

Request for Proposal



Food Service Management Company (FSMC) for School Food Service Program Cost Reimbursable

Request for Proposal And Contract

RFP Reference Number: 23-24-04

RFP Release Date: Date

Contract Number: 97190

**RFP Issued By:
Exeter-West Greenwich Regional School District
940 Nooseneck Hill Road
West Greenwich, RI 02817
Patricia Ruizzo
Director of Administration
401-397-5125**

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 2024-2025, 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 Exeter-West Greenwich Regional School District. The FSMC will assume responsibility for the efficient management of the SFA'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 SFA. The organization or individual responding to this request will be referred to as the FSMC and the Contract will be between the FSMC and the Exeter-West Greenwich Regional 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 401-397-5125.

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 5 percent (%) 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 10 percent (%) of the total contract value, should it be awarded. A surety letter from an acceptable bonding or surety company indicating ability to obtain the bond must be included with the pre-qualification data. This performance bond will

guarantee the vendor's faithful performance of all terms of the 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 July 1, 2024.

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 the Administration Building, 940 Nooseneck Hill Road, West Greenwich, RI 02817 on April 1, 2024 at 2:00 pm. Attendance at the pre-proposal meeting is strongly encouraged but is not mandatory.

A meeting with interested FSMCs to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials will be on April 3, 2024 at 2:00 pm at the Administration Building, 940 Nooseneck Hill Road, West Greenwich, RI 02817. All FSMCs that intend to respond to this RFP are strongly encouraged to attend the pre-proposal meeting and site visit. Pre-proposal meeting and site visit will occur during normal operating hours in order to provide FSMCs optimal information needed to make a competitive proposal.

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 SFA Administration Building, 940 Nooseneck Hill Road, West Greenwich, RI 02817 Clearly marked "**SCHOOL FOOD SERVICE PROGRAM PROPOSAL**"
- RFP 23-24-04 SCHOOL FOOD SERVICE PROGRAM PROPOSAL
- 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.

A copy of the proposal must be received by April 17, 2024 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:

Director of Administration, 940 Nooseneck Hill Road, West Greenwich, RI 02817

03/18/2024 Request for Proposals (RFP) Issued
04/01/2024 2:00 PM Pre-Proposal Conference at Exeter-West Greenwich Regional School District ~ Administration Building, 940 Nooseneck Hill Road, West Greenwich, RI, 02817; site visitations immediately following the pre-proposal conference
04/08/2024 Questions in Writing Due
04/10/2024 Answers to Questions Provided
04/17/2024 2:00 pm Proposal Deadline
04/17/2024 2:00 pm Proposal Opening
04/24/2024 Review and Evaluation of Proposals
05/14/2024 Anticipated Approval of Contract by School Committee
07/01/2024 Anticipated Start Date of Selected FSMC

Public opening will be at 2 pm on April 17, 2024 at the Administration Building, 940 Nooseneck Hill Road, West Greenwich, RI 02817

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.

Bid Protest Procedure

This document describes the procedure for protesting or complaining about any procurement of services, materials or supplies by the EXETER - WEST GREENWICH REGIONAL SCHOOL DISTRICT. A protest or complaint may be filed by a party who has responded to an invitation for bids (IFB), a Request for Proposal (RFP) or a request for quotes (RFQ). Protests must be filed within seven days after the protesting party knew or should have known of the facts giving rise to the protest. However, no protest will be accepted that is filed more than seven days after the date the contract is awarded. All parties who submitted a bid will be notified of the award via email at the same time. Untimely protests will be dismissed. The date of filing is the date the protest is received by the EXETER - WEST GREENWICH REGIONAL SCHOOL DISTRICT. A protest must be in writing and mailed to the Director of Administration, 940 Nooseneck Hill Road, West Greenwich, RI 02817. Each protest must specify the reasons the protesting party believes the solicitation or award was improper. Issues not detailed in the written protest are deemed waived and may not be raised on appeal. The protesting party may submit any documents or information deemed relevant. If the contract has been awarded, the Director of Administration shall notify the successful bidder or contractor of the protest. If the protest is received before the contract is awarded and substantial issues are raised by the protest, all bidders who appear to have a substantial and reasonable prospect of winning the award shall be notified of the protest and the reasons for the protest and they may file documentation with the EXETER - WEST GREENWICH REGIONAL SCHOOL DISTRICT in writing within five days after receipt of notice of the protest. Within fifteen (15) days of the receipt of a protest, the Director of Administration must submit a written response to the protesting party. The response may include any documents or information the Director of Administration deems relevant to the protest. Within ten (10) days of the date of the response, the protesting party may file a written reply. The Director of Administration shall review the protest and any response or reply. The Director of Administration may also request and review any additional documents or information deemed necessary to render a decision. Unless an extension of time has been agreed to, the Director of Administration shall issue a written determination stating the reasons for the decision within 60 days of the date the protest was filed. If it is determined that the solicitation or award was contrary to the provisions set forth, the Director of Administration may as part of the decision, cancel or change the solicitation; reject all bids or proposals or those parts of the bids or proposals which were affected by the violation; or change or cancel the award to comply with the law. If the decision is made after execution of the contract and the contractor did not act fraudulently or in bad faith: the contract may be ratified provided it is determined by the Solicitor that to do so is in the best interest of the EXETER - WEST GREENWICH REGIONAL SCHOOL DISTRICT; the contract may be revised to comply with the law with the consent of all parties; the contract may be cancelled. If it is determined the contractor has acted fraudulently or in bad faith, the contract may be declared void; revised to comply with the law with the consent of all parties; ratified, provided the Solicitor determines it is in the best interest of the EXETER - WEST GREENWICH REGIONAL SCHOOL DISTRICT and without prejudice to the EXETER - WEST GREENWICH REGIONAL SCHOOL DISTRICT's right to damages. The EXETER - WEST GREENWICH REGIONAL SCHOOL DISTRICT will

send a copy of the decision to the protesting party and any other person determined to be affected by the decision.

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 3.6 (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)
<u>Required Proposal</u> 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.	General Support Services Fee per Meal Equivalent: \$.00 Management Services Fee per Meal Equivalent: \$.00

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 Percent (5%) 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 10% 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
Cost/Financial Proposal <ul style="list-style-type: none"> 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. Financial package includes completion of all attachments and any other information requested in this RFP, including but not limited to: Proposed Labor & Fringe Benefits and Proposed Budget. 	(20) Points
Transparency of Costs and Reporting of Rebates, Discounts, and Credits <ul style="list-style-type: none"> 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. 	(10) Points
Guarantees to Food Service Account <ul style="list-style-type: none"> 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. 	(10) Points
Experience, References, & Service Capability <ul style="list-style-type: none"> Implementation of various strategies, processes, and systems to maximize school resources Staffing plans and other recommendations to meet the varying needs of the SFA Reference checks 	(5) Points
Financial Condition/Accounting Reporting Systems <ul style="list-style-type: none"> Demonstration of financial stability Demonstrated profitability of the FSMC for the last three (3) years 	(10) Points
Staffing Plan <ul style="list-style-type: none"> Food Service Director (FSD) meets minimum educational requirements per USDA Professional Standards FSD has proven skills in partnerships with existing clients and communities FSD has prior experience in a school/district of similar size and operational complexity 	(10) Points

<ul style="list-style-type: none"> • Proposed staffing plan • Strategies to reduce turnover • Evidence of a comprehensive food handling, housekeeping, and sanitation program 	
Professional Development/Training Opportunities <ul style="list-style-type: none"> • Description of annual training activities for all staff levels • Proposed training activities to include topics such as food safety, worker safety, civil rights, etc. • Description of the FSMC's personnel and human resource philosophy 	(10) Points
Innovation and Promotion of the School Food Service Program <ul style="list-style-type: none"> • Description of how new food items and USDA Food items are incorporated into menu cycle • Demonstrated ability to increase participation including specific strategies used to increase breakfast and lunch participation at all levels • Evidence of successful partnerships between client and FSMC on desired initiatives • Demonstrated performance in promotion of the school food service program and results of past promotions • 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 	(10) Points
Involvement of Students, Staff and Parents <ul style="list-style-type: none"> • Examples of at least two (2) different engagement activities involving staff, students and/or parents • 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. • Samples of surveys and how results/requests were responded to and what actions were taken • Examples of cooperative education programs • Examples of FSMC's experience with community engagement • Examples of FSMC's experience of proven customer service excellence to all patrons • Evidence of successful communications systems and strategies to inform and engage students, teachers, administration, parents, and staff in nutritional/wellness issues • Support of/participation in school wellness initiatives 	(5) Points
Menu Selection, Use of USDA Foods, Food Quality, Portion Size and Food Waste Reduction <ul style="list-style-type: none"> • Demonstrated experience with: <ul style="list-style-type: none"> (1) Daily entrée menu variety (2) Nutrition requirements (3) Appeal and variety 	(10) Points

<p>(4) Ability to comply with or exceed the district's nutrition policy</p> <p>(5) Alternate menu offerings to accommodate allergies and/or lifestyle preferences (i.e., vegetarian meals)</p> <ul style="list-style-type: none"> • Examples showing past successes in improving nutritional quality of school food service programs • Examples of incorporation of local foods into cycle menus • Demonstrated partnerships with local growers and distributors • Philosophy on scratch cooking and limiting use of processed foods • 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 • Demonstrated commitment to purchase required food service products from Rhode Island-based food service companies • 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 	
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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:

FSMC's Exceptions and Deviations: Name of FSMC					
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: Director of Administration Exeter West Greenwich Regional School District
940 Nooseneck Hill Road West Greenwich, RI 02817

With copy to: Superintendent of Schools Exeter West Greenwich Regional School District
940 Nooseneck Hill Road West Greenwich, RI 02817

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): _____

Title: _____

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

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, 2024, to June 30, 2025.
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 10% 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):

☒ National School Lunch Program (NSLP)

☒ A la carte Sales

- | | |
|--|--|
| <input checked="" type="checkbox"/> School Breakfast Program (SBP) | <input type="checkbox"/> Adult Meals |
| <input type="checkbox"/> After School Snack Program (ASSP) | <input type="checkbox"/> Catering |
| <input type="checkbox"/> Summer Food Service Program (SFSP) | <input type="checkbox"/> Vended Meals |
| <input type="checkbox"/> Special Milk Program (SMP) | <input type="checkbox"/> Vending/Concessions |
| <input 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 the state's "Relish Rhody" food strategy.

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 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 Chapter 18.9 of Title 23; 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 (choose one and delete the other). 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
11. 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
12. 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.
13. 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.
14. Civil Rights Compliance: The FSMC assures conformity with all Civil Rights requirements applicable to the SFA.
15. 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.
16. 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.
17. 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).
18. 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.
19. 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.
20. 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.
21. 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.

22. Deposits: Gross Sales shall be remitted to the SFA or deposited in the SFA's nonprofit school food service account no less than weekly.

23. 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.
24. 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.

OR

The FSMC guarantees that the SFA shall incur a deficit of no more than <>. If the deficit for the Food Service Program is greater than 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)

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.

11. 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
12. 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 1st 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 180 days; Middle/Jr. High 180 days; and High School 180 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 0 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 1577.
- r. The average daily student attendance for the Contract Year shall be at least 1496. 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 1st 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, 2024.
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 1st 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 30th 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, 2024 and continuing until June 30, 2025. 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	

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 Exeter-West Greenwich Regional 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 AUTHORIZED REPRESENTATIVE	_____ Director of Administration TITLE	_____ DATE
--	--	---------------

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.

8705: School Health and Wellness

The Exeter-West Greenwich School Committee, acting in compliance with RI Department of Education Regulation R16-21-SCHO, and Section 2010 of the Healthy, Hunger-Free Kids Act of 2010, has written in this policy the requirements for a comprehensive health and wellness program in each district school.

I. Proclamation

The Exeter-West Greenwich School Committee herein directs the superintendent to establish a district-wide health and wellness program in accordance with this policy. The program shall be developed and formulated by a school health and wellness subcommittee, which shall have broad school district and community representation. The Exeter-West Greenwich School District's health and wellness program shall promote the general health & well-being of employees and students. The district supports the standards and practices that promote and ensure a healthy school environment for students' wellness and achievement. EWG recognizes that improved health optimizes student and staff performance.

II. Scope of Policy

This policy sets forth the:

- Required contents of the district health and wellness program,
- Organization of the health and wellness subcommittee,
- Description of the subcommittee's work,
- Assistance and support available from the Rhode Island Departments of Health and Education, and The Rhode Island Healthy Schools Coalition,
- Encompasses current guidelines/laws that address a variety of components of a supportive environment and a comprehensive wellness program,
- Responsibilities of the school committee, principals and superintendent to implement and report-out the subcommittee's recommendations.

III. Health and Wellness Program

The district's health and wellness program shall promote the general health and well-being of employees and students. The EWG School District promotes healthy schools by supporting wellness, good nutrition, and regular physical activity as part of the total learning environment where children learn and participate in positive dietary and lifelong wellness behaviors. Schools facilitate learning through the support and promotion of good nutrition and physical activity. Improved health optimizes student performance. *This policy aligns with the Healthy, Hunger-Free Kids Act of 2010.* Parental involvement will be encouraged. The program shall be structured within new policies and strategies that strengthen and increase the K-12 health and physical education curriculums and instruction. The school health and wellness subcommittee shall develop such policies and strategies. The components of the Wellness Plan will include Physical Education & Health, Nutrition Promotion, Standards, environment, fundraising, Teacher-to-Student

Acknowledgements & Incentives, Staff Wellness, Community Awareness, Implementation, Evaluating and Reporting.

IV. Subcommittee Composition and Organization

The school health and wellness subcommittee shall have the following members:

- A school committee member, The Superintendent (or designee),
- A school administrator(s), A representative from Council 94, A school nurse-teacher(s), A health and physical education teacher(s), School food service representative, student(s) parent(s), and community representative(s).
- The superintendent (or designee), within the first month of each school year shall organize the school district component of the subcommittee and solicit the required community volunteers; with the subcommittee thus formed, the superintendent, in coordination with the school committee member, shall convene a subcommittee meeting to formulate rules for proceeding including meeting schedules, determining a quorum for conducting business, and appointing a recording secretary. The Health and Wellness subcommittee shall meet at least quarterly. R.I.G.L 16-21-28.

V. Subcommittee's Responsibilities:

The health and wellness subcommittee shall be responsible for, but not limited to, the development of policies, strategies and implementation plans that meet the requirements of the child nutrition and WIC reauthorization act of 2004 and section 2010 of the Healthy, Hunger-Free Kids Act of 2010.

During the development of its recommendations, the subcommittee may call on the resources of the R.I. Departments of Health & Education and the Rhode Island Healthy Schools Coalition for technical assistance and support on best practice, professional development on coordinated school health issues, suggested initiatives, and the sharing of information on the activities of other district subcommittees.

The school district will engage students, parents, teachers, food service professionals, health professionals and other interested community members in developing, implementing, monitoring & renewing the district's wellness policy. The subcommittee shall forward its recommendations regarding the district's health and physical education instruction, nutrition policies, and physical activities policies to the building principals and the superintendent.

VI. Student Nutrition

The School Breakfast/Lunch Programs:

The full meal school breakfast and lunch programs will be offered in all schools and follow the USDA Requirements for Federal School Meals Programs and Rhode Island Nutritional Requirements (RINR) as well as the principles of the current USDA Dietary Guidelines for Americans. Applications for free and reduced meals will be sent home to all families and made available on the District web site. Schools will utilize an electronic identification/payment system for all students to support participation in the school meal programs in order to prevent any social stigma. The School Food Service Program provider will follow this policy and all applicable law

in the development of menus for students and adults and when making determinations regarding food and beverage sales. The Food Service Director will work closely with the Health and Wellness Subcommittee, students, and parents to engage them in assisting to identify new, healthy, and appealing food choices to promote healthier eating habits. Specific strategies will be developed by the food service provider to increase participation in school meal programs, to utilize the food service area/cafeteria as a learning space; to provide nutrition information for school meals; to provide annual training to food service staff related to all provisions of this policy in accordance with USDA Professional Standards for Child Nutrition professionals; to procure, serve and promote locally sourced Rhode Island produce and product; and to prominently display the healthiest food and beverage items. All students will be provided with at least twenty minutes for lunch in a safe, orderly, and well-supervised environment. Students may not leave a school building to secure food or beverages, nor may they order food or beverages to be delivered to the school building.

Managing of student account balances shall be in accordance with policy 8690: School Lunch Program – Managing Unpaid Balance.

Classroom and School Celebrations:

Classroom and school celebrations will not be centered on food, except if the food items are part of a curriculum-related activity. While not prohibited, parties should be framed so as to discourage the consumption of unhealthy food items and should encourage food items that meet the nutrition standards. Classroom teachers shall notify families in advance, providing parents/guardians the right to refuse their child's participation to partake of food brought to school from sources other than the District's food service provider.

Nutrition Standards for Competitive Foods/Beverages:

All foods/beverages sold during the school day (from midnight to one hour after the instructional day) outside of the reimbursable meal program must meet the nutrition standards of USDA Smart Snacks in Schools and R.I.G.L 16-21-7. In addition, the EWG School District strongly encourages the availability of nutrient dense foods for all school functions and activities.

Nutrient dense foods are those foods that provide students with calories rich in the nutrient content needed to be healthy. Nutrition standards for competitive foods/beverages sold on school premises during the school day may be found at <http://www.thriveri.org/>.

Students and staff will have access to free, safe, and fresh drinking water throughout the school day.

Food/Beverage Marketing and Advertising

The District will limit marketing to the promotion of foods and beverages that meet or exceed nutrition standards for current USDA Requirements for Federal School Meals Programs, R.I.G.L. 16-21-7, U.S.D.A. Smart Snacks in Schools Regulations and Rhode Island Nutritional Requirements (RINR).

Fundraising:

Non-food based fundraisers and those that promote physical activity are encouraged. Fundraising held before, during, and up to one hour after the instructional school day must fully follow R.I.G.L. 16-21-7 and U.S.D.A. Smart Snacks in Schools Regulations when food or beverages are sold. It is required that 50% of the food or beverage items offered for sale through fundraising held one hour after the close of the school day follow R.I.G.L. 16-21-7 and U.S.D.A. Smart Snacks in Schools Regulations. No foods or beverages may be sold as part of a fundraising activity during lunch service.

Staff-to-Student Rewards and Incentives:

The use of food items as part of a student incentive program is prohibited, unless food items offered adhere to R.I.G.L. 16-21-7 and U.S.D.A. Smart Snacks in Schools Regulations. When a reward or incentive program is determined to be necessary, teachers are encouraged to use physical activities and privileges as a reward or incentive. A school administrator or classroom teacher shall notify families in advance, providing parents/guardians the right to refuse their child's participation to partake of food brought to school from sources other than the District's food service provider.

Student Nutrition Education:

The EWG School District delivers a comprehensive health curriculum aligned to the Rhode Island Department of Education Health Education Framework that includes nutrition education in Kindergarten through 12th grade. Lunch and cafeteria activities will support efforts regarding nutrition education. All instructional staff are encouraged to integrate and apply nutritional content into daily lessons when appropriate. Schools will study the nutrition guidelines at <http://www.thriveri.org/> as part of the student nutrition education program. While in instructional or common student spaces, adults will model healthy nutritional habits.

VII. PHYSICAL ACTIVITY

Student

A quality physical education program is an essential component for all students to learn about and participate in physical activity. Physical activity will be included in a school's education program from grades pre-K through 12. Physical activity will include instructional physical education, in accordance with SHAPE (Society for Health and Physical Educators) America's National Standards and Grade-Level Outcomes for K-12 Physical Education, as well as extra- curricular activities and required recess, as mandated by RI General Law.

Students will participate in physical education classes taught by certified physical education/health/adaptive physical education teachers in grades kindergarten through twelve. The School Committee approved physical education curriculum will be implemented by all educators; the curriculum shall be reviewed every five years. Teachers of physical education will participate in related professional development activities and implement research-based practices and teaching methods.

R.I.G.L. 16-22-4 requires an average of one hundred minutes per week of health and physical education at all grade levels. When possible, mandatory formal physical education time will extend

beyond that which is required. Physical education classes will have the same teacher- student ratio as all other classes. Space for physical education will be safe and appropriate for the activity; necessary equipment shall be provided.

Intramural Sports, Interscholastic Sports and Club Activities

To the extent possible based on student interest and financial means, the EWG School District shall offer a comprehensive interscholastic sports program at both the Middle School and High School. Participation in interscholastic sports will be governed by the Eligibility Requirements for Athletics and Extracurricular Activities Policy and the Athletic Handbook. Physical education credit shall not be awarded for participation in interscholastic activities.

Where appropriate, participation in intramural sports will be governed by the Eligibility Requirements for Athletics and Extracurricular Activities Policy and the Athletic Handbook. Physical education credit shall not be awarded for participation in intramural activities.

Recess and Physical Activity Breaks

Recess in the form of unstructured play will be available to students in grades kindergarten through eight on a daily basis. A minimum of twenty minutes per day, as per R.I.G.L. 16-22-4.2, will be provided in elementary grades (K-6) and a minimum of ten minutes per day will be provided in grades seven and eight. The withholding of recess as discipline for an event unrelated to recess shall be prohibited, unless approved by the principal with notification to parents/guardians. Supervisors of recess shall receive training, as necessary.

Teachers may use their discretion in allowing brief, reasonable physical activity breaks during an instructional period or block.

VIII. Parent, Community and Staff Wellness:

Physical Activity and the Community

The Exeter West Greenwich School District will make its facilities available to outside community groups, consistent with Policy **9700: School Facilities Use**, for the purpose of promoting physical activity in accord with the Use of School Facilities Policy.

Parent Wellness and Education

Wellness education will be provided to parents throughout the district. This education may be provided in the form of handouts, postings on the district website, articles and information provided in district or school newsletters, presentations that focus on nutritional value and healthy lifestyles, and through other appropriate means. The Health and Wellness Subcommittee shall contribute to this effort.

Staff Wellness

The EWG School District values the health and well-being of every staff member and will plan and implement activities and policies that support personal efforts made by staff to maintain a

healthy lifestyle. Staff will be encouraged to model healthy eating and physical activity as a valuable part of daily life.

The EWG school department will strive to provide nutrition & physical education, various activities, and illness prevention information & opportunities to all school staff in the district. These educational opportunities may include the distribution of materials, arrangements of presentations or workshops that focus on nutritional value and healthy lifestyles, health assessments, fitness activities and other appropriate nutrition and physical-activity related topics. The Health and Wellness Subcommittee shall contribute to this effort.

IX. Implementation, Monitoring, Reporting and Community Awareness:

The principal or director of each building shall be responsible for the implementation of this policy. This policy shall be reviewed annually by the Health and Wellness Subcommittee, with subsequent recommendations made to the superintendent/school committee for approval.

Annual school communications will notify members of the school community about the availability of the current Wellness Policy. At least one printed copy will be available in every school building and the policy will be posted on the district website.

Information for students and parents will be included in Student Handbooks. Principals will be responsible for completing and submitting a School Wellness Policy Implementation Assessment to the Superintendent at least once every three years.

The Superintendent, together with the individual school principals, shall monitor and may make changes to the implementation procedures to assure their appropriateness and effectiveness to the extent that any changes do not diminish the requirements set forth in the policy required by state and federal regulations.

Any changes required by Federal or State Regulations governing district health and wellness policies shall automatically override the policy as stated here. The District Wellness Committee will be responsible for periodic review to ensure compliance with Federal and State regulations and new evidence-based recommendations or best practices. The legislative mandate also requires that the subcommittee's recommendation be melded into the district's strategic plan.

X. Applicable State and Federal Laws and Regulations & References:

- R.I. General Laws 16-9-2 General Powers and Duties of School Committees--(a) (24) and (25); 16-7.-2. Accountability for Student Performance--(c) (2) (h): and 16-21-28 Health and Wellness Subcommittee.
- RI Department of Education Regulation R16-21-SCHO sections 2.10, 2.11, 2. 12, 2.13, 2.14 and 2.14.1.
- Federal Public Law108-205—June 30, 2004—Short Title: Child Nutrition and WIC Reauthorization Act of 2004; Title 1—Amendments to Richard B. Russell National School Lunch Act; and Title 2—Amendments to Child Nutrition Act of 1966.
- 1.RISHC, Rhode Island Healthy Schools Coalition : <https://www.rihsc.org>
- 2. USDA Local School Wellness Policy Regulation:<http://www.fns.usda.gov/tn/local-school-wellness-policy>

- 3. RI General Law (16-21-28), Health and Wellness Subcommittee:
• <http://webserver.rilin.state.ri.us/Statutes/TITLE16/16-21/16-21-28.HTM>
- 4. RI General Law (16-22-4), Instruction in Health and Physical Education:
• <http://webserver.rilin.state.ri.us/Statutes/TITLE16/16-22/16-22-4.HTM>
- 5. RI General Law (16-21-7.1), Unhealthy Food/Beverage Advertising:
• <http://webserver.rilin.state.ri.us/Statutes/TITLE16/16-21/16-21-7.1.HTM>
- 6. RI General Law (16-21-7), Healthier Snacks and Beverages:
• <http://webserver.rilin.state.ri.us/Statutes/TITLE16/16-21/16-21-7.HTM>
- 7. Public Law (111-296, Section 204), Healthy Hunger-Free Kids Act of 2010:
• <http://www.fns.usda.gov/school-meals/healthy-hunger-free-kids-act>
- 8. Public Law (108265, Section 204), Child Nutrition WIC Reauthorization Act:
• <http://www.fns.usda.gov/tn/healthy/108-265.pdf>
- 9. Rhode Island Nutrition Requirements:
• http://www.rihsc.org/uploads/8/2/7/6/82768452/ride_2018_regulations_governing_nutritional_requirements_for_school_meals_and_competitive_foods.pdf
- 10. USDA Nutrition Standards for School Meals:
• <https://www.fns.usda.gov/school-meals/nutrition-standards-school-meals>
- 11. USDA Competitive Foods/Beverage Nutrition Standards ("Smart Snacks"):
• <https://www.fns.usda.gov/school-meals/tools-schools-focusing-smart-snacks>
- 12. RI General Law (16-22-4.2), Free Play Recess:
• <http://webserver.rilin.state.ri.us/PublicLaws/law16/law16157.htm>
- 13. RI Physical Education and Health Education Framework:
• <http://www.ride.ri.gov/instructionassessment/othersubjects.aspx>
- 14. USDA Dietary Guidelines for Americans: <http://www.health.gov/dietaryguidelines/>
- 15. Healthy, Hunger-Free Kids Act of 2010 (Sec.204 of Public Law 111-296):
• <https://www.federalregister.gov/documents/2014/02/26/2014-04100/local-school-wellness-policy-implementation-under-the-healthy-hunger-free-kids-act-of-2010>

VIII. Dissemination

This policy shall be disseminated to all members of the district curriculum committee, school nurse-teachers, health and physical education teachers, and school administrators.

IX. Effective Date

This policy shall become effective on the date of adoption.

First Reading:	September 27, 2005
Second Reading:	October 11, 2005
Adopted:	October 25, 2005
Amended:	October 24, 2017
Revision:	First Reading - November 12, 2019; Adopted – November 26, 2019

EXETER-WEST GREENWICH REGIONAL SCHOOL DISTRICT

School Calendar 2023 - 2024

Quarters		# Days	August 2 days (+1 RTR)					September 19 days (+1 RTR)					
1	August 30 - November 2	45	M	T	W	Th	F	M	T	W	Th	F	
2	November 3 - January 22	45	7	8	9	10	11					1	
3	January 23 - April 2	45	X	15	16	17	18	X	5	6	7	8	
4	April 3 - June 14	45	21	22*	23	NTO	25	11	12*	13	14	15	
Total Student Days:		180	28	29	30	31		18	19	20	21	22	
			15 202-day employee start date					25	26*	27	28	29	
			24 New Teacher Orientation					Cumulative Days 21 (+2)					
			28 All Staff Orientation					1	Kindergarten Screening				
			29 PD/Planning - All Staff (RTR) (LETRS Training Day - Unit 8)					4	Labor Day - No School				
			30 First Day of School 1-9					5	K Orientation (w/ parents/guardians)				
			30 PK Orientation (w/ parents/guardians)					6	First Day of School - Kindergarten				
			30-31 Kindergarten Screening					16-17 No Evening Activities - Rosh Hashana					
			31 PK and 1-12 Attend					24-25 No Evening Activities - Yom Kippur					
								28 Early Release (District) - No PM PK (RTR)					
			</										

EXETER-WEST GREENWICH REGIONAL SCHOOL DISTRICT

School Calendar 2024 - 2025

Quarters # Days 1 August 28 - November 1 45 2 November 4 - January 23 45 3 January 24 - April 3 45 4 April 4 - June 13 45 Total Student Days: 180 Trimesters (JH & Metcalf) 1 August 28 - November 26 60 2 December 2 - March 13 60 3 March 14 - June 13 60 Total Student Days: 180		August 3 days M T W Th F X 13 14 15 16 19 20 21 NTO 23 26 27* 28 29 30 12 Victory Day 13 202-day employee start date 22 New Teacher Orientation 26 All Staff Orientation 27 PD/Planning - All Staff 28 First Day of School 1-9 28 PK Orientation (w/ parents/guardians) 28-30 Kindergarten Screening 29 PK and 1-12 Attend		September 19 days M T W Th F X 3 4 5 6 9 X* 11 12 13 16 17 18 19 20 23 24* 25 26 27 30 Cumulative Days 22 2 Labor Day - No School 3 K Orientation (w/ parents/guardians) 4 First Day of School - Kindergarten 10 State Primary Day - No School 10 Professional Development - Certified	
October 22 days M T W Th F [1] 2 3 4 7 8* 9 10 11 X 15 16 17 18 21 22* 23 24 25 28 29 30 31 Cumulative Days 44 3-4 No Evening Activities - Rosh Hashanah 11-12 No Evening Activities - Yom Kippur 14 Columbus Day - No School		November 16 days M T W Th F <1> 4 X 6 7 8 X 12* 13 14 15 18 19 20 21 22 25 26 X x x Cumulative Days 60 4 Evening Parent Conferences K-8 5 Parent Conferences K-12 No School 5 Work Day - 202-day Employees 5 Election Day - No School 11 Veterans Day - No School 27-29 Thanksgiving Recess - No School		December 15 days M T W Th F 2 3 4 5 6 9 10* [11] 12 13 16 17 18 19 20 X X X X X X X Cumulative Days 75 21-31 Holiday Recess - No School	
January 21 M T W Th F X 2 3 6 7 8 9 10 13 14* 15 16 17 X 21 22 <23> 24 27 28* 29 30 31 Cumulative Days 96 1 New Years Day - No School 20 Martin Luther King Day - No School		February 15 days M T W Th F 3 4 5 6 7 10 11* 12 13 14 X X X X X 24 25* 26 27 28 Cumulative Days 111 17 Presidents' Day - No School 17-21 Winter Recess - No School		March 21 days M T W Th F 3 [4] 5 6 7 10 11* 12 13 14 17 18 19 20 21 24 25* 26 27 28 31 Cumulative Days 132 13 Early Release (District) - No PM PK (RIGL) 31 No Evening Activities - Eid al Fitr	
April 17 days M T W Th F 1 2 <3> 4 7 8* 9 10 11 X X X X X 21 22* 23 24 25 28 29 30 Cumulative Days 149 14-18 Spring Recess - No School 18 Good Friday - No School		May 21 days M T W Th F 1 2 5 6 7 8 9** [12] 13* 14 15 16 19 20 21 22 23 X 27* 28 29 30 Cumulative Days 170 9 Early Release Day - All Schools (RIGL) Senior Capstone/Placement Meetings 26 Memorial Day - No School		June 10 days M T W Th F 2 3 4 5 6 9 10 11* 12 13 14 16 17 18 X 20 23 24* 25 26 27 30 Cumulative Days 180 14 EWG Graduation 1:00 PM 13 180th Day of School 19 - Juneteenth Natl. Freedom Day - No School 16-20 Additional make-up days, as needed	

< > Denotes End of Quarter

[] Denotes Mid-quarter Point of Grading Period SH

Denotes End of Trimester JH & Metcalf

** Abbreviated half-day schedule

* Denotes School Committee Meetings

RIGL = RIGL 16-2-2 Approved Flexibility (3/13 and 5/9)

School Committee Approved: 2/27/24

Amended:

Attachment M: Most Current Year End Food Service Financial Report

Financial Report for the 2022-2023 School Year

Program Revenue	
Federal Reimbursements	\$ 153,684.69
State Reimbursements	\$ 1,912.00
Student Payments for Reimbursable Meals	\$ 188,307.84
Special Functions	
Catering	\$ 541.00
Other	
SMP Revenue (non-reimbursement)	\$ -
A la Carte, <i>if applicable</i>	\$ 35,371.20
Concession Revenue, <i>if applicable</i>	\$ -
Vending Machine Sales Total Revenue	\$ -
Vended Meals Revenue	\$ -
Total Operational Revenue ➤	\$ 379,816.73

Program Expense	
Food Cost (net of rebates)	\$ 106,166.58
Direct Labor and Benefits - Hourly	\$ 167,686.41
Direct Labor and Benefits - Salary	\$ 22,967.92
Other Direct Costs	\$ 50,888.31
FSMC Fees	\$ 5,799.28
Total Operational Expense ➤	\$ 353,508.50

Total Revenue	\$379,816.73
Total Operational Expenditures	\$353,508.50
Total Operational Profit or Loss	\$26,308.23

Start of Year Non-Profit School Lunch Account Balance	
Total Operational Profit or Loss	\$:
Other Expenses Charged to the Non-Profit School Lunch Account ^[1]	
End of Year Non-Profit School Lunch Account Balance	\$:

[1] Include any expenses not reported in the operational section such as: indirect costs, charges for a po

<u>\$0.00</u>
<u>26,308.23</u>
<u>\$0.00</u>
<u>26,308.23</u>

ortion of custodial labor, utilities, etc.

Attachment N-1: Premises—General Data, page 1 of 2

[illegible]

[1] List grade groups that have access to meal service

[2] Indicate if site or school prepares meals on site or if meals are satellite sent in bulk or pre-plated.

Attachment N-2: Premises—Services to Be Provided, page 2 of 2

[illegible]

[1] List other alternate breakfast serving methods, if not specified (i.e., reimbursable meal vending machines, breakfast on the bus, etc.).

Attachment O - Enrollment, Average Daily Participation, & CEP

Site or School	Enrollment ^[1]				CEP		Projected Reimbursable Meals - Breakfast ^[2]				Daily Vended Meals - Breakfast ^[3]	Daily A la Carte - Breakfast ^[4]	Projected Reimbursable Meals - Lunch ^[2]				Daily Vended Meals - Lunch ^[3]	Daily A la Carte - Lunch ^[4]	Daily Reimbursable Snack ^[5]	Daily Reimbursable Supper ^[6]
	Free	Reduced	Paid	Total	Participating?	ISP	Free	Reduced	Paid	Total ADP			Free	Reduced	Paid	Total ADP				
EWG Senior HS	61	9	571	641			400	301	367	1068		\$0.00	5067	648	22617	28332		\$110.45		
EWG Junior HS	33	4	262	299			500	239	713	1452		\$2.50	2637	477	13194	16308		\$141.00		
Metcalf School	63	22	523	608			2412	846	6642	9900			5265	2151	27288	34704		\$5.25		
Wawaloam School	30	7	183	220			945	175	756	1876			3438	1080	10179	14697		\$4.00		
Lincoln School	7	4	84	95						0						0				
0				0						0						0				
0				0						0						0				
0				0						0						0				

[1] - Report enrollment based on approved meal benefit eligibility

[2] - Report average daily participation in each meal period, by eligibility category, based on data from the most recent October claim

[3] - If site receives vended meals only, report total daily meals by category here; all other columns may be left blank

[4] - Report total average daily a la carte sales (including adult meals) by meal period for each site based on data from the most recent October

[5] - Report total average daily snacks served either under the After School Snack Program or CACFP At-Risk Program, if applicable

Attachment P: Current Point of Sale (POS) System

Brand of Current Point of Sale (POS) System	Number of POS terminals	Number of POS PIN pads	Number of Schools Using POS	Number of Serving Lines Using POS	Annual POS Maintenance/Licensing Fee	Average Age of POS Equipment	POS Software used to process meal benefit applications?
Nutrikids-Mosaic	\$ 4.00	\$ 6.00	\$ 4.00	\$ 6.00	\$ 2,652.00	\$ 2.00	yes
					\$ -		
					\$ -		
					\$ -		
					\$ -		

[illegible]

Attachment Q-1: Current Position Roster

For Programs and Sites to be Contracted

Pay rates for the year 2023 – 2024

Site or School ^[1]	Job Title	Hourly Rate (\$)	Daily Hours	Number of Days Paid	Total Annual Wage (\$)	Unemployment Compensation	SFA Employees	FSMC Employees
Sr High School	Kitchen Supervisor	\$ 23.00	8	195	\$ 35,880.00	\$ -		x
Sr High School	Driver	\$ 18.00	5	193	\$ 17,370.00	\$ -		x
Sr High School	Foodservice Lead	\$ 20.00	8	193	\$ 30,880.00	\$ -		x
Sr High School	Foodservice Worker	\$ 15.78	6	193	\$ 18,273.24	\$ -		x
Jr High School	Foodservice Worker	\$ 15.50	6.5	193	\$ 19,444.75	\$ -		x
Jr High School	Foodservice Worker	\$ 14.50	5	193	\$ 13,992.50	\$ -		x
Metcalf Elementary	Foodservice Lead	\$ 17.00	7	193	\$ 22,967.00	\$ -		x
Metcalf Elementary	Foodservice Worker	\$ 14.79	5.5	193	\$ 15,699.59	\$ -		x
Metcalf Elementary	Foodservice Worker	\$ 14.50	5.5	193	\$ 15,391.75	\$ -		x
Wawaloam Elementary	Foodservice Lead	\$ 16.32	5	193	\$ 15,748.80	\$ -		x
Wawaloam Elementary	Foodservice Worker	\$ 14.41	4	193	\$ 11,124.52	\$ -		x
		\$ -			\$ -	\$ -		
		\$ -			\$ -	\$ -		
		\$ -			\$ -	\$ -		
		\$ -			\$ -	\$ -		
		\$ -			\$ -	\$ -		
		\$ -			\$ -	\$ -		

Total Labor						\$	216,772.15
Annual Retirement						\$	-
Annual Substitute Pay						\$	-
Total:						\$	216,772.15

[1] For out of district positions that are charged in whole or part to the food service program (i.e., regional managers, chefs, etc.) indicate "Out of District" for the school/site. For any position that has oversight of multiple schools/sites (i.e., the foodservice director) indicate "Admin" for the school/site.

Attachment Q-2: Current Operations - Fringe Benefit Cost Worksheet

For Programs and Sites to be Contracted

Pay rates for the year 2023 – 2024

Job Title	Hospitalization Medical	Dental	Vision	Longevity or Annuity	Life	Retirement	FICA	Other ¹	Total	SFA	FSMC
	\$	\$	\$	\$	\$	\$	\$	\$	\$	Employee	Employee
Kitchen Supervisor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,744.82	\$ -	\$ 2,744.82		
Driver	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,328.81	\$ -	\$ 1,328.81		
Foodservice Lead	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,362.32	\$ -	\$ 2,362.32		
Foodservice Worker	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,397.90	\$ -	\$ 1,397.90		
Foodservice Worker	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,487.52	\$ -	\$ 1,487.52		
Foodservice Worker	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,070.43	\$ -	\$ 1,070.43		
Foodservice Lead	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,756.98	\$ -	\$ 1,756.98		
Foodservice Worker	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,201.02	\$ -	\$ 1,201.02		
Foodservice Worker	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,177.47	\$ -	\$ 1,177.47		
Foodservice Lead	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,204.78	\$ -	\$ 1,204.78		
Foodservice Worker	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 851.03	\$ -	\$ 851.03		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,583.07	\$ -	\$ 16,583.07		

1 Include paid time off (PTO), holiday pay, and sick pay

If Workers' Compensation cost is charged to food service, percentages ____%

Attachment R-1: Proposed Position Roster

For Programs and Sites to be Contracted

Pay rates for the year ____ – ____

Site or School ^[1]	Job Title	Hourly Rate (\$)	Daily Hours	Number of Days Paid	Total Annual Wage (\$)	Unemployment Compensation	SFA Employees	FSMC Employees
		\$ -			\$ -	\$ -		
		\$ -			\$ -	\$ -		
		\$ -			\$ -	\$ -		
		\$ -			\$ -	\$ -		
		\$ -			\$ -	\$ -		
		\$ -			\$ -	\$ -		
		\$ -			\$ -	\$ -		
		\$ -			\$ -	\$ -		
		\$ -			\$ -	\$ -		
		\$ -			\$ -	\$ -		
		\$ -			\$ -	\$ -		
		\$ -			\$ -	\$ -		
		\$ -			\$ -	\$ -		
		\$ -			\$ -	\$ -		
		\$ -			\$ -	\$ -		
		\$ -			\$ -	\$ -		
		\$ -			\$ -	\$ -		
Total Labor						\$ -		
Annual Retirement						\$ -		
Annual Substitute Pay						\$ -		
Total:						\$ -		

[1] For out of district positions that are charged in whole or part to the food service program (i.e., regional managers, chefs, etc.) indicate "Out of District" for the school/site. For any position that has oversight of multiple schools/sites (i.e., the foodservice director) indicate "Admin" for the school/site.

Attachment R-2: Proposed Operations - Fringe Benefit Cost Worksheet

For Programs and Sites to be Contracted

Pay rates for the year —

[illegible]

1 Include paid time off (PTO), holiday pay, and sick pay

If Workers' Compensation cost is charged to food service, percentages ____%

Attachment S: Established Selling Prices

For Programs and Sites to be Contracted

Prices to be charged for the 2023 - 2024 School Year

Breakfast Program		Price
Elementary Full Price	\$	1.50
Secondary Full Price	\$	1.50
(a) Tiered Pricing	\$	-
(b) Tiered Pricing	\$	-
(c) Tiered Pricing	\$	-
(d) Tiered Pricing	\$	-
Reduced Price	\$	0.30
Adult	\$	1.75
Lunch Program		
Elementary Full Price	\$	2.50
Secondary Full Price	\$	2.85
(a) Tiered Pricing	\$	-
(b) Tiered Pricing	\$	-
(c) Tiered Pricing	\$	-
(d) Tiered Pricing	\$	-
Reduced Price	\$	0.40
Adult	\$	3.50
After School Snack Program		
Full Price	\$	-
Reduced Price	\$	-
Adult	\$	-
Special Milk Program		
Full Price	\$	-
Vended Meals		
Breakfast	\$	-
Lunch	\$	-
Snack	\$	-
Supper	\$	-
Adult	\$	-
A La Carte Items	Elementary	Secondary
Baked Chips	\$ -	\$ 1.00
Milk	\$ 0.60	\$ 0.60
Capri Sun Pouch	\$ -	\$ 1.25
Bottled Water 16oz	\$ -	\$ 1.25
Bottled Water 8oz	\$ -	\$ 0.75
Izze Juice	\$ -	\$ 1.60
Fruit	\$ 0.50	\$ 0.50
Side item	\$ 0.50	\$ 0.50
Pretzel	\$ -	\$ 1.25
10 oz Juice	\$ -	\$ 1.75
4oz Juice		\$ 0.50
	\$ -	\$ -

Attachment T: Minimum USDA Food Specifications

Food Items

Minimum Requirements

Dairy Products

- Fresh Eggs
- Frozen Eggs
- Milk

Must be government inspected

- USDA Grade A
- USDA inspected
- Pasturized, Grade A

Meat

- Beef, lamb and veal
- Pork
- Poultry

Must be government inspected

- USDA Grade Choice or better
- USDA No. 1 or US No. 2
- USDA Grade A

Seafood

To be top grade; frozen fish must be nationally distributed brand, packed under continuous inspection of the USDA

Fruits and Vegetables

- Canned
- Fresh
- Frozen

- US Grade A Choice
- US Grade A Choice
- US Grade A Choice or better

Breads/Rolls

freshness

Staple Groceries

standards

Attachment U: Rhode Island Nutrition Requirements - 200-RICR 20-25-4

200-RICR-20-25-4

TITLE 200 – BOARD OF EDUCATION

CHAPTER 20 – COUNCIL ON ELEMENTARY AND SECONDARY EDUCATION

SUBCHAPTER 25 – STUDENT HEALTH AND SAFETY

PART 4 – Regulations Governing Nutritional Requirements for Reimbursable Meals and Competitive Foods and Beverages; Limitations on Competitive Foods and Beverages at Meal Time

4.1 Authority

A.This part is promulgated pursuant to R.I. Gen. Laws §§ 16-8-9, 16-8-10, 16-8-10.1, 16-21-7(c) and further authorized under 7 C.F.R. §§ 210.11(b) and 210.19(e).

B.The provisions of this Part will be monitored and enforced by RIDE during the USDA Administrative Review Process set forth in 7 C.F.R. § 210.18.

4.2. Purpose

The purpose of this Part is to maintain high nutrition standards for school meals that are reimbursed by the United States Department of Agriculture and all other food and beverages that are sold on the school campus in Rhode Island. USDA nutritional standards set minimum requirements and states operating the National School Lunch and School Breakfast Programs are permitted to establish more rigorous nutrition requirements or additional requirements for school meals and competitive foods that are not inconsistent with the provisions of USDA rules. The additional nutritional requirements and additional limitations on sales

of competitive foods and beverages set forth in this Part will enhance school meals and the school nutrition environment in Rhode Island's schools.

4.3 Definitions

A. For the purposes of these Rules and Regulations, the following terms shall have the following meaning:

1. "Competitive foods" means all foods and beverages, other than meals reimbursed under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and Child Nutrition Act of 1966 (42 U.S.C. § 1771 et seq.) available for sale to students on the school campus during the school day.
2. "Reimbursable meal" means a meal (breakfast, lunch or afterschool snack) which meets all of USDA's meal requirements for reimbursement under the National School Lunch Act (42 U.S.C. § 1751 et seq.) and the Child Nutrition Act of 1966 (42 U.S.C. § 1771 et seq.).
3. "School campus" means all areas of the property under the jurisdiction of the school that are accessible to students during the school day.
4. "School day" means the period from midnight before, to sixty (60) minutes after, the end of the official school day.

4.4 Incorporated Materials

These regulations hereby adopt and incorporate 7 C.F.R. §§ 210.10, 210.11, 210.18, 210.19 and 220.8 (2018) by reference, not including any further editions or amendments thereof and only to the extent that the provisions therein are not inconsistent with these regulations.

4.5 State Specific Requirements

A. In addition to the minimum meal requirements for all reimbursable meals set forth in federal regulation (lunches and afterschool snacks established in 7 C.F.R. § 210.10 and school breakfasts established in 7 C.F.R. § 220.8) all reimbursable meals must meet the following additional requirements:

1. On a weekly basis, at least one-half (1/2) of the “grain servings” in USDA meals must be one hundred (100%) per cent whole grain and the remaining “grain servings” must be whole grain rich.
2. In all menu-planning options, schools will offer each day, at a minimum, two (2) different fruits and/or vegetables at breakfast; three (3) different fruits and/or vegetables at lunch.
3. No more than one (1) serving of one hundred (100%) percent juice may be offered per day. Juice may be offered at breakfast or at lunch each day, but not at both meals.
4. No more than two (2) servings of one hundred (100%) percent juice may be offered each week as part of an afterschool snack.
5. Artificial sweeteners and sugar alcohols are prohibited.
6. Caffeine, except naturally-occurring trace amounts, is prohibited.

B In addition to the minimum requirements for competitive foods and limitations on service of competitive foods established in 7 C.F.R. § 210.11 and R.I. Gen. Laws § 16-21-7, all competitive foods must meet the following additional requirements:

1. Artificial sweeteners and sugar alcohols are prohibited.
2. Added sweeteners are prohibited in beverages. This includes but is not limited to high fructose corn syrup, white sugar, brown sugar, corn syrup, dextrose, raw sugar, malt syrup, fructose sweetener, honey, molasses and

fruit juice concentrate. This provision does not apply to flavored non-fat milk or USDA commodities served as part of a reimbursable meal.

3.Caffeine, except naturally-occurring trace amounts, is prohibited.

C In addition to the limitations on service of competitive foods established in 7 C.F.R. § 210.11, competitive foods offered at mealtimes in elementary schools are limited to the following:

1.The entrée that is included in that day's reimbursable meal;

2.The same entrée when served the next school day;

3.Whole or cut fresh fruits;

4.Whole or cut fresh vegetables (may include low-fat dressing or hummus);

5.Yogurt (may be layered with fruit)

6.Water – any size of plain water (with or without carbonation)

7.Fluid Milk – up to eight (8) ounce portions limited to:

a.Unflavored low-fat milk (1% fat) or

b.Unflavored or flavored fat free milk, or

c.Milk alternatives permitted by USDA National School Lunch
Program

Attachment V: Additional SFA Food & Product Specifications

Food Items

Grain-based desserts may not be offered or served as part of any reimbursable breakfast meal under the School Breakfast Program. Grain-based desserts will be defined as any item listed in the USDA's "Exhibit A: Grain Requirements for Child Nutrition Programs" with superscript '3', as follows:

Cookies (plain - includes vanilla wafers)
Dessert pies, cobblers, fruit turnovers
Doughnuts (cake and yeast raised, unfrosted)
Cereal bar, breakfast bars, granola bars (plain)
Sweet roll
Toaster pastry
Cereal bars, breakfast bars, granola bars (with nuts, dried fruit, and/or chocolate pieces)
Cookies (with nuts, raisins, chocolate pieces and/or fruit purees)
Doughnuts (cake and yeast raised, frosted or glazed)
Sweet rolls (frosted)
Toaster pastry (frosted)
Cake (plain, unfrosted)
Coffee cake
Brownies (plain)
Cake (all varieties, frosted)

In addition to the above items, any grain products containing candy coating and/or candy pieces (i.e., caramel, chocolate chips, etc.) will also be considered to be grain-based desserts and may not be offered or served as part of a reimbursable breakfast meal under the School Breakfast Program.

Menu Variety

Lunch Menus at all grade levels must include at least one vegetarian entrée option daily. Vegetarian options must rotate on, at minimum, a weekly cycle menu to avoid repetition. All vegetarian items must be clearly labeled both on the menu and the serving line.

Disposables/Paper Goods

Use of plastic straws will not be permitted at any meal service.

Use of spork kits will not be permitted at any service.

Attachment W: Duties/Responsibilities Summary

Review each duty listed in this table and then place an agreed upon check in the appropriate column(s) to designate which party or whether both parties will assume responsibility for the listed duty.

Food and Beverage	SFA	FSMC	N/A
Food and Beverage Purchasing		x	
Processing of Invoices		x	
Payment of Invoices		x	
USDA Administrative Charges		x	
USDA Processing Charges		x	
USDA Delivery Charges		x	
Non-Management Labor	SFA	FSMC	N/A
Payment of Full and Part Time Salaries		x	
Payment of Student Salaries			x
Payroll Taxes		x	
Fringe Benefits		x	
Management Labor	SFA	FSMC	N/A
Payment of Salaries		x	
Payroll Taxes		x	
Fringe Benefits		x	
Food and Mail Transport	SFA	FSMC	N/A
Vehicle Transportation		x	
Maintenance of Vehicle(s)		x	
Driver for Transportation		x	
Food Transport Containers		x	
Deliver In-District Mail		x	
Additional Items	SFA	FSMC	N/A
Telephone, Local	x		
Telephone, Long Distance	x		
Equipment Purchases	x		
Original Inventory - China, Glass, Flatware	x		
Replacement of China, Glass, Flatware		x	
Replacement of Expendable Equipment (Pots, Pans, etc.)		x	
Replacement of Non-Expendable Equipment	x		
Repair to Infrastructure (Vents to Outside, Gas Line, etc.)	x		
Cost of Repairing Equipment	x		
Fire/Property Insurance	x		
Products and Public Liability Insurance	x		
Water, Gas, and Electric Utilities (Metered to Foodservice)	x		
Painting Kitchen	x		

Painting Cafeteria	x		
Removal of Garbage from Premises	x		
Taxes/Licenses	x		
Travel-Local		x	
Supplies	SFA	FSMC	N/A
Detergent/Cleaning Supplies		x	
Paper Supplies		x	
Postage		x	
Laundry			x
Uniforms		x	
Menu Paper and Printing		x	
Ticket Printing			x
Janitorial Supplies		x	
Cleaning Kitchen	SFA	FSMC	N/A
Equipment		x	
Hoods within Reach		x	
Vent from Hoods to Outside	x		
Floors and Walls		x	
Windows/Blinds/Draperies			x
Ceilings, Fans, Light Fixtures	x		
Dishwashing		x	
Serving/Preparation Areas		x	
Tables and Chairs		x	
Locker Rooms			x
Public Restrooms	x		
Grease Traps	x		
Removal of Trash and Garbage		x	
Cleaning Cafeteria	SFA	FSMC	N/A
Equipment		x	
Floors and Walls	x		
Windows/Blinds/Draperies	x		
Ceilings, Fans, Light Fixtures	x		
Tables and Chairs	x		
Removal of Trash and Garbage	x		
Bussing of Dishes from Tables			x
Services	SFA	FSMC	N/A
Banking Receipts		x	
Security Service	x		
Pest Control	x		
Extermination	x		

Attachment X: Meal Equivalent Determination Formula

Item	Description	Value	
1	Current Year USDA Rate of Reimbursement per "Free" Lunch (as of July 1, 2023)	\$	4.25
2	Current Year Per Meal State Match Reimbursement Rate (as of July 2023)	\$	0.05
3	Current Year Value of USDA Entitlement for Donated Foods Per Lunch (as of July 1, 2023)	\$	0.37
Meal Equivalent ➤		\$	4.66

Attachment Y: Equipment Purchase Specifications

Year 1 Equipment Purchase Specifications	Dollar Value
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Year 2 Equipment Purchase Specifications	Dollar Value
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Year 3 Equipment Purchase Specifications	Dollar Value
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Year 4 Equipment Purchase Specifications	Dollar Value
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Year 5 Equipment Purchase Specifications	Dollar Value
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Attachment Z: Amortization Schedule for Refinanced Equipment Costs

If applicable, SFA to insert Amortization Schedule(s) for refinanced equipment

ENTER VALUES

Loan amount	\$0.00
Annual interest rate	0.00%
Loan period in years	
Number of payments per year	
Start date of loan	

LOAN SUMMARY

Scheduled payment	
Scheduled number of payments	
Actual number of payments	FALSE
Total interest	#REF!

[illegible]

Attachment AA-1: Projected Food Service Budget—Revenue, Page 1 of 6

In-School Revenue

To be completed by the FSMC

For Programs and Sites to be Contracted

Based on 180 Days of Service

Breakfast Programs	No. Meals	Price ^[1]				Total
Elementary Full Price		X	\$	1.50	=	\$0.00
Secondary Full Price		X	\$	1.50	=	\$0.00
(a) Tiered Pricing		X	\$	-	=	\$0.00
(b) Tiered Pricing		X	\$	-	=	\$0.00
(c) Tiered Pricing		X	\$	-	=	\$0.00
(d) Tiered Pricing		X	\$	-	=	\$0.00
Reduced Price		X	\$	0.30	=	\$0.00
Adult		X	\$	1.75	=	\$0.00
Subtotal Breakfast	0					\$0.00
Lunch Program						
Elementary Full Price		X	\$	2.50	=	\$0.00
Secondary Full Price		X	\$	2.85	=	\$0.00
(a) Tiered Pricing		X	\$	-	=	\$0.00
(b) Tiered Pricing		X	\$	-	=	\$0.00
(c) Tiered Pricing		X	\$	-	=	\$0.00
(d) Tiered Pricing		X	\$	-	=	\$0.00
Reduced Price		X	\$	0.40	=	\$0.00
Adult		X	\$	3.50	=	\$0.00
Subtotal Lunch	0					\$0.00
After School Snack Program						
Full Price		X	\$	-	=	\$0.00
Reduced Price		X	\$	-	=	\$0.00
Adult		X	\$	-	=	\$0.00
Subtotal Snacks	0					\$0.00
Special Functions						
Catering						\$ -
Other						
SMP Revenue (non-reimbursement)						\$ -
A la Carte, <i>if applicable</i>						\$ -
Concession Revenue, <i>if applicable</i>						\$ -
Vending Machine Sales Total Revenue						\$ -
Vended Meals Revenue						\$ -
Total In-School Revenue ➤						\$0.00

[1] Selling prices generated from [Attachment S](#)

Attachment AA-2: Projected Food Service Budget—Revenue, Page 2 of 6

Federal Reimbursement

To be completed by the FSMC						
Based on <u> 180 </u> Days of Service						
Breakfast Programs	No. Meals	Federal Reimbursement Rate			Total	
Free		X	\$	-	=	\$0.00
Free, Severe Need		X	\$	-	=	\$0.00
Reduced Price		X	\$	-	=	\$0.00
Reduced Price, Severe Need		X	\$	-	=	\$0.00
Full Price		X	\$	-	=	\$0.00
Total Breakfast	0					\$0.00
Lunch Program						
Free		X	\$	-	=	\$0.00
Reduced Price		X	\$	-	=	\$0.00
Full Price		X	\$	-	=	\$0.00
Total Lunch	0					\$0.00
After School Snack Program						
Free		X	\$	-	=	\$0.00
Reduced Price		X	\$	-	=	\$0.00
Full Price		X	\$	-	=	\$0.00
Total Snacks	0					\$0.00
Special Milk Program						
Special Milk Program		X	\$	-	=	\$0.00
Total Special Milk						\$0.00
Summer Food Service Program, If applicable						
	Based on	0	Days of Service			
Breakfast		X	\$	-	=	\$0.00
Lunch/Supper		X	\$	-	=	\$0.00
Snacks		X	\$	-	=	\$0.00
Total SFSP	0					\$0.00
Child and Adult Care Food Program, If applicable						
	Based on	0	Days of Service			
Breakfast		X	\$	-	=	\$0.00
Lunch/Supper		X	\$	-	=	\$0.00
Snacks		X	\$	-	=	\$0.00
Total CACFP	0					\$0.00
Total Federal Reimbursement ➤						\$0.00

Attachment AA-3: Projected Food Service Budget—Revenue, Page 3 of 6

State Lunch Match*	\$	5,046.00	
State Breakfast Match*	\$	1,912.00	
Total State Reimbursement ➤		\$	6,958.00

USDA Foods Value	\$	40,382.00	
Bonus USDA Foods Value	\$	-	
Total USDA Foods Value ➤		\$	40,382.00

Total In-School Revenue	\$	-	
Total Federal Reimbursement	\$	-	
Total USDA Foods	\$	40,382.00	
Total State Reimbursement	\$	6,958.00	
Total Revenue ➤		\$	47,340.00

*Complete using the most recent program reimbursement received from RIDE.

Attachment AA-4: Projected Food Service Budget—Expenditures, page 4 of 6
For Programs and Sites to be Contracted

To be Completed by FSMC

Based on 180 Days of Service

Food and Milk		
Enter the amounts of food and milk purchased and received	\$	-
Enter the amounts of Manufacturing Rebates, Discounts, and Credits (enter as a negative value)	\$	-
USDA Foods Value	\$	40,382.00
Bonus USDA Foods Value	\$	-
USDA Foods processing and handling charges	\$	-
Sub-Total:	\$40,382.00	
Direct Labor and Benefits		
Enter the gross amount paid for salaries to food service workers (other than Food Service Director). Include employee benefits such as health insurance, retirement funds, and matching social security.	\$	-
Food Service Director pay (including benefits)	\$	-
Sub-Total:	\$0.00	
Other Direct		
The cost for nonfood items such as paper goods, supplies, equipment repairs, etc. ^[1]	\$	-
Expendable Equipment		
The amount of each piece of equipment which has an expected service life of less than one year and an acquisition cost less than \$1,500. ^[1]	\$	-
Nonexpendable Equipment		
The amount of each piece of equipment which is not consumed in use and is of durable nature with an expected service life of one or more years and has an acquisition cost of \$1,500 or more. ^[1]	\$	-
Implementation Cost		

The amount of costs associated with the implementation of the program. ^[1] \$ -

Non-reimbursable Expenses	
Enter all expenditures that are not an allowable cost for reimbursement purposes (i.e., bank charge of bounced checks, lost purchased foods, lost USDA Foods, etc.); enter as a negative value	\$ -
Special Functions <i>Catering</i>	
Enter total expenditures related to special functions (i.e., food, labor, supplies, equipment repair, etc.)	\$ -
Vended Meals <i>Contract Meals —If not included above</i>	
Enter total expenditures related to the preparation and delivery of contract meals (i.e., food, labor, supplies, etc.).	\$ -
Vending/Concessions	
Enter total expenditures related to concession sales (i.e., food, labor, supplies, equipment repair, etc.)	\$ -
Total Operational Expenditures >	
	\$40,382.00

[1] - Totals from detail in tab [Attachment AB-5](#)

Attachment AA-5: Projected Food Service Budget—Equipment and Implementation Costs,
page 5 of 6

Program Costs by Line Item

To Be Completed by FSMC

Other Direct Costs Costs by Line Item

Item	Description	Cost
1	<i>Paper Goods</i>	\$ -
2	<i>Supplies</i>	\$ -
3	<i>Equipment Repair</i>	\$ -
4		\$ -
5		\$ -
6		\$ -
18		\$ -
19		\$ -
20		\$ -
Total Cost ➤		\$ -

Expendable Equipment Costs by Line Item

Item	Description	Cost
1		\$ -
2		\$ -
3		\$ -
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -
11		\$ -
12		\$ -
13		\$ -
Total Cost ➤		\$ -

Nonexpendable Equipment Costs by Line Item

Item	Description	Cost
1		\$ -
2		\$ -
3		\$ -
4		\$ -
5		\$ -
6		\$ -
Total Cost ➤		\$ -

Implementation Costs by Line Item

Item	Description	Cost
1	<i>Office Supplies</i>	\$ -
2	<i>IT (software)</i>	\$ -
3	<i>Signage</i>	\$ -
4		\$ -
5		\$ -
18		\$ -
19		\$ -
20		\$ -
Total Cost ➤		\$ -

Attachment AD: FSMC UCOA Invoice Template

Vendor:

<Vendor Name>

Billing Period:

<xx/xx/20xx through xx/xx/20xx>

Operating Month of Invoice:

<Month>

FSMC UCOA Invoice Summary

INVOICE

DATE

INVOICE NO.

<Payment terms (due on receipt, due in X days)>

BILL TO

<LEA Name>

<LEA Billing Contact>

<LEA Address>

<LEA Phone>

<LEA Email>

REMIT TO

<FSMC Name>

<FSMC Billin Contact>

<Remittance Address>

<FSMC Phone>

DESCRIPTION	TOTAL PER OPERATING STATEMENT
Gross Food Cost	
(Credits, Rebates, & Discounts)	
Net Food Cost - UCOA 55706	0.00
Labor Costs - UCOA 55707	
Other Direct Costs - UCOA 55708	
Management Services Fee	
General Support Services Fee	
Total Fees - UCOA 55709	0.00
Remarks / Payment Instructions:	Balance Due \$ -

Attachment AA-6: Projected Food Service Budget—Profit or Loss, page 6 of 6

For Programs and Sites to be Contracted

To be Completed by FSMC

Based on 180 Days of Service

Total Revenue	\$	47,340.00
Total Operational Expenditures	\$	40,382.00

Offeror's Total Fixed Fee(s) Costs

	Number of Meals		Fixed Fee		
Management Fee Per Meal	<u>0</u>	X	\$ -	=	\$ -
Administrative Fee Per Meal	<u>0</u>	X	\$ -	=	\$ -

Total Proposed Fixed Fee	\$	-
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Profit or Loss ➤	\$6,958.00
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