but not limited to, source documentation, supporting charges for contractually approved costs that are related to the approved annual budget (i.e., reasonable and necessary and with full disclosure of discounts, rebates and applicable credits); (c) cost breakdown of management and administrative fees if applicable, to demonstrate there is no double billing of charges; (d) time and attendance records for labor costs billed; (e) breakdown of special function costs, if applicable; (f) meal count records for meals not covered by the Claim for Reimbursement, e.g. adult meals, a la carte, etc.; and (g) revenue records broken down by source, type and category or meal or food service.
- a. The FSMC shall make all records available to the SFA upon request and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement for the fiscal year for inspection and audit by representatives of the SFA, RIDE, USDA, and the Comptroller General, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the three (3) year period until resolution of the issues raised by the audit.
  - b. The FSMC shall provide the SFA with quarterly and yearly financial reports that reconcile period revenues with period expense. In addition, the FSMC shall prepare monthly, quarterly, and annual financial reports that compare actual revenue and expenditures to the annual budget for a current status of financial condition.
  - c. The FSMC shall report Claim for Reimbursement information to the SFA promptly at the end of each month but no more than five (5) working days after the close of the preceding month.
  - d. All records pertaining to the SFA's Food Service Program are the property of the SFA and must be maintained at the SFA's Premises. Upon termination of the SFA Contract, the FSMC shall surrender to the SFA all records pertaining to the operation of the food service, including food and non-food inventory records, menus, production records, product invoices, claim documentation and financial reports. The FSMC shall not remove state or federal required records from SFA Premises at any time during the term of the SFA Contract or upon contract termination.

- e. Ability to demonstrate to the SFA that the prices charged for food, supplies, etc. are the prices charged by the supplier and the prices are reasonable and necessary.
12. Compliance with Program Regulations: The FSMC shall conduct program operations in accordance with the rules, regulations, policies, and instructions of the State of Rhode Island, RIDE and USDA and any additions or amendments thereto, including USDA regulations 7 CFR Parts 210, 215 (SMP), 220, 225 (SFSP), 226 (CACFP), 245, 250, and 2 CFR 200, if applicable.
13. Civil Rights Compliance: The FSMC assures conformity with all Civil Rights requirements applicable to the SFA.
14. Buy American Provision: The FSMC acknowledges that to the extent required by 7 CFR 250.17(e), 2 CFR Part 200, SP 38-2017, and SP 32-2019, the SFA/FSMC must, to the maximum extent practicable, purchase only domestic food and food products for the National School Lunch Program and School Breakfast Program that are produced and processed in the United States using over 51% domestic foods, by weight or volume. As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). Exceptions to the Buy American provision should be used as a last resort; however, the SFA only may approve an alternative or exception. Requests for exception must include the:
- a. Alternative substitute(s) that are domestic and meet the required specifications:
    - i. Price of the domestic food alternative substitute(s).
    - ii. Availability of the alternative domestic substitute(s) in relation to the quantity ordered.
  - b. Reason for exception: limited/lack of availability or price (include price):
    - i. Price of the domestic food or food product.
    - ii. Price of the non-domestic food or food product that meets the required specification of the domestic food or food product.
15. Claim Liability: The FSMC accepts liability caused by the FSMC’s negligence for claims assessed as a result of Federal/State review/audits, corresponding with the SFA’s period of liability.

16. Contract Work Hours and Safety Standards Act: The FSMC assures compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
17. Debarment and Suspension: This certification is attached to this SFA Contract as Attachment I as required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Sections 3017.300, Participants' responsibilities. A new certification is required for each renewal period.
18. Certification Regarding Lobbying: This certification is attached to this SFA Contract as Attachment J as required by 7 CFR Part 3018. Submission of this certification is a prerequisite for making or entering into this SFA Contract and is imposed by Section 1352, Title 31, U.S. Code. A new certification is required for each renewal period.
19. Byrd Anti-Lobbying Amendment: This certification is attached to this SFA Contract as Attachment J as required by 7 CFR Part 3018. Information requested through this form is authorized by Section 1352, Title 31, U.S. Code. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis.
20. Purchasing: The FSMC, as an authorized agent of the SFA, shall purchase and pay for, as a Direct Operating Cost, all food, supplies, and services utilized in the SFA's nonprofit food service program. Such purchases shall be made exclusively for the benefit of the SFA and shall be used solely in the SFA's nonprofit food service program. All food and related supplies purchased on behalf of the SFA shall be kept separate and apart and title thereto shall remain with the SFA at all times. All such purchases shall be made in the name of the SFA.
  - a. All Direct Operating Costs charged to the SFA shall be net of all Discounts, Rebates, and Other Applicable Credits, accruing to or received by the FSMC or any assignee of the FSMC, and these cost reductions shall be identified on the Accounting Period invoice and financial reports, as required, as a credit to the amount billed. Prompt payment discounts are excluded from the above only if the FSMC makes a purchase with its funds and receives reimbursement from the SFA (for such purchase) after the timeframe associated with the prompt payment discount.
  - b. The FSMC, as the agent of the SFA, will ensure that all procurement transactions meet any applicable procurement standards set by federal, state, or municipal regulations and policy.
  - c. The FSMC must follow written procurement procedures established by the SFA when making purchases on behalf of the SFA. The FSMC may substitute its own procurement procedures if those procedures have been provided to and approved by the SFA in writing. In this event, the FSMC's procurement

procedures, when used, must be compliant with the SFA's procurement procedures as well as be compliant with federal, state, and local government procurement rules and regulations.

- d. The FSMC will provide Accounting Period invoices that specifically comply with the USDA Procurement Requirements for the National School Lunch, Breakfast and Special Milk Programs, effective November 30, 2007, through adherence to the following provisions:
  - i. Allowable Costs will be paid from the nonprofit school foodservice account to the FSMC net of all discounts, rebates, and other applicable credits accruing to or received by the FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.
  - ii. The FSMC will exclude all Unallowable Costs from its billings and certify on each invoice that only Allowable Costs are submitted for payment by the SFA. Records must be established that maintain visibility of Unallowable Costs, including directly associated costs, in a manner suitable for contract cost determination and verification.
  - iii. The FSMC's determination of its Allowable Costs must be made in compliance with the applicable USDA Departmental and Program regulations and Office of Management and Budget ("OMB") cost circulars.
  - iv. The FSMC must identify the amount of each discount, rebate, and other applicable credit on invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit, on no less than an Accounting Period basis.
  - v. The FSMC must maintain documentation of costs and Discounts, Rebates and Other Applicable Credits, and must furnish such documentation upon request to the SFA, RIDE or USDA.
  - vi. The FSMC will identify the method by which it will report Discounts, Rebates and Other Applicable Credits, allocable to the SFA, as they become known during the term of the contract and for those that are not reported prior to the conclusion of the contract and receive approval from the SFA prior to issuing its first invoice of the contract period. The FSMC's accounting system tracks the activity of a client's account for one (1) year after the conclusion of a Contract Year, thus allowing for trailing discounts, rebates, and allowances to be paid by the FSMC to the SFA.
- e. Any silence, absence, or omission from the SFA Contract concerning any point shall be regarded as meaning that only the best commercial practices are to

prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

- f. The FSMC, as the agent of the SFA, will maximize the use of locally grown, harvested, raised and/or processed products, including but not limited to, fruits, vegetables, and dairy products, whenever possible, and when purchased by the SFA directly, such fruit, vegetables, and dairy products must be used by the FSMC in the SFA's Food Service Program.
  - g. The FSMC shall engage in RI's Farm-to-School initiative in an effort to connect schools (K-12) with RI/local farms in order to serve healthy meals using locally produced foods.
  - h. The FSMC shall produce a monthly report which document the procurement of locally grown, harvested, raised and/or processed products including the local farm source, the product(s) purchased, and the value of the products purchased on behalf of the SFA.
  - i. The prices charged to the SFA for food, supplies, services, etc. must be competitive, reasonable, and necessary and the FSMC shall, for each Accounting Period, provide documentation that the prices charged for food, supplies, services, etc. are competitive, reasonable, and necessary.
  - j. Purchases by the FSMC of beverages and snacks for use in the Food Service Program of the SFA shall comply with R.I.G.L. 16-21-7 and 200-RICR-20-25-4. To the extent that such purchases do not comply, the FSMC shall not charge the SFA for such purchases and such costs shall not constitute Direct Operating Costs.
21. Deposits: Gross Sales shall be remitted to the SFA or deposited in the SFA's nonprofit school food service account no less than weekly.
22. Employees: Management/professional and non-management Food Service employees.
- a. The FSMC shall provide qualified management/professional employees to manage the Food Service Program and supervise all employees employed therein. All non-management Food Service employees shall be employees of the FSMC or shall be converted from SFA employees to FSMC employees at any point agreed to during the initial contract term and/or any renewal period. All FSMC Food Service Employees shall be subject to the rules and regulations of the SFA while on the Premises. The SFA may assign students for work experience in Food Service operations in such numbers as are agreed upon in furtherance of the SFA's policy to provide work experience for students. The

FSMC shall supervise such students with the SFA's authorized representatives, as agent for the SFA. When possible, Food Service employees will participate in the SFA's nutrition education activities to include cafeteria/classroom instruction. The FSMC's management/professional employees will serve on the Advisory Board established by the SFA. To the extent permitted and/or required by the SFA, the FSMC's management/professional employees will attend the SFA's meetings when Food Service matters are on the agenda, or their participation is needed.

- b. The FSMC shall apply to its employees and prospective employees assigned to work on the Premises (each, an "Applicant") the minimum standards of employability set forth under R.I.G.L 16-2-18.1, relating to background checks of prospective employees, including the prohibition of employment of individuals with a record of conviction of certain enumerated offenses. In order to comply with Rhode Island law, the SFA agrees that it will coordinate the submission of fingerprint of all FSMC Applicants to the authorities delineated under Rhode Island law in order for the requisite state and national background checks to be conducted. The SFA agrees to provide to the FSMC: (a) a copy of the letter for each Applicant confirming whether disqualifying information has been discovered so that the FSMC may comply with the minimum standards of employability set forth under Rhode Island law; and (b) a copy of any criminal background report sent to the SFA at the request of the Applicant as provided for under Rhode Island law. To the extent permitted by law, the FSMC and the SFA each agree to allow the other to inspect the background check records obtained in accordance with Rhode Island law. Consistent with its Drug Free Workplace Act Policy, the FSMC shall also conduct pre-employment and reasonable suspicion drug and alcohol testing. All costs associated with the background checks and the pre-employment screenings shall be the responsibility of the FSMC and/or the Applicant.
- c. The SFA shall have final approval regarding the hiring of the FSMC's Foodservice Director.
- d. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel, including SFA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, except the Foodservice Director. The FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the FSMC.
- e. The FSMC shall require its employees to abide by the policies, rules, and regulations with respect to use of the SFA's Premises as established by the SFA and which are to be furnished in writing to the FSMC.

- f. Staffing patterns shall be mutually agreed upon by the SFA and FSMC.
  - g. The SFA may request in writing the removal of any employee of the FSMC who violates health requirements or conducts him or herself in a manner that is detrimental to the well-being of the students. The FSMC shall grant such request, provided that it is not in violation of any federal, state, or local employment laws.
  - h. The FSMC must follow all regulations related to the Professional Standards for State and Local School Nutrition Programs Personnel as required by the Healthy, Hunger-Free Kids Act of 2010. The FSMC must maintain documentation to show compliance with hiring and annual training standards. This documentation shall include, at a minimum, training hours and topics completed by the FSMC staff.
23. Point of Service (POS): The FSMC shall implement an accurate point of service count using the counting system submitted by the SFA in its application to participate in the CNPs and approved by RIDE. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students and report accurate meal counts by eligibility categories (free, reduced-price, and paid). When electronic POS systems are utilized in the Food Service Program, the FSMC shall ensure that meal claims are directly uploaded from the POS to RIDE's web-based claims system without passing through any other systems.

### **3.5 Nutrition Criteria**

#### **A. USDA Nutrition Requirements**

The School Food Service Program shall meet or exceed the minimum federal nutrition criteria as required by USDA in the SBP, NSLP, SFSP, and CACFP, as applicable.

#### **B. Rhode Island Nutrition Requirements**

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

#### **C. Snack Foods and Beverages Sold or Offered by School Food Service Operations**

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

## D. Sourcing

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

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

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

## E. Meal Format

**Option 1:** The SFA has developed the menu(s) to be used in the school Food Service Program(s); they are attached to this RFP (Attachments A, B, C, D, and E).

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

The proposed menus must meet all of the food specifications in Attachments T, U, and V.

**Option 2:** The FSMC must develop menus (to be submitted as Attachments A, B, C, D, and E) for use in the school Food Service Program(s) and attach all menus to its proposal.

The proposed menus must meet all of the food specifications in Attachments T, U, and V.

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

## **3.6 Financial Terms, Payments, and Financial Assumptions**

1. Payment for Direct Operating Costs: For each Accounting Period, the SFA will pay/reimburse the FSMC for all Direct Operating Costs less all applicable credits, discounts, and rebates. Detailed cost documentation must be submitted monthly to

support what the SFA is charged for each cost. The FSMC must exclude all Unallowable Costs from its invoices and certify that only Allowable Costs are submitted for payment and that records have been established that maintain the visibility of Unallowable Costs, including directly associated costs in a manner suitable for contract cost determination and verification. The invoice will be submitted to the SFA by the seventh (7) day following the Accounting Period being billed.

2. Invoice, Due Date and Interest: The “FSMC UCOA Invoice Template” (attachment AD) must accompany all submitted invoices with all relevant fields completed for the operating month being billed. Invoices for Direct Operating Costs shall be paid within thirty (30) days of receipt of an accurate invoice. The SFA shall pay interest on all amounts not paid when due at one (1) percent per month or the maximum contractual interest rate allowed by applicable state law, whichever is less. Such interest shall not be charged by the FSMC if the delay in payment is due to the FSMC’s failure to provide supporting documentation requested by the SFA. Any interest paid is not an Allowable Cost and must be paid out of the general fund of the SFA. Upon termination of the contract, all outstanding amounts shall become immediately due and payable.
  
3. General Support Services Fee: The SFA will pay the FSMC a General Support Services Fee on the basis of the Indirect Operating Costs incurred by the FSMC in the operation of the SFA’s Food Service Program. All Indirect Operating Costs and overhead costs of the FSMC must be included in the General Support Services Fee and may not be charged to the SFA in any other expenses. All Food Service Program expenses not defined as “Direct Operating Costs” in this Contract will be Indirect Operating Costs and included in the General Support Services Fee. Indirect Operating Costs include, but are not limited to, the following costs of the FSMC and any travel related thereto:
  - Human Resource and Labor Relations Services and Visitation
  - Legal Department Services
  - Purchasing and Quality Control
  - Technical Research
  - Costs Incurred in Hiring and Relocating FSMC Management Personnel
  - Dietetic Services (Administrative & Nutritional)
  - Test Kitchens
  - Accounting and Accounting Procedures
  - Tax Administration
  - Technical Supervision
  - Supervisory Personnel and Regular Inspection or Audit Personnel
  - Teaching or Training Programs
  - General Regional Support
  - General National Headquarters Support
  - Design Services
  - Menu Development

- Information Technology and Support
  - Payroll Documentation and Administrative Costs
  - Personnel Advice
  - Insurance
4. The SFA shall pay the FSMC a General Support Services Fee in an amount equal to \_\_\_\_ multiplied by the total of “Reimbursable Meal Equivalents” and “Meal Equivalents” served, computed for each Accounting Period, and included in the invoice for Direct Operating Costs.
  5. One “Reimbursable Meal Equivalent” shall be: One (1) lunch or one (1) USDA reimbursable supper served under the CACFP or SFSP or four (4) after school snacks. Two “Reimbursable Meal Equivalents” shall be: Three (3) breakfasts.
  6. One “Meal Equivalent” shall be the result of dividing the total of Net Sales exclusive of reimbursable meals but inclusive of cash for adult meals, a la carte food and beverage sales, milk program reimbursements, vended meals and any other special functions or meal sales by the “Meal Equivalent” dollar amount set forth in Attachment X of this Contract.
  7. Management Services Fee: The SFA shall pay the FSMC a Management Services Fee in an amount equal to \_\_\_\_ multiplied by the total of the “Reimbursable Meal Equivalents” and “Meal Equivalents” served, computed for each Accounting Period, and included in the invoice for Direct Operating Costs.
    - a. One “Reimbursable Meal Equivalent” shall be: One (1) lunch or one (1) USDA reimbursable supper served under the CACFP or SFSP or four (4) after school snacks. Two “Reimbursable Meal Equivalents” shall be: Three (3) breakfasts.
    - b. One “Meal Equivalent” shall be the result of dividing the total of Net Sales exclusive of reimbursable meals but inclusive of cash for adult meals, a la carte food and beverage sales, milk program reimbursements, vended meals and any other special functions or meal sales by the “Meal Equivalent” dollar amount set forth in Attachment X of this Contract.
  8. Guaranteed Return: The SFA and the FSMC shall work together to ensure a financially sound operation.
 

The FSMC guarantees that the SFA shall receive a Surplus of \_\_\_\_\_. If the Surplus for the Food Service Program falls short of the aforementioned amount, the FSMC shall pay the difference to the SFA, with the amount of any such payment not to exceed the total of the FSMC’s Management Services Fee and General Support Services Fee. Any Guaranteed Return received by the SFA must remain in the nonprofit food service account.

9. Fee Adjustments: Upon mutual written agreement of the SFA and the FSMC, the Management Services Fee and General Support Services Fee may be adjusted annually. Such adjustment shall be by no more than the percentage of change in the US Department of Labor, Consumer Price Index ("CPI") for February for all Urban Consumers; All Items, over the last twelve (12) months. Upon acceptance by the SFA such increase in fees shall be incorporated into any renewal of this SFA Contract.

10. Major Equipment Purchases: The FSMC (SFA must check one of the three Options):

Shall purchase equipment on behalf of the SFA as specified in Attachment Y; and/or

May purchase up to \$ in equipment dollar value per year for the Food Service Program with the contract and prior approval of the SFA; or

May Not purchase equipment (as defined in Section 3.1 of this Contract)

11. The FSMC shall be subject to the same procurement requirements to which the SFA is subject in purchasing Equipment and may not serve as a vendor when purchasing Equipment on behalf of the SFA. The SFA shall repay the FSMC at the rate agreed upon when the Equipment is purchased, which sum shall be charged to the SFA as a Direct Operating Cost of the Food Service Program. An amortization schedule will be provided to the SFA by the FSMC to document the schedule of payments. SFA payments may begin only once the equipment has been placed into service. Ownership of the Equipment will vest in the SFA immediately upon purchase of the Equipment.

If this SFA Contract expires or is terminated prior to the complete repayment of the amount owed to the FSMC for Equipment purchased, the SFA shall, on the expiration date, or within five days after receipt by either party of any notice of termination under this SFA Contract, elect one of the following options: (a) retain the Equipment and continue to make payments to the FSMC in accordance with the amortization schedule; (b) retain the Equipment and reimburse the FSMC the entire amount of the unpaid portion of the purchase price; (c) retain the equipment and the successor FSMC shall pay off the remaining amount owed, continuing the original payment schedule with the SFA; (d) deliver the Equipment to the FSMC in full release of the unpaid balance of the purchase price owed to the FSMC. The SFA shall provide the FSMC written notice of its election under this provision.

12. Refinancing of Debt on Major Equipment: At the commencement of the term of this SFA Contract, the FSMC shall pay the balance due to the prior FSMC on amortized loans for prior equipment purchases of the SFA and shall issue a loan to the SFA for the amount of said payment. Said loan shall be repaid by the SFA to the FSMC without interest, and according to the same schedule and amount of payments as were made to the prior FSMC. A copy of the amortization schedule(s) is attached hereto as Attachment Z. Payments made by the SFA to the FSMC pursuant to the amortization schedule shall be Direct Operating Costs of the Food Service Program. If this SFA Contract expires or terminates prior to full repayment, the SFA, as its option, may either pay the full balance owed (at the time of expiration or termination) or continue to make payments according to the amortization schedule(s) until such time as the loan is paid in full.  Not Applicable (Check the box if this does not apply)

13. Assumptions: Financial terms of this SFA Contract, including the Guaranteed Return, are based on existing conditions and the following assumptions. If there is a change in the following assumptions, the financial terms of the SFA Contract shall be adjusted to compensate for such change.

- a. Financial Data and Conditions. The data and information provided by the SFA to the FSMC is complete and accurate.
- b. Reimbursement rates for reimbursable meals shall not be less than the rates in effect for the prior school year.
- c. The entitlement rate of government-donated commodities received shall be as published annually in the Federal Register.
- d. The cost of wages, salary and fringe benefits for the SFA's employees, or the number of SFA's employees, shall not exceed such levels as set forth in the Projected Food Service Budget attached hereto as Attachment AA.
- e. The State and Federal minimum wage rates and taxes in effect as of July 1<sup>st</sup> shall remain consistent throughout the Contract Year.
- f. The food costs for the Contract Year shall not increase by an amount greater than 3% and a corresponding increase in the CPI published by the US Department of Labor, Bureau of Labor Statistics (1982 = 100% base period) Food Away From Home ("CPI"), or a comparable index if that index is not available, occurs during the same Contract Year.
- g. The SFA and its representatives, including, but not limited to, the SFA liaison, school principals, teachers, and SFA employees shall fully cooperate with the FSMC and its representatives in the implementation and operation of the Food Service Program and any modifications to the Food Service Program.

- h. It is the SFA's responsibility to actively collect any and all cash due from charged sales. It is the responsibility of the SFA to determine when an account has become uncollectable (bad debt) and must be written-off as an operating loss. Bad debts arising from uncollectable accounts and other claims are unallowable expenses in the nonprofit school lunch account. Related collection costs, and related legal costs arising from such debts after they have been determined to be uncollectable, are also unallowable. Any losses related to bad debts must be restored to the non-profit school lunch account using non-Federal funds.
- i. The SFA shall charge the established selling prices for any and all reimbursable and non-reimbursable meals and a la carte sales provided at all school locations set forth in the list attached hereto as Attachment N. The established selling prices for the Contract Year for lunch, breakfast, after school snack, and milk are set forth on Attachment S. To the extent the SFA decides not to charge the established selling prices for any and all reimbursable and non-reimbursable meals and a la carte sales, such as, for example, when the SFA decides to offer free breakfast for all students who attend a school location which is not designated as a Universal Free site, there shall be a corresponding adjustment to the amount of the Guaranteed Return for such uncharged amounts.
- j. Meal periods for breakfast and lunch meals during the Contract Year shall not be less than those in effect at the beginning of the Contract Year.
- k. There is no change in the SFA's policies, practices and/or service requirements that is proven to have a direct impact on the financial performance of the Food Service Operation (e.g., a high school changing from two lunch periods to one).
- l. Legislation, rules, or regulations that impact the financial performance of the nonprofit food service program shall remain constant.
- m. The meal components and quantities shall be those required under 200-RICR-20-25-4.
- n. There shall be no competitive food and beverage sales that are not part of the non-profit food service program during the meal service times.
- o. There shall be at least the following numbers of full-service days during the Contract Year in which breakfast and lunch are served at the SFA's locations participating in the National School Lunch Program and the School Breakfast Program: Elementary <> days; Middle/Jr. High <> days; and High School <> days. A listing of the SFA's locations participating in the National School Lunch

Program, the School Breakfast Program, the ASSP, the Child and Adult Care Food Program, and/or the Summer Food Service Program during the Contract Year is attached hereto as Attachment N.

- p. There shall be at least <> full-service days during the Contract Year in which ASSP and/or Child and Adult Care Food Program meals are served at the SFA's locations participating in the SFA's program as set forth in the listing attached hereto as Attachment N.
- q. The average student enrollment for the Contract Year shall be at least <>.
- r. The average daily student attendance for the Contract Year shall be at least <>. The average daily student attendance per school and the number of schools shall remain relatively constant with the average daily student attendance and number of schools from the immediately prior school year.

### **3.7 Execution and Exclusivity**

1. **Submission of the SFA Contract:** An unsigned copy of the SFA Contract will be submitted no later than June 1<sup>st</sup> to RIDE's Office of Statewide Efficiencies, Child Nutrition Programs, for its review and approval. After RIDE approves the SFA Contract (as required under 7 CFR 210.16), the SFA shall submit a fully executed copy to RIDE no later than June 30, 2026.
2. **Submission of Renewals:** An unsigned copy of the Annual Renewal of the SFA Contract (the "Annual Renewal") will be submitted no later than May 1<sup>st</sup> of each successive year to RIDE's Office of Statewide Efficiencies, Child Nutrition Programs, for its review and approval. After RIDE's approval, a fully executed copy of the Annual Renewal will be submitted to RIDE no later than June 30<sup>th</sup> of each successive year.
3. **Food Service Exclusive:** The SFA grants the FSMC the exclusive right to operate the nonprofit school Food Service Program on or from the Premises. This applies only to the operation of those federally funded Child Nutrition Programs as outlined in this Contract and for which the SFA retains control. For SFA-sponsored functions that are not part of the nonprofit school food service program, the FSMC shall have the first option to provide such food service.

### **3.8 Restrictive Covenants**

1. Agreement Not to Hire: The SFA shall not solicit to hire, or hire, or make any agreement with, or permit the employment in any operation providing Food Service, any person who has been an FSMC salaried employee providing Food Service within one (1) year after said employee terminates employment with the FSMC or within one (1) year after expiration or termination of this SFA Contract for any reason. The SFA acknowledges and agrees that the FSMC's salaried employees have acquired special knowledge, information, skills, and contacts as a result of being employed with and trained by the FSMC. If the SFA hires or makes any agreement with or permits the employment of any such FSMC salaried employee, in any operation providing Food Service within the restricted period, it is acknowledged and agreed by the SFA that the FSMC shall suffer damages and the SFA shall pay the FSMC as liquidated damages an amount equal to the FSMC salaried employee's annual gross management salary. This sum has been determined to be reasonable by both parties after due consideration of all relevant circumstances. This provision shall survive the expiration or termination of this SFA contract.
  
2. Trade Secrets and Proprietary Information: During the term of this SFA Contract, the FSMC may grant to the SFA a non-exclusive right to access certain proprietary materials of the FSMC including menus, signage, Food Service program surveys and studies, software (both owned by and licensed to the FSMC) and similar compilations regularly used in the FSMC's business operations ("Trade Secrets"). Trade Secrets and/or Proprietary Materials shall not include personnel (labor costs, staffing patterns, staff scheduling for employees), financial information and other information necessary for the SFA to solicit competitive FSMC proposals at the expiration of this Contract.

The SFA shall not disclose any of the FSMC's Trade Secrets or disseminate any Proprietary Materials directly or indirectly, during or after the term of this SFA Contract. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All Trade Secrets and Proprietary Materials shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon the expiration or termination of the SFA Contract. The SFA shall not use any confusingly similar names, marks, systems, insignia, symbols or procedures and methods. Without limiting the foregoing, the SFA specifically agrees that all software associated with the operation of the Food Service Program, including without limitation, menu system, food production systems, accounting system, and other software, are owned by or licensed to the FSMC and not the SFA. Furthermore, the SFA's access or use of such software shall not create any right, title, interest, or copyright in such software, and the SFA shall not retain such software beyond the expiration or termination of this SFA Contract. In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive the expiration or termination of this SFA Contract for any reason.

### **3.9 Term and Termination**

**Term:** The term of the SFA Contract is one (1) year, commencing on July 1, 2026 and continuing until June 30, 2027. The SFA Contract is renewable for four (4) periods of one (1) year each upon mutual, written agreement of the SFA and FSMC, unless terminated earlier as hereinafter provided. Any renewal of the SFA Contract must be approved by RIDE in accordance with Section 3.7-2 (Submission of Renewals).

1. **Termination for Cause:** If the FSMC breaches a material provision of this SFA Contract, the SFA shall give the breaching party written notice specifying the default. The breaching party shall have thirty (30) days to remedy the default. If the default is not corrected within the thirty (30) day timeframe, the SFA shall have the right to terminate this SFA Contract by giving the breaching party sixty (60) days prior written notice of its intention to terminate the Contract. The right of termination referred to herein is not intended to be exclusive and is in addition to any other rights available to the SFA at law or in equity.
2. **Termination for Convenience:** The SFA may terminate this SFA Contract at any time upon fifty (50) days prior written notice to the FSMC of its intention to terminate the Contract.
3. **Force Majeure:** Neither the SFA, nor the FSMC, shall be liable to the other for failure or delay in performance due to a cause not reasonably foreseen by, beyond the control of, and without the fault or negligence of the party declaring a force majeure event; provided that the party declaring a force majeure event shall have used its best efforts to avoid such failure or delay in performance, minimized the impact thereof, and given prompt written notice to the other party when first discovered, fully describing its probable effect and duration. In such event of excusable delay or non-performance, the SFA shall have the right at its option and without liability to cancel by notice to the FSMC any and all portions of FSMC's performance so affected and to take such other action as may be necessary. The SFA may, after ascertaining the facts and the extent of the delay, extend the time for completing performance when the facts so justify and amend the timetable accordingly. The SFA shall not be liable for any increased costs, including price escalation, beyond the performance or delivery date, due to a force majeure event. Force majeure shall not include a FSMC's financial distress or the financial distress of FSMC's parent, subsidiary, affiliated or associated company; claims or court orders that restrict FSMC's ability to deliver the goods, products or services contemplated by the Contract; strikes; labor unrest; supply chain disruptions; FSMC's subcontractor's or supplier's financial distress, conduct, negligence or default; or, as otherwise set forth within the Contract and associated documents.

4. Nonperformance Sanctions: In the event the FSMC violates or breaches the terms and conditions of this SFA Contract, or if the breach is one that constitutes "Cause", but the SFA does not elect to give notice of termination, the SFA shall give the FSMC written notice specifying the default. The FSMC shall have thirty (30) days to remedy the default. Should the FSMC fail to remedy the default, the SFA in writing may impose the following sanctions: (a) for the first violation, a written reprimand; (b) for the second violation, a written reprimand and a penalty of \$1,000.00 (c) for the third and each additional violation, a written reprimand and a penalty of \$5,000.00. For the purposes of the foregoing, a single breach means an event of the same or similar kind or numbers or personnel, equipment, students, or meals involved. The breach or violation will be multiplied by the number of days or other units of time over which the breach or violation extends from the date of written notice if not corrected in the first thirty (30) days).

### **Section 4. List of Attachments**

Attachment & Title		Completed by	
		SFA	FSMC
A	Proposed Breakfast Menus	Refer to Section 3.5 (E), "Meal Format"	
B	Proposed Lunch Menus		
C	Proposed Afterschool Snack Program Menus (if applicable)		
D	Proposed Summer Food Service Program Menus (if applicable)		
E	Proposed Child and Adult Care Food Program Menus (if applicable)		
F	Copies of the SFA's Wellness Policy	X	
G	Current and Projected School Calendar	X	
H	Contract Work Hours and Safety Standards Act		X
I	Debarment & Suspension (Executive Orders 12549 and 12689)		X
J	Byrd Anti-Lobbying Amendment		X
K	Independent Price Determination Certification	X	X
L	Clean Air Act and the Federal Water Pollution Control Act	X	X
M	Most Current Year End Food Service Financial Report	X	
N	Premises	X	
O	Enrollment, Average Daily Participation & CEP	X	
P	Current Point of Sale (POS) System	X	
Q	Current Labor Roster & Fringe Benefits	X	
R	Proposed Labor Roster & Fringe Benefits		X
S	Established Selling Prices	X	
T	USDA Food Specifications	X	
U	Rhode Island Nutrition Requirements – 200-RICR-20-25-4	X	
V	SFA Food & Product Specifications (if applicable)	X	
W	Duties & Responsibility Summary	X	
X	Meal Equivalent Formula	X	
Y	Equipment Purchase(s) Specifications (if applicable)	X	
Z	Current Equipment Cost and Loan Amortization Schedule (if applicable)	X	
AA	Proposed Budget		X
AB	Equal Employment Opportunity		X
AC	Statement of Commitment		X

AD	FSMC UCOA Invoice Template	x	
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**Attachment A - Proposed 21 Day Cycle Menu Template-Breakfast/A la Carte**

SFA or FSMC to insert proposed menus for both elementary and for secondary school settings.

**Attachment B - Proposed 21 Day Cycle Menu Template-Lunch/A la Carte**

SFA or FSMC to insert proposed menus for both elementary and for secondary school settings.

**Attachment C - Proposed 11 Day Cycle Menu-Afterschool Snack Program**

SFA or FSMC to insert proposed menus for both elementary and for secondary school settings.

**Attachment D - Proposed SFSP Breakfast, Lunch/Supper, Snack Menus**

SFA or FSMC to insert proposed menus for both elementary and for secondary school settings.

**Attachment E - Proposed CACFP Breakfast, Lunch/Supper, Snack Menus**

SFA or FSMC to insert proposed menus for both elementary and for secondary school settings.

**Attachment F - SFA's Wellness Policy**

SFA to insert current Wellness Policy and wellness initiatives.

**Attachment G - Current and Projected School Calendar**

SFA to insert current school year and projected school year calendar.

**Attachment H - Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (H) above, when federal funds are expended, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

Proposer Certification, Item H (Contract Work Hours and Safety Standards Act):

**YES, I agree to the above.** (Initial: \_\_\_\_\_)

**NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)

**Attachment I – Debarment & Suspension (Executive Orders 12549 and 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended, Vendor certifies that during the term of an award, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Proposer Certification, Item I (Debarment & Suspension):

- YES, I agree to the above.** (Initial: \_\_\_\_\_)
- NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)

## **Attachment J – Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

### **Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, when federal funds are expended, Vendor certifies that during the term and after the awarded term of an award, that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Proposer Certification, Item J (Byrd Anti-Lobbying Amendment):

**YES, I agree to the above.** (Initial: \_\_\_\_\_)

**NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)

**Attachment K - Independent Price Determination Certification**

\_\_\_\_\_ (FSMC) and East Providence School District (SFA) shall execute this Certificate of Independent Price Determination.

- (A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
  - (1) The prices in this offer have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offer or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offer or to any competitor; and
  - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not submit, an offer for the purpose of restricting completion.

(B) Each person signing this offer on behalf of \_\_\_\_\_ certifies that:

- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, an any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, \_\_\_\_\_, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

\_\_\_\_\_  
SIGNATURE OF  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the offer referred to above.

_____	_____	_____
SIGNATURE OF SFA's	TITLE	DATE
AUTHORIZED REPRESENTATIVE		

NOTE: Accepting a bidder's offer does not constitute award of the contract.

**Attachment L - Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (U.S.C. 1251-1387)**

Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (L) above, when federal funds are expended, Vendor certifies that during the term of an award, the Vendor agrees to comply with all applicable requirements as referenced in Federal Rule above.

Proposer Certification, Item L (Clean Air Act and Federal Water Pollution Control Act):

- YES, I agree to the above. (Initial: \_\_\_\_\_)
- NO, I do NOT agree to the above. (Initial: \_\_\_\_\_)

**Attachment M - Current Year End Food Service Financial Report**

See Excel worksheet to complete Attachment M.

**Attachment N - Premises**

See Excel worksheet to complete Attachment N.

**Attachment O - Enrollment, Average Daily Participation & CEP**

See Excel worksheet to complete Attachment O.

**Attachment P - Current POS System**

See Excel worksheet to complete Attachment P.

**Attachment Q - Current Labor Roster & Fringe Benefits**

See Excel worksheet to complete Attachment Q.

**Attachment R - Proposed Labor Roster & Fringe Benefits**

See Excel worksheet to complete Attachment R.

**Attachment S - Established Selling Prices**

See Excel worksheet to complete Attachment S.

**Attachment T - Minimum USDA Food Specifications**

See Excel worksheet for Attachment T.

**Attachment U - RI Nutrition Requirements 200-RICR-20-25-4**

See Excel worksheet for Attachment U.

**Attachment V - Additional SFA Food & Product Specifications**

See Excel worksheet to complete Attachment V.

**Attachment W - Duties & Responsibility Summary**

See Excel worksheet to complete Attachment W.

**Attachment X - Meal Equivalent Formula**

See Excel worksheet to complete Attachment X.

**Attachment Y - Equipment Purchase(s) Specifications**

See Excel worksheet to complete Attachment Y.

**Attachment Z - Current Equipment Cost & Loan Amortization Schedule**

See Excel worksheet to complete Attachment Z.

**Attachment AA - Proposed Budget**

See Excel worksheet to complete Attachment AA.

**Attachment AB – Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (AB) above, when federal funds are expended on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Proposer Certification, Item AB (Equal Employment Opportunity):

- YES, I agree to the above.** (Initial: \_\_\_\_\_)
- NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)

**Attachment AC – Statement of Commitment**

To: SFA

To Whom it may Concern:

The undersigned represents that this proposal is made in good faith, without fraud, collusion, or connection of any kind with any other bidder for the same Food Services Management Company Contract. The undersigned agrees that they are informed fully in regard to the specifications relating to the Food Service Management Company Contract so designated, and have made their own examinations and estimates and from them makes this proposal.

The undersigned understands that the SFA reserves the right to waive any formalities and to reject any and all proposals or any part thereof and/or accept any bid of part thereof, or to select a bidder whose proposal is not the lowest, which it considers to be in the best interest of the SFA.

With the above understanding, the undersigned proposes to conform to the requirements as listed in the Request for Proposal and Contract and to comply in all aspects with said specifications for the sums stated.

Name of Company

Address of Company

Telephone Number/E-mail

Signature of Authorized Representative	Title	Date

**Attachment AD – FSMC UCOA Invoice Template**

See Excel worksheet. SFA to insert required FSMC UCOA Invoice Template.