



Nuestro Mundo Public Charter School
REQUEST FOR PROPOSALS

SCHOOL FOOD SERVICE PROGRAM

Fixed Price Contract

Approved by the NMPCS Board of Directors on May 6th, 2025

May 2026

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REQUEST FOR PROPOSALS

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EXHIBIT A

2026-2027 SCHOOL CALENDAR

REQUEST FOR PROPOSALS SCHOOL FOOD SERVICE PROGRAM

The Nuestro Mundo Public Charter School (NMPCS) is seeking sealed proposals for management of its School Food Service Program for the 2026-2027 school year and beyond. 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 RFP, with price as the primary factor in the award decision. The school seeks proposals for a fixed price contract, with a fixed price to be charged for each reimbursable breakfast, lunch and snack provided as part of the School Food Service Program. 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 Rhode Island Department of Elementary and Secondary Education (RIDE) and the United States Department of Agriculture (USDA).

Specifications may be obtained at www.nuestromundopcs.org or by emailing dvasquez@nmpcs.org

The NMPCS 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 school.

Proposals are to be placed in sealed envelopes and clearly marked "**NUESTRO MUNDO PUBLIC CHARTER SCHOOL - FOOD SERVICE PROGRAM PROPOSAL**" and addressed to the school, 17-21 Gordon Ave, Providence, RI 02905. Proposals are due by **10:00 am on July 30, 2026**, at which time they will be opened publicly. A mandatory pre-proposal meeting will be held at 17-21 Gordon Ave, Providence, RI 02905 on **July 7, 2026 at 9:00 a.m.**

No proposal will be accepted after the specified date and time.

The attached **FOOD SERVICE MANAGEMENT COMPANY AGREEMENT (SCHEDULE G)** contains certain core contract provisions that form a part of this procurement. This Agreement (including any additions or addenda made by the school and FSMC) may be executed only after satisfying any applicable review and approval requirements set by RIDE.

SECTION I INTRODUCTION

PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)

The purpose of this request is to provide for the successful operation of nutritious, quality Food Service Programs at the Nuestro Mundo Public Charter School. The Food Service Management Company (FSMC) will assume responsibility for the efficient management of the school's Food Service Program, including purchasing and receiving. This responsibility will include the FSMC's adherence to all rules and regulations of the USDA and RIDE, as well as the proper use of federally donated commodities. This proposal assumes that current meal prices will be maintained, unless otherwise requested by the school.

The organization or individual responding to this request will be referred to as the FSMC and the Agreement will be between the FSMC and the Nuestro Mundo Public Charter School (NMPCS).

ADMINISTRATIVE GUIDANCE

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 that meet minimum requirements, but is not intended to limit the content of proposals or exclude any relevant or essential data. FSMCs are at liberty and are encouraged to expand upon the specifications to evidence service capability under any Agreement.

RESPONSE DATE- TIMETABLE

A copy of the proposal must be received by **July 30, 2026, by 10:00 am**. Any proposals en route, whether in the mail or at other locations within the NMPCS' offices, will not be considered timely and will be late and ineligible for consideration. The proposal must be received at the school, 17-21 Gordon Ave, Providence, RI 02905.

- * June 15, 2026 Request for Proposals (RFP) Issued
- * July 7, 2026 9:00 am. Pre-Proposal Conference (Required) – NMPCS 17-21 Gordon Ave, Providence RI 02905
- * July 20, 2026 Questions Due
- * July 30, 2026 10:00 am. Proposal Deadline
- * July 30-August 3, 2026 Review and Evaluation of Proposals
- * August 6, 2026 Award of Contract by NMPCS

CONSIDERATION OF PROPOSALS

The school may award the 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.

NMPCS 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 school.

Any action which diminishes open and free competition seriously undermines the integrity of the procurement process and may subject NMPCS to bid protests. The school is responsible for properly responding to protests and concerns raised by potential contractors. If a prospective vendor disagrees with the award of the bid, they have the right to protest. Disputes arising from the award of this contract must be submitted in writing to **Diego Arene-Morley, 17-21 Gordon Avenue, Providence, RI 02905**, the hearing official, no later than three days after the published award. The hearing official will disclose the dispute to RIDE. The steps for dispute resolution are as follows:

1. A meeting with the hearing official and representatives from the disputing party to discuss and resolve the complaint.
2. A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted in writing to the protestor and all parties involved. This decision letter will be mailed to the protestor and will advise him/her that he/she has the right to an additional review.
3. All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.
4. If purchases for school meals must be made before a final decision is rendered, the school system's emergency purchase procedures will be used.

BACKGROUND INFORMATION

NMPCS Total School Enrollment, FY2027:

| Grade | Enr. |
|-------|------|
| K | 44 |
| 1 | 44 |
| 2 | 44 |
| 3 | 44 |
| 4 | 44 |
| 5 | 44 |
| 6 | 44 |
| 7 | 44 |
| 8 | 22 |

Total Projected Meals

Breakfast: 84,000

Lunch: 84,000

Daily Projected Meals:

Breakfast: 300

Lunch: 300

Free and reduced-price eligibility applications will be approved and monitored at the school; however, FY2027 will be another school year with universal free lunch.

BASIC FSMC REQUIREMENTS:

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

1. The FSMC must be sufficiently large and have the necessary expertise to provide the resources needed to manage and continuously improve the NMPCS 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 requirement applies only to the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
 - b. The FSMC must have done business with various schools for five (5) consecutive years or more. In lieu of this organizational experience, commensurate staff expertise must be demonstrated.
 - c. Any interested company must currently operate a minimum of five (5) successful School Food Service Programs, at least one of which must be of the size and total population of NMPCS. In lieu of this organizational experience, commensurate staff expertise must be demonstrated.
 - d. Any interested FSMC must be willing to provide a performance bond from a Rhode Island-licensed company in the amount of five percent (5%) of the total contract value, should it be awarded. A surety letter from an acceptable bonding or surety company indicating ability to obtain the bond must be included with the pre-qualification data. This performance bond will guarantee the vendor's faithful performance of all terms of the Agreement throughout the life of the Agreement.
 - e. 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.
 - f. By placing a bid, the interested company certifies its acceptance of the school's selection criteria.
 - g. 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 demonstrate comparable competency. Development of model programs in these areas may be advantageous:

- a. Nutrition.
 - b. Menu planning.
 - c. Purchasing of local foods.
 - d. Cooking fresh food from scratch.
 - e. Increasing student participation while complying with R.I. Regulations Governing Nutritional Requirements for Reimbursable Meals and Competitive Foods and Beverages; Limitations on Competitive Foods and Beverages at Meal Time and USDA nutritional and meal pattern regulations.
 - f. On-site production.
 - g. Quality control.
 - h. Employee supervision.
 - i. Staff management training.
 - j. Employee motivation and positive involvement.
 - k. Marketing.
 - l. Public relations.
 - m. Financial Management Systems.
3. The FSMC must designate a point of contact to serve as Resident District Manager to direct the School Food Service Program and implement the cooperatively agreed-upon upgrades. The District Manager must be identified by 7/8/2026.
 4. The FSMC must describe how it will comply with requirements to provide detailed participation and also financial data to the school on a monthly and annual basis in conjunction with the Net Cash Resource reporting requirements, and to meet with the NMPCS Food Service Manager monthly and with the Superintendent quarterly to review progress towards the school's level fiscal, participation and programmatic goals.
 5. All proposals shall be valid and may not be withdrawn for sixty (60) days after submission.

6. 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 school.
7. The FSMC must invoice the school monthly at a per-meal fee. The invoice must be detailed, showing the number of meals per day, with the fee per meal.
8. The FSMC must identify the amount of each discount, rebate, and other applicable credit on its invoices presented to the school 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.
9. The FSMC must maintain documentation of rebates and other applicable credits and furnish such documentation upon request to the school, RIDE, or USDA.
10. The FSMC must identify the method by which it will report discounts, rebates and other applicable credits, allocable to the school, as they become known during the term of the contract and for those that are not reported prior to the conclusion of the agreement, and receive approval from the school prior to issuing its first invoice of the agreement period.

Required Commodity Provisions:

1. All USDA donated foods received for use by the recipient agency for the school year covered by the contract shall be used in the recipient agency's food service.
2. The FSMC will provide the following services in relation to commodity foods:
 - a. Preparing and serving meals
 - b. Ordering or selection of donated foods, including processed end products, in coordination with the recipient agency in accordance with 7 CFR 250.58 (a)
 - c. Storage and inventory management of donated foods in accordance with 7 CFR 250.52
 - d. Payment of processing fees and/or submittal of refund requests to a processor on behalf of the recipient agency, or remittance of refunds for the value of donated foods in processed end products to the recipient agency, in accordance with subpart C of 7 CFR 250
3. With respect to all activities the FSMC will be responsible for related to donated foods, the FSMC shall ensure that such activities are performed in accordance with the applicable requirements in 7 CFR 250.

Crediting for, and use of, donated foods

1. The FSMC must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in a school year (including both entitlement and bonus foods).
 - a. Including the value of donated foods contained in processed end products if the FSMC's contract requires it to procure processed end products on behalf of the recipient agency; or act as an intermediary in passing the donated food value in processed end products on to the recipient agency.
2. The FSMC will credit for donated foods by disclosure, i.e., the FSMC credits the recipient agency for the value of donated foods by disclosing, in its billing for the prices of meals provided to the recipient agency, the savings resulting from the receipt of donated foods for the billing period.
 - a. The FSMC shall use the most up-to-date USDA list of commodity food values to report the value of donated foods to the recipient agency on its billing documents.
3. All donated foods (this includes but is not limited to ground beef, ground pork, and all processed end products) shall be used in the recipient agency's food service.

Storage and inventory management of donated foods

1. The FSMC must meet the general requirements in 7 CFR 250.14(b) for the storage and inventory management of donated foods. Additionally, the FSMC must ensure that its inventory management system does not result in the recipient agency being charged for donated food.
2. If the contract terminates and is not extended or renewed, the FSMC must return all unused donated food, including, but not limited to, ground beef, ground pork, and processed end products, to the recipient agency.
3. The recipient agency must ensure that the FSMC has credited it with the value of all donated food received for use in the recipient agency's meal service during the school year. The FSMC shall cooperate in this endeavor.

Required contract provisions

1. A statement that the FSMC must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in the school year, and including the value of donated foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a).
2. The method used to credit the recipient agency for donated foods shall be crediting by disclosure, which will occur on billing documents submitted each month.
3. The FSMC shall use the USDA's most up-to-date list of commodity food values to report the value of donated foods to the recipient agency on its billing documents.

4. The FSMC will ensure compliance with the requirements of subpart C of 7 CFR part 250 and with the provisions of the distributing and/or recipient agencies' processing agreements in the procurement of processed end products on behalf of the recipient agency, and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value.
5. The FSMC should ensure the recipient agency that it will not itself enter into the processing agreement with the processor required under subpart C of 7 CFR 250.
6. The distributing agency, sub-distributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the food service management company's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
7. The FSMC shall maintain records to document its compliance with 7 CFR 250.54(b).
8. Extensions or renewals of the contract, if applicable, are contingent upon fulfillment of all contract provisions relating to donated foods.
9. The FSMC agrees to indemnify and hold harmless NMPCS and its governing board and its members, its directors, officers, and employees from and against any and all claims, suits, liability and expenses (including court costs and reasonable attorneys' fees) arising out of the FSMC's breach of this Agreement or its or its officers', and employees' negligent acts or omissions, or its/their willful or intentional misconduct in the course of its/their performance under this Agreement. The provisions of this section shall survive the termination of this Agreement. The FSMC also agrees to maintain throughout the term of this Agreement, professional and general liability insurance coverage in amounts satisfactory to NMPCS, and the FSMC shall provide NMPCS with evidence of such insurance coverage upon request.
10. Each party shall use any confidential information of the other party solely in relation to, and under the terms of, this Agreement and shall not disclose the confidential information of the other party to any third party except: (a) to its agents and contractors who need to know the confidential information to perform their duties in connection with this Agreement and, in the case of agents and contractors, have executed written confidentiality agreements requiring them to maintain the confidentiality of the other party's confidential information; and (b) to governmental or regulatory authorities having jurisdiction over such party or as required by law. In the event that a party receives a court order, discovery demand or subpoena requiring it to divulge confidential information of the other party, it shall promptly notify the other party of such requirement so that the other party may seek a protective order. Each party shall protect the confidentiality and integrity of the other party's Confidential Information using the same degree of care that it uses to protect its own similar information, but in no event less than reasonable care. Personally identifiable student education records shall be subject to the provisions of the federal Family Educational Rights and Privacy Act and its accompanying regulations ("FERPA"), including but not limited to the FERPA confidentiality and access requirements. The provisions of this section shall survive the termination of this Agreement.
11. NMPCS maintains full and absolute right of ownership of and to any and all Intellectual

Property and Developments, including copyrights, patents, trademarks, trade secrets and all other intellectual property rights made, conceived, discovered, or reduced to practice independently by NMPCS without any contribution from FSMC during the term of this Agreement, including the right to apply for, obtain, hold and renew any of the foregoing. FSMC maintains full and absolute right of ownership of and to any and all Intellectual Property and Developments, including copyrights, patents, trademarks, trade secrets and all other intellectual property rights made, conceived, discovered, or reduced to practice independently by FSMC without any contribution from NMPCS during the term of this Agreement, and including the right to apply for, obtain, hold and renew any of the foregoing. To the extent that any doubt regarding Intellectual Property may arise or occur, FSMC hereby fully and irrevocably assigns any rights FSMC may have or acquire in the Intellectual Property and related benefits and/or rights that is/are unique to NMPSC's methodology, model, and program, to NMPSC without further compensation.

12. If during the term of this Agreement, NMPCS and FSMC together make, conceive, discover, or reduce to practice any Development that is unique to NMPCS's methodology, model, and program, then such Development, and the Intellectual Property and related benefits and/or rights, will immediately become NMPCS's sole and absolute property, and FSMC hereby fully and irrevocably assigns any rights FSMC may have or acquire in the Development, and the Intellectual Property and related benefits and/or rights, to NMPCS without further compensation.
13. For purposes of this section of this Agreement, "developments" include, but are not limited to any Intellectual Property that is (i) within or results from this Agreement and/or (ii) results or arises from NMPCS's Intellectual Property or FSMC's Intellectual Property irrespective of the circumstances. Consistent with the Copyright Act of 1976 ("Copyright Act"), each Development, and the Intellectual Property and related benefits and/or rights, will be a "work made for hire" as that term is defined in Section 101 of the Copyright Act, and will be NMPCS's sole property and NMPCS will be the sole author within the meaning of the Copyright Act, unless otherwise noted in this Agreement.

Recordkeeping and reviews

1. The FSMC must maintain the following records relating to the use of donated foods in its contract with the recipient agency:
 - a. The donated foods and processed end products received from, or on behalf of, the recipient agency, for use in the recipient agency's food service;
 - b. Documentation that it has credited the recipient agency for the value of all donated foods received for use in the recipient agency's food service in the school year, including, in accordance with the requirements in 7 CFR 250.51(a), the value of donated foods contained in processed end products; and
 - c. Documentation of its procurement of processed end products on behalf of the recipient agency, as applicable.
2. The recipient agency must ensure that the FSMC complies with the requirements of this part by monitoring the food service operation, as required in 7 CFR parts 210, 225,

or 226, as applicable.

3. The recipient agency must also conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the recipient agency's food service in the school year, including, in accordance with the requirements in 7 CFR 250.51(a), the value of donated foods contained in processed end products.

SECTION II

SCHOOL OBJECTIVES & RESPONSIBILITIES

OBJECTIVES

1. To provide appealing and nutritionally sound reimbursable breakfasts, lunches, 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 R.I.G.L. 16-21-7 and the Regulations Governing Nutritional Requirements for Reimbursable Meals and Competitive Foods and Beverages; Limitations on Competitive Foods and Beverages at Meal Time¹ 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/locally-grown products, including but not limited to fruits, vegetables, and dairy products, whenever possible.
5. To promote nutritional and wellness awareness whenever the Food Service Program can interface with the school'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.
6. To increase participation at all levels of the 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.
7. To provide a management staff and structure that will offer adequate help, pursue continuous improvement, and ensure that the School Food Service Program is one of consistent top quality and of positive regard by students, staff, and the public.
8. To continually evaluate management structure and investigate opportunities to streamline and cooperatively share management activities among partner schools, where appropriate.

9. 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.
10. To establish a formal structure to routinely and continuously gather input from students, staff, and the public about the Food Service Program.
11. To provide a financial reporting system that meets Federal, State and School Food Authority (SFA) requirements.
12. To provide the SFA Administration with monthly operating statements and information regarding the Food Service Program.
13. To support monthly meetings with the FSMC to review progress towards the school's fiscal, participation and programmatic goals.

SECTION III

FSMC OBJECTIVES AND RESPONSIBILITIES

OBJECTIVES

1. To provide appealing and nutritionally sound reimbursable breakfasts, lunches, after school snack programs and a la carte program for students as economically as possible in a financially self-supporting School Food Service Program.
2. To promote healthy eating by compliance with R.I.G.L 16-21-7 and the Regulations Governing Nutritional Requirements for Reimbursable Meals and Competitive Foods and Beverages; Limitations on Competitive Foods and Beverages at Meal Time”² 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/locally-grown products, including but not limited to fruits, vegetables, and dairy products, whenever possible.
5. To promote nutritional awareness whenever the Food Service Program can interface with the school's educational programs, and to develop and maintain the cafeteria as a learning environment for nutrition and wellness education. All posters, promotional

- materials, messages, etc. will promote only healthy foods and positive nutrition and lifestyle habits.
6. 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.
 7. To continually evaluate management structure and investigate opportunities to streamline and cooperatively share management activities among multiple partner schools, where appropriate.
 8. To provide detailed participation and financial data to the school on a monthly and annual basis in conjunction with the Net Cash Resource reporting requirement.
 9. To meet with the school's Superintendent monthly to review progress towards district-level fiscal, participation and programmatic goals.
 10. To administer the Fresh Fruit and Vegetable Program at each school selected for participation by RIDE, if applicable

ADDITIONAL FSMC RESPONSIBILITIES

Refer to Article 6 of the attached FSMC Agreement, and the Duties – Responsibilities and Summary (Schedule G) attachment in this RFP. This Article in the FSMC Agreement and Schedule G in this RFP are not all inclusive, as other FSMC responsibilities are set forth throughout the attached FSMC Agreement.

SECTION IV

NUTRITION CRITERIA FOR SCHOOL FOOD SERVICE PROGRAMS

USDA Nutrition Requirements

The School Food Service Program shall meet or exceed the minimum federal nutrition criteria as required by the USDA in the School Breakfast Program (SBP), the National School Lunch Program (NSLP), the Summer Food Service Program (SFSP), as applicable.

Rhode Island Nutrition Requirements

Please see Schedule B.

Snack Foods and Beverages Sold or Offered by School Food Service Operations

Snack foods and beverages must meet the requirements of the RI Regulations Governing Nutritional Requirements and comply with the SFA's wellness policy and initiatives.

Sourcing

NMPCS 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 a comparable or higher quality product is available at an equal or lesser cost than from the FSMC's current primary vendor.

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

Meal Format

The FSMC must follow the developed menus (Schedules A-C) for use in the School Food Service Program(s).

With the school's written approval, the FSMC may provide cold or hot meal options, or a combination of both, provided that all options meet nutritional criteria. The FSMC may slightly deviate from the planned menus with prior approval, but the meal quality and variety must at least match the menus. The school's wish is to have a 4-6-week cycle menu that includes seasonal foods, farm-to-table options, and new entrees introduced regularly.

SECTION V

PROPOSAL FORMAT AND CONTENTS

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***
- ***PRICE INFORMATION***
- ***BID GUARANTEE AND PERFORMANCE BOND***

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.

EXECUTIVE SUMMARY

The reader should be able to grasp the essence of the proposal from 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.

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 three (3) 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.
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 transition plan that indicates the activities, procedures, timetable, and support personnel involved in implementing services.

7. Provide documentation on any lost or not renewed FSMC contracts in the last two calendar years.

FINANCIAL CONDITION

1. Describe the procedures used by the FSMC for the following:
 - a. Inventory control and management including purchasing.
 - b. Internal controls surrounding cash on hand.
 - c. Internal audit procedures.
 - d. Detail of all reports available and their use.
2. Provide examples of the reports available to the school and the frequency of reporting. List other assistance you will provide the school.
3. Provide a sample of a monthly invoice to the school.

PERSONNEL MANAGEMENT AND TRAINING

1. The FSMC will provide training in food safety certification.

INNOVATION AND PROMOTION OF THE SCHOOL FOOD SERVICE PROGRAM

1. What is FSMC's philosophy regarding promotion (increasing awareness and participation) in the School Food Service Program? How would you implement this philosophy in the school? Provide specific, relevant examples.

INVOLVEMENT OF STUDENTS, STAFF, AND PATRON

What are the FSMC's philosophy and plans regarding its involvement with students, teachers, school administrators, and parents in program evaluation, menu selection, and discussions of nutritional issues, etc.?

1. Provide specific, relevant examples of involvement effort and results, by SFA client, where applicable.

MENU SELECTION, USES OF COMMODITIES, FOOD QUALITY, AND PORTION SIZE

1. Describe your philosophy for each of the following:
 - a. Menu selection.
 - b. Use of commodity foods.
 - c. Procurement and use of RI-grown/locally-grown produce.
 - d. Food quality.
 - e. Portion quantities.
2. Supply sample menus to be implemented including portion sizes.

PRICE INFORMATION

1. List all fixed prices per meal.
2. List detailed payment terms.

PERFORMANCE BOND

1. 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 five (5) % of the total contract value, should it be awarded.
 2. Requests for clarification or interpretation of this RFP must be made in writing to NMPCS prior to the submission of a proposal.
 3. All questions submitted to NMPCS and responses thereto will be provided to all interested bidders.
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SECTION VI

EVALUATION OF PROPOSALS, RANKING AND AWARD

EVALUATION OF PROPOSALS, RANKING AND AWARD

1. It is the intent of NMPCS to accept the proposal that best promotes the public interest and is most advantageous to the school. All responsive proposals will be evaluated by a team, and their 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 school may seek to negotiate with companies that submit proposals receiving a predetermined cut-off score. Any such negotiations will be conducted in a fair and equitable manner. The primary factor in the award shall be the total price offered to NMPCS by the FSMC.
2. The following criteria will be used to evaluate proposals and are given the weights indicated below. Please ensure that your response to this RFP includes information related to the evaluation criteria below.
3. You must identify the corresponding page number to each criterion within your table of contents.

| Evaluation Criterion | Points Assigned to Criterion |
|---|-------------------------------------|
| The FSMC demonstration of having a complete understanding of the school's School Food Service Program and its service requirements | 5 |
| Evidence of corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention, and references, the FSMC organizational chart/plan for managing, supervising and staffing the Program; an FSMC organizational chart for non-school-based positions; a transition plan; evidence of ability to meet financial targets. | 10 |
| The qualifications and experiences of the FSMC management personnel that are to be assigned to the School Food Service Program; proposed management staffing. | 10 |
| Ability of FSMC to deliver fresh meals to the school on a daily basis in a cost-effective manner. | 15 |
| Evidence of FSMC procedures for inventory control and purchasing management, tracking sales, internal cash handling controls and audit procedures, sample monthly invoices. | 5 |
| Evidence of training programs for both management/professional and hourly school food service employees; the FSMC's personnel management philosophy; strategies to reduce turnover; personnel evaluation plans and proposed employee benefit package | 5 |

| | |
|--|----|
| Innovative service programs offered by the FSMC that will complement and enhance the School Food Service Program (including Farm to School Program, use of local foods), increase participation, improve the wellness of students and staff; Discuss the financial impact of these innovations on the Program. | 10 |
|--|----|

| | |
|--|-----|
| Evidence of successful communications systems and strategies to inform and engage students, teachers, administration, parents and staff in nutritional/wellness issues, i.e. soliciting input, responsiveness to feedback, participation in program evaluation, selection of menus; FSMCs involvement/support of Wellness Committees; | 5 |
| The FSMC provided information on their philosophy and demonstrated their experience, ability and involvement in the following areas: Nutrition, promotion of nutrition and wellness, menu development, use of USDA Donated Foods, procurement/use of RI-grown/locally grown produce, fresh food scratch cooking, quality control, employee supervision, selecting and procuring food service equipment, promotion of healthy foods and produce to comply with RI Nutrition Requirements and USDA regulations, marketing, public relations, increasing student participation while complying with RI Nutrition Requirements and USDA meal pattern regulations. Supplied sample menus which meet the needs of the school and comply with RINR and USDA regulations. | 10 |
| Evidence of the financial stability of the FSMC. | 5 |
| Evidence of a comprehensive food handling, housekeeping, and sanitation program. | 5 |
| Price (this criterion must be the primary factor in the award decision) | 15 |
| Total Points Possible | 100 |

Any notice of bid protest must be filed with **Diego Arene-Morley** by the protestor in accordance with the guidelines provided in this RFP.

STATEMENT OF COMMITMENT

To be completed and submitted with proposal (Schedule C).

SCHEDULE A
USDA MINIMUM PROCUREMENT SPECIFICATIONS

FOOD ITEMS

MINIMUM REQUIREMENTS

Dairy Products

- Fresh eggs
- Frozen eggs
- Milk

Must be government inspected

- USDA Grade A
- USDA inspected
- Pasteurized, Grade A

Meat

- Beef, lamb and veal
- Pork
- Poultry Seafood

Must be government-inspected

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

Fruit and Vegetables

- Canned
- Fresh
- Frozen Fruits and Vegetables

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

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

Bread/Rolls

Packaged bread and rolls to be manufacturer dated for freshness

Staple Groceries

To be a quality level commensurate with previously listed standards

SCHEDULE B NUTRITION REQUIREMENTS

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

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 nutritional standards for school meals reimbursed by the United States Department of Agriculture and for all other food and beverages 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 may establish more rigorous or additional requirements for school meals and competitive foods that are not inconsistent with USDA rules. The additional nutritional requirements and limitations on the sale 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. § 210.8 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%) percent whole grain and the remaining “grain servings” must be whole grain rich.
2. In all menu-planning options, schools will offer, at a minimum, two (2) different fruits and/or vegetables at breakfast and three (3) different fruits and/or vegetables at lunch each day.
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 lunch each day, but not at both.
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:

- The entrée that is included in that day's reimbursable meal;
- The same entrée when served the next school day;
- Whole or cut fresh fruits;
- Whole or cut fresh vegetables (may include low-fat dressing or hummus);
- Yogurt (may be layered with fruit)
- Water – any size of plain water (with or without carbonation)
- Fluid Milk – up to eight (8) ounce portions limited to:
 - Unflavored low-fat milk (1% fat) or
 - Unflavored or flavored fat-free milk, or
 - Milk alternatives permitted by USDA National School Lunch Program

TO: NMPCS

SCHEDULE C

STATEMENT OF COMMITMENT

LADIES AND GENTLEMEN:

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 SERVICE MANAGEMENT COMPANY AGREEMENT. THAT HE/SHE HAS INFORMED HIMSELF/HERSELF FULLY IN REGARD TO THE SPECIFICATIONS RELATING TO THE FOOD SERVICE MANAGEMENT COMPANY AGREEMENT SO DESIGNATED, AND HAS MADE HIS/HER OWN EXAMINATIONS AND ESTIMATES AND FROM THEM MAKES THIS PROPOSAL.

THE UNDERSIGNED UNDERSTANDS THAT NMPCS RESERVES THE RIGHT TO WAIVE ANY FORMALITIES AND TO REJECT ANY AND ALL PROPOSALS OR ANY PART THEREOF AND/OR ACCEPT ANY BID OR PART THEREOF, OR TO SELECT A BIDDER WHOSE PROPOSAL IS NOT THE LOWEST, WHICH IT CONSIDERS TO BE IN THE BEST INTEREST OF THE DISTRICT.

WITH THE ABOVE UNDERSTANDING, THE UNDERSIGNED PROPOSES TO CONFORM TO THE REQUIREMENTS AS LISTED IN THE REQUEST FOR PROPOSAL AND AGREEMENT 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 Official | |
| Title | |
| Date | |



SCHEDULE D

DUTIES RESPONSIBILITIES SUMMARY

NMPCS has deemed the following cost responsibility SCHEDULE to be a necessary part of this bid specification as an indicator of who will bear ultimate responsibility for the specific duty/responsibility listed. The column selected for each expense represents whether NMPCS or FSMC is ultimately responsible for the item listed.

| Description | <u>FSMC</u> | <u>NMPCS</u> | <u>Not Applicable</u> |
|---|-------------|--------------|---------------------------|
| FOOD AND BEVERAGE | | | |
| 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 | | |
| | | | |
| FSMC MANAGEMENT LABOR | | | |
| Payment of Full and Part Time Salaries/ Wages | X | | |
| Payment of Student Salaries | X | | |
| Payroll Taxes (FICA, Medicare) | X | | |
| Fringe Benefits (including health, dental, life, vision, pension, disability, wellness programs, legal, 401K plans) | X | | |
| Worker's Compensation | X | | |
| Unemployment Compensation | X | | |
| Training and Development | X | | |
| Preparation of Payroll | X | | |
| Bonuses | X | | |
| NON- MANAGEMENT LABOR | | | |
| Payment of Full and Part Time Salaries/ Wages | X | | |
| Payment of Student Salaries | | | X |
| Payroll Taxes (FICA, Medicare) | X | | |
| Fringe Benefits (including health, dental, life, vision, pension, disability, wellness programs, legal, 401K plans) | X | | |
| Worker's Compensation | X | | |

| | | | |
|------------------------------------|---|--|--|
| Unemployment Compensation | X | | |
| Training and Development | X | | |
| Preparation of Payroll | X | | |
| FOOD AND MAIL TRANSPORT | | | |
| Provide Vehicle for Transportation | X | | |
| Maintenance of Vehicle | X | | |

| | | | |
|---|---|---|----------|
| Provide Driver for Transportation | X | | |
| Provide Food Transport Containers | X | | |
| Deliver In-District Mail | | | <u>X</u> |
| ADDITIONAL ITEMS | | | |
| Telephone | | | |
| Local | | X | |
| Long Distance | X | | |
| Cellular Phones | X | | |
| Make Equipment Purchases | X | | |
| China, Glass, Flatware | X | | |
| Initial Inventory | X | | |
| Purchase Replacement of China, Glass, Flatware During Operation | X | | |
| Purchase Replacement of Expendable Equipment (Pots, Pans, etc.) | X | | |
| Purchase 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 | | X | |
| Painting Kitchen | X | | |
| Painting Cafeteria | | X | |
| Trash / Garbage Removal | | | |
| From Kitchen | X | | |
| From Dining Room | | X | |
| From Premises | | X | |
| Taxes (such as personal property or inventory taxes on leased equipment) | | X | |
| Reimburse Travel-Local | X | | |
| License Fees | X | | |
| SUPPLIES | | | |
| Detergent/Cleaning Supplies | | X | |
| Paper/Disposable Supplies | | X | |

| | | | |
|----------------------------|---|---|---|
| Postage | X | | |
| Laundry Services | X | | |
| Staff Uniforms | | | X |
| Menu Paper and Printing | | X | |
| Tickets Printing or Tokens | | | X |
| Office Supplies | | X | |
| Other Janitorial Supplies | | X | |
| | | | |

| | | | |
|--|---|---|---|
| CLEANING RESPONSIBILITIES ARE LISTED BELOW: | | | |
| CLEANING KITCHEN | | | |
| Responsible for Daily Cleaning of Equipment | X | | |
| Clean Floors and Walls | X | | |
| Clean Windows/Blinds/Draperies | X | | |
| Clean Ceilings, Fans, Light Fixtures | X | | |
| Dishwashing | X | | |
| Daily Cleaning of Serving/Preparation Areas | X | X | |
| Clean Tables and Chairs in Kitchen | X | | |
| Clean Staff Locker Rooms | X | | |
| Clean Staff /Public Restrooms | X | | |
| Clean and Clear Grease Traps | X | | |
| Daily Removal of Trash and Garbage | X | | |
| CLEANING CAFETERIA | | | |
| Clean Equipment | | X | |
| Clean Floors and Walls | | X | |
| Clean Windows/Blinds/Draperies | | X | |
| Clean Ceilings, Fans, Light Fixtures | | X | |
| Clean Tables and Chairs | | X | |
| Bussing of Dishes from Tables | | X | |
| SERVICES | | | |
| Courier Services (i.e. bank deposits, school deliveries) | X | | |
| Pest Control/Extermination | X | X | |
| Dept. of Health Approved Kitchen Inspections | X | | |
| Vending Machines Services/Operations | | X | |
| | | | |
| OTHER (identify each below) | | | |
| Promotional Services | | | X |
| Storage Costs: | | X | |
| Food | X | | |
| Supplies | X | | |
| | | | |
| | | | |

SCHEDULE E

MEAL EQUIVALENT DOLLAR AMOUNT
(Will update when numbers come out)

| | |
|---|--------|
| Current Year USDA Rate of Reimbursement per "Free" Lunch (as of July 1, 2025) | \$4.62 |
| Current Year USDA Rate of Reimbursement per "Reduced" Lunch (as of July 1, 2025) | \$4.22 |
| Current Year USDA Rate of Reimbursement per "Free" Breakfast (as of July 1, 2025) | \$2.94 |
| Current Year USDA Rate of Reimbursement per "Reduced" Breakfast (as of July 1, 2025) | \$2.64 |

SCHEDULE F PRICE PROPOSAL

Complete the following table. All prices to include:

- Labor
- Food
- Delivery of meals
- Serving equipment
- Trays and paper goods if needed
- Utensils if needed
- Milk (two types per day)
- Marketing material

| | Total Units | Price Per Meal | Total Price |
|-----------|----------------|-------------------|-------------|
| Breakfast | | \$ | \$ |
| Lunch | | \$ | \$ |

EXHIBIT A

2026-2027 SCHOOL CALENDAR