

Hopkinton School District

REQUEST FOR PROPOSALS

Proposal for the Operation and Management of the Schools Food Service Programs

The Hopkinton School District is requesting proposals for the operation and management of its food service programs in all three schools. Harold Martin School houses approximately 246 students in grades P-3, Maple Street School houses approximately 227 students in grades 4-6 and Hopkinton Middle/High School houses 502 students in grades 7-12. Proposals are due in the SAU# 66, Superintendent of Schools Office, 204 Maple Street, Contoocook, NH 03229 no later than 1:00 p.m. on March 17, 2009. Proposals will be opened and made public at that time. Opened proposals will be referred to the school board for analysis and Board action. The Hopkinton School Board reserves the right to reject any or all proposals, and act in the best interest of the district.

Please address any questions concerning this request to:

Michelle R. Clark, Business Administrator
SAU #66
204 Maple Street
Contoocook, NH 03229
Phone: 603-746-5186 Ext. 252
Email: mclark@hopkintonschools.org

Please notify SAU #66 by March 6, 2009, in writing, at the above listed address as to whether or not you intend to respond to this request.

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PRE-PROPOSAL CONFERENCE

All interested food service management companies (FSMC's) must contact Michelle R. Clark, Business Administrator, at the Superintendent's office in writing by March 6, 2009 and attend the pre-proposal conference to be held on Tuesday, March 9, 2009, at 9:00 a.m., at the SAU # 66 Superintendent's office in Contoocook, NH. FSMC's will then be given a tour of each of the food service programs included in the RFP. This tour will take most of the day.

Prior to and after the pre-proposal conference, no oral interpretation will be made to any company as to the meaning of the specification. Such questions shall be made in writing to Michelle R. Clark, Business Administrator at SAU # 66. Every interpretation will be in the form of an addendum to the specification and mailed to each FSMC and also will be on file in the office of SAU # 66.

SECTION I: INSTRUCTIONS

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request is to provide for the operation of the Hopkinton School Districts food service program for the 2009-2010 school year. The Food Service Management Company (FSMC) will assume responsibility for the efficient management and consulting service of the food program including purchasing, receiving, storing, setting up service lines, counter service, cleanup, sanitation, training, hiring and supervising personnel. The Hopkinton School District is committed to providing high quality, nutrient dense food for our students and will expect good nutrition practices as well as ongoing nutrition education to be part of the FSMC program. The program will present high quality food that meets new nutrition standards in a way to create optimum student participation. The program will include the use of federally donated commodities.

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 District.

ADMINISTRATIVE GUIDANCE

The information provided herein is intended to assist the FSMC in the preparation of proposal necessary to properly respond to this RFP. The RFP is designed to provide interested FSMC's with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data there from. FSMCs are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

ISSUING OFFICE

SAU #66 is the issuing office for this document and all subsequent addenda relating to it.

RESPONSE DATE

A copy of your proposal must be received at the SAU #66 office prior to 1:00 p.m. on Friday, March 17, 2009. Any proposal en route, either in the mail or at other locations in the District will not be considered timely and will be returned unopened. Proposals received after the deadline will be late and ineligible for consideration. Faxed, or emailed proposals will not be accepted.

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TERM OF CONTRACT

Contract will be for a period of one year, July 1, 2009 to June 30, 2010, with the option for four additional one-year renewals to be exercised by the District. The FSMC must agree that the contract be subject to termination by the District with 60 days written notice. The contract cannot be assigned by either party without the written consent of the other.

CONSIDERATION OF PROPOSALS

The District 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 standpoint. The District reserves the right to reject any or all proposals received and to waive any irregularities in proposals and to make all decisions in the best interest of the District.

DISTRICT'S BACKGROUND

The Food Service program shall provide healthy choices for students. All foods available for the breakfast and lunch programs shall meet or exceed the federal nutrition standards. Our schools will offer food choices that are nutrient dense per calorie, have low fat, low sugar, high fiber content, and are of a moderate portion size, and include a variety of fruits and vegetables. The schools will strive to meet these standards for all school programs and activities held during the school day.

The district is committed to promoting a healthy life style for its students and staff and integrating this practice with curriculum and co-curricular activities.

BASIC FSMC REQUIREMENTS

The intent of this request for proposal is to provide management and consulting services for the food services departments of the Hopkinton School District. The following conditions must be met at a minimum and addressed in proposals:

1. The firm must be of sufficient size and expertise to furnish the resources needed to aid the District in managing a large food services operation. The qualification data shall be submitted by each contractor along with the sealed proposal.
 - A. Company must be licensed to do business in the State of New Hampshire.
 - B. The interested company must have been doing business for three consecutive years or more with a school district.
 - C. Any interested company must be presently operating successful school lunch programs with nutrient based menus.
 - D. Annual reports of financial statements certified by a licensed public accountant for the past two consecutive years must be included with the proposal.

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- E. A management fee history for at least two (2) districts with a student enrollment of at least the same number of students proposed in this RFP shall be included in the proposal. The history shall show charges year to year over a two (2) year period ending in the current year.
 - F. FSMC shall provide a performance bond or other form acceptable to the District in a minimum amount of five (5) percent of the projected operating costs.
2. The FSMC must have extensive involvement and experience in the school food services field in the areas of: designing facilities, selecting and procuring food service equipment, nutrition, wellness, nutrient-based menu planning, on-site production, quality control, employee supervision, staff management training, employee motivation, marketing, public relations, and National School Food Service requirements. The development of model programs in these areas will be advantageous.
 3. The FSMC must provide a resident manager to direct the food services program. This person needs to be in place by July 1, 2009.
 4. Staffing levels and assignments are to be recommended by FSMC and approved by the District.
 5. The FSMC must be able to train and utilize staff to continue an effective and cost efficient program.
 6. The Districts food service operation must be a self-sufficient operation. Funds to pay for consulting and management services and upgrade costs must come from economies of scale and increased meal participation.
 7. The FSMC must agree to assume the entire responsibility and liability in and for any and all damages and/or injuries of any kind or nature whatsoever to all persons, whether employees or otherwise, and to property growing out of or resulting from the operation of the food service program, and for any and all damages and/or injuries of any kind which occur in connection therewith.
 8. The FSMC must agree to indemnify, defend and save harmless the Boards, their agents and employees for and against any and all loss, expenses including legal fees and disbursements, damages and/or injuries growing out of or resulting from or occurring in connection with the execution of the work to be provided, for example, but not limited to any losses, expenses including legal fees and disbursements, damages or injuries occurring in connection with or resulting from the use by the FSMC, its agent or employees, of any equipment, stock, appliance, implements, work tools or machinery or any other property owned, rented, borrowed by or assigned to the aforesaid Board arising under any law whatever, which may be in effect in the locality in which the work is situated or otherwise.
 9. The FSMC must agree to be responsible for the proper execution of the entire work under the contract, and to allow no subcontractor to perform any work without the prior written expressed permission of a District.
 10. All proposals shall be valid and may not be withdrawn for ninety (90) days after submission.

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SECTION II: BACKGROUND INFORMATION

OBJECTIVES OF DISTRICT'S FOOD SERVICE PROGRAM

The successful FSMC shall conduct the food service programs in a manner which best fulfills the following program:

1. To provide an appealing and nutritionally dense reimbursable meal and a la carte program for students as economically as possible. To prepare excellent quality food with ingredients, recipes and fresh preparation methods that support good nutrition and a healthy lifestyle.
2. To promote and increase nutritional awareness and to participate in the district's wellness initiatives.
3. Increase participation at all levels of our programs by improving food quality at the service point, by seeking student and parent input, by successful menu variation and planning, by better marketing techniques and by a strong emphasis on public relations. Recommended upgrades of equipment and facilities are subject to the Districts approval.
4. Provide a management staff and structure which will offer adequate help and focus for our schools food programs and ensure that the Districts school food program is one of consistent top quality and of positive regard by students, staff and the public.
5. Establish a formal structure to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.
6. Establish a formal structure to routinely and continuously gather input from students, staff and the public relative to food services.
7. Update and provide information on the established web page as part of the Districts website. The website shall provide, at a minimum, menus, free and reduced applications, contact information, pricing, access for parents to monitor children's food purchases and account balances, and ability to make on-line payments.
8. Establish and conduct management and staff training programs which will ensure staff development, proper supervision and consistent quality control both in production and service.
9. Continue to operate a school lunch program that is self-sufficient and does not require any subsidy from the School Districts funds.
10. Provide a financial reporting system that meets federal and state requirements.
11. Provide District Administration with monthly operating statements and information regarding the food service program.
12. All vending machines will be the responsibility of the District.

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SCOPE AND PURPOSE

The food service program for the District will operate for the purpose of providing a quality program for the students, staff and guests of the District. This RFP covers the Hopkinton School District. To realize this purpose, the scope of the program is contained in the specifications section of this document and the statements as reported below.

1. The District

- A. The District shall retain control of the quality, extent and general nature of the food service programs and prices to be charged.
- B. The District shall be responsible for the cost of the food service program as indicated in the bid specifications and entitled to all receipts.
- C. All net income accruing to the District from the food service program shall remain in the program.
- D. The District shall be legally responsible for the conduct of the food service program, and shall supervise the food service operations in such a manner as will ensure compliance with the rules and regulations of the Commissioners of Education and the United States Department of Agriculture.
- E. The District will retain signature authority for: the agreement with the state agency to participate in the National School Lunch Program, School Breakfast Program and the Snack Program, including the Districts free and reduced price policy statement; and the monthly Claim for Reimbursement.

2. The FSMC

- A. The FSMC shall be an independent contractor and not an employee of the District nor are the employees of the FSMC employees of the District.
- B. The FSMC, as an independent contractor, shall have the exclusive right to operate the school breakfast and lunch programs and the snack program.
- C. The food service provided shall be operated and maintained as a benefit to the District students, faculty and staff and not as a source of profit to the FSMC.
- D. The FSMC shall receive for its service an administrative/service fee.
- E. The FSMC shall promote nutrition-health education as required by the local County, State and Federal Governments.
- F. The FSMC shall comply with the rules and regulations of the Commissioners of Education and the United States Department of Agriculture and any conditions of amendments thereto.

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SPECIFICATIONS

1. The District participates in the National School Lunch Program. Surplus food commodities are available for use in the lunch program and it is the intent of the District that such items be included in the menus to the greatest extent possible.
 - A. The food service program shall be self-supporting and a no-cost operation for the District, shall meet all requirements of the National School Lunch, School Breakfast and Snack Programs of the United States Department of Agriculture, and any other requirements promulgated by the Commissioners of Education. Only revenues from meal fees (lunch fees, etc.), state and federal funds, and commodities received shall be available to support costs. FSMC costs shall include all expenses associated with the operation of the food service program as submitted in the financial budget of the RFP, wages and benefits, on-site costs, all food costs, value of commodities used and management fee. If total FSMC costs exceed total revenue on an annual basis, the management fee portion of the total administrative/management fee shall be reduced by the amount of the overrun without limitation. Losses in excess of the management fee shall be borne by the FSMC.

The contractor shall submit a budget in November of each year to be used by the District in their budget process and to demonstrate its theoretical ability to meet the above requirement to be self-supporting. Meal prices, labor costs, food costs, etc. stated in the budget shall be reviewed by the Districts. The District shall retain ultimate control over meal prices and will review labor costs, food costs, and other appropriate elements of the food service program.

- B. Terms of the actual agreement with the successful FSMC will be developed through negotiation and shall be consistent with the rights reserved by the District as described herein.
2. Performance

As a condition to enter into a contract, the successful vendor shall provide to the District at a minimum five (5) percent of the projected operating costs as a performance bond guaranteeing the vendor's faithful performance that all items of the contract will be met throughout the life of the contract.

3. Districts and FSMC Responsibilities

A summary of cost responsibilities is contained in Schedule A.

A. Equipment - District

- (1) The District shall be responsible for any losses that may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- (2) The District will provide a physical inventory of supplies and equipment available for use by the FSMC.
- (3) The District shall not be responsible for loss or damage to equipment owned by the FSMC and located on the District's premises.

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- (4) The District shall furnish and install any equipment or make any structural changes needed to comply with Federal, State and local laws.

B. Equipment - FSMC

- (1) The FSMC shall replace expendable equipment up to the agreed amount between the District and the FSMC.
- (2) All food preparation and serving equipment owned by the District shall remain on the premises of the District.
- (3) The FSMC shall notify the District of any equipment belonging to the contractor on the District's premises within ten (10) days of its placement on the District's premises.
- (4) The FSMC shall recommend to the District the purchase of new or replacement equipment as required in A (4) above.
- (5) The FSMC shall account for all equipment and protect it from pilferage or destruction.
- (6) The FSMC shall operate and care for all equipment and food service areas (walls, windows, lights, etc.) in a clean, safe and healthy condition in accordance with standards acceptable to the District and comply with all applicable laws, ordinances, rules and regulations of Federal, State and local authorities.
- (7) The FSMC shall return equipment to the District in the condition in which received, except for normal ordinary wear and tear.

C. Repairs - District

The District will be responsible for:

- (1) Maintenance of plant equipment in need of repair.
- (2) Maintaining the facilities in a good state of repair and free from vermin.
- (3) The District shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work that is not considered food equipment.

D. Repairs - FSMC

The FSMC will coordinate with the Districts designated personnel the repair or replacement of any equipment not functioning properly.

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E. Use of Facilities - District

- (1) The District shall furnish at their expense, space, light, heat, power, hot and cold water and other utilities, except long distance phone charges, as are necessary for the operation of the food services to be furnished there under.
- (2) The District shall make available without cost to the FSMC, areas of their premises agreeable to both parties in which the FSMC shall render its services; such area or areas reasonably necessary for providing efficient food service.
- (3) The District may request of the FSMC additional food service programs: however, the District reserves the right, at their sole discretion, to sell or dispense any food or beverage before or after the Districts regularly scheduled lunch or breakfast periods, provided such use does not interfere with the operations of the School Lunch and/or Breakfast and/or Snack Programs or the use of USDA commodities.
- (4) If the District approves the use of the facilities for extracurricular activities before or after the District's regularly scheduled meal periods, the District shall return facilities and equipment to the FSMC in the same condition as received, with the exception of normal wear and tear.
- (5) The District shall have unlimited access to all areas used by the FSMC for purposes of inspections and audits.

F. Sanitation/Safety - District

- (1) The District shall remove all garbage and trash from the designated areas.
- (2) The District shall be responsible for cleaning of ducts and hoods above the filter line and floors in the dining and serving areas.
- (3) The District shall be responsible for painting and/or decorating within the kitchen and dining areas.

G. Sanitation/Safety - FSMC

- (1) The FSMC shall place garbage and trash in designated areas.
- (2) The FSMC shall clean the kitchen area, including but not limited to sinks, counters, tables, chairs, silverware and utensils and floors in the kitchen area; also, the tables and chairs in the cafeteria/dining areas.
- (3) The FSMC shall comply with all local and state sanitation requirements in the preparation of food.
- (4) The FSMC shall maintain safety programs for employees as required.
- (5) The FSMC will provide sanitation standards covering housekeeping, preparation, storage, employees and equipment. The FSMC will also make adjustments to practices and operation of equipment as required.

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4. Employees

A. District

It is expressly understood that food service staff may be employees of the FSMC. Please submit proposals both ways.

B. FSMC

- (1) The FSMC is expected to recommend hours and number of positions at each school location. The District may recommend the termination of any employee by the FSMC.
- (2) The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes, insurances and worker's compensation and shall be solely responsible for any losses incurred by the District, resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. All food service employees shall comply with the rules of the District and the State of New Hampshire.
- (3) The FSMC and its employees shall comply with all wage and hours of employment requirements of Federal and State law.
- (4) All employees of the FSMC shall be paid in accordance with the Fair Labor Standards Act, as amended and any other applicable statutes.
- (5) The FSMC shall comply with Title VI of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Agriculture issued hereunder and any additions of amendments thereto.
- (6) The FSMC shall maintain its own personnel policies and fringe benefits for its employees, subject to review by the District. The FSMC shall supply with this proposal a full description of the proposed benefit package, including but not limited to, levels of coverage, co-pay features and any other limitations.
- (7) The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to its use of District premises as established by the District from time to time and which are furnished in writing to the FSMC.
- (8) The FSMC shall ensure that all New Hampshire food service employees comply with the rules of the New Hampshire Department of Education background checks.

5. Free and Reduced Meal Program

- A. The FSMC will be responsible for implementing programs covering free and reduced price meals and milk programs for those students designated by the District as meeting Federal and State agency requirements for those programs. All such meals shall be served and accounted for in a manner approved by the District so as to protect the anonymity of the recipients. Meals shall be served and proper, accurate pupil participation records shall be maintained by the FSMC.

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6. Prices/Portion

The FSMC shall recommend meal prices and portions for approval by the District. The FSMC shall not alter the prices once approved without prior notice and approval by the District.

7. Menu Cycle

The FSMC will submit with the proposal a twenty (20) day cycle menu and a Daily Menu Pattern for the District schools. The FSMC must adhere to this cycle for the first twenty (20) days of meal service; thereafter, changes may be made with the mutual agreement of the District and the FSMC. However, the menu standard, as presented in the first twenty (20) day menu and the Daily Menu Pattern, must be maintained as to type and quality of meal service. The Daily Menu Pattern should clearly indicate the number and type of choices and offerings that will be offered at all grade levels. The Daily Menu Pattern shall include nutritional information including, but not limited to, total fat, total saturated fats, total sugars, total salts, and total calories.

8. Purchase Specifications

The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality and price for the Districts food service programs. The grade, purchase unit, style, weight, ingredients, formulations, etc., as agreed by the District shall be compiled by the FSMC. The minimum procurement specifications are listed on Schedule B.

9. Meals

- A. The FSMC shall serve reimbursable meal pattern lunches pursuant to the National Food and Nutrition Program.
- B. The FSMC will offer a diversity of menu choices that include entrees and other offerings that address special diet needs such as vegetarian, low fat, high protein, etc.
- C. The FSMC shall provide meals for students with specialized menu requirements as coordinated with the Districts health professionals and the student's personal medical advisor.
- D. The FSMC shall promote maximum participation in the Child Nutrition Programs.
- E. The FSMC shall provide condiments and utensils as needed.
- F. The FSMC shall use the Districts facilities for the preparation of food to be served in the designated attendance units.
- G. For purposes of this proposal, lunch prices as per attached listing shall be used for contracted year of July 1, 2009 - June 30, 2010. Schedule C. Price changes must be approved by the District.

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10. Menus

The FSMC shall provide, upon request by the District, nutrient based menus to be reviewed by the SAU #66 Business Administrator, approved by the District and available for distribution thirty (30) days prior to preparation and service of foods.

11. Federally Donated Commodities

- A. All federally donated commodities received by the District and made available to the FSMC shall accrue only to the benefit of the Districts non-profit school food service program and shall be used therein.
- B. The FSMC shall have records available to substantiate the use of federally donated commodities in reimbursable meal pattern meals.
- C. The FSMC shall select, accept and use in as large quantities as may be used in Districts non-profit school service, the type and quantities of available federally donated commodities, subject to the approval of the District.
- D. Title of products purchased or processed using federally donated commodities must remain within the District.
- E. USDA commodities are not to be used for special functions conducted outside the non profit school food service program.

12. Inventory, Storage and Procurement of Food

- A. The FSMC shall purchase all food and non-food commodities at the lowest price possible, consistent with maintaining quality standards.
- B. The FSMC shall purchase in compliance with the Buy American provision under 7 CFR Part 250.
- C. Ownership of beginning and ending inventory of food and supplies shall remain with the District. Ownership of all USDA commodities shall also remain with the District as required by regulations.
- D. The FSMC will request, receive and inspect foods delivered by vendors.
- E. The FSMC shall honor existing contracts if advantageous to the District.
- F. The FSMC shall maintain adequate storage practices, inventory and control of federally donated foods in conformance with Districts agreement with the Office of General Services.
- G. The FSMC and the District shall inventory the equipment and commodities owned by the District at the beginning of the contract year, including but not limited to flatware, trays, chinaware, glassware, kitchen utensils and food commodities.

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13. Financial Accounting, Reporting Systems and Records

- A. The FSMC shall assume accountability and responsibility for:
 - (1) Daily bookkeeping and recording functions, including State and Federal reimbursement calculations. Reports will be reconciled by the District, and funds will be deposited into the District's bank account.
 - (2) Monthly Profit and Loss Statements
 - (3) Annual Budgeting
 - (5) Cost and Inventory Controls
 - (6) Preparation of records for annual audit by District
- B. The FSMC shall prepare information necessary for school lunch claims for reimbursement from State and Federal agencies and maintain such records as the District will need to support their claims for reimbursement under the Child Nutrition Program. The District shall retain signature authority on the State agency-school food authority agreement, free and reduced price policy statement and claims for reimbursement.
- C. The FSMC will provide monthly reports to the District, which describes operating costs, meals per labor hour, meals served, etc.
- D. The FSMC shall bill the District for the actual costs of operation incurred at the close of each month's operation.
- E. The District shall make payment within thirty (30) days to the FSMC for the costs of operation after submission of an invoice.
- F. The FSMC shall maintain records to support all allowable expenses appearing on the monthly operating statement in an orderly fashion according to expense categories.
- G. The FSMC shall provide the District with a year-end narrative financial statement.
- H. The FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the District will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the District no later than the 15th calendar day succeeding the month in which services were rendered; participation records shall be submitted no later than the 15th working day succeeding the month in which services were rendered.
- I. The District shall designate by name and title the employee whose responsibility it shall be to supervise and audit all financially related operations of the FSMC.
- J. The District, at their own expense, shall audit the FSMC's operations as part of its year-end audit.
- K. Books and records of the FSMC pertaining to the school feeding operations shall be available at the SAU #66 office for a period of four (4) years from the end of the federal fiscal year to which they pertain, for inspection and audit by either State or Federal representatives or auditors, unless an ongoing audit is in process.

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- L. No payment shall be made for meals that are spoiled or unwholesome at time of delivery, or do not meet the detailed specifications for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.

14. Communications and Meetings

- A. The FSMC shall provide time for regular monthly meetings between the Food Service Director and the SAU #66 Business Administrator.
- B. The FSMC shall provide time for regular meetings between the Food Service Director and school principals, students and staff to determine ways to improve the program.
- C. The FSMC will provide for a Food Service Representative for District meetings when food service matters are on the agenda or participation is requested.

15. Nutrition Education

The FSMC shall promote the nutritional and wellness education aspects of the Districts food service program and cooperate in the efforts of the Districts to coordinate these aspects with classroom instruction.

16. Licenses, Fees, Taxes

- A. The District shall obtain and post all applicable permits/licenses for its facilities.
- B. The FSMC shall comply with all health and safety regulations required by Federal, State or local law.
- C. The FSMC shall comply with all building rules and regulations.
- D. The FSMC shall have State or local health certification for any facility outside the District in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract.

17. Income

The District shall receive all income from the program(s) and deposit by the FSMC into the schools cafeteria fund account.

18. Insurance

- A. The FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of New Hampshire. A certificate of insurance indicating these amounts must be submitted at the time of award.

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B. Comprehensive General Liability - includes coverage for:

- (1) Premises-Operations
- (2) Products/Completed Operations
- (3) Contractual Insurance
- (4) Broad Form Property Damage
- (5) Independent Contractors
- (6) Personal Injury

\$1,000,000 Combined Single Limit

C. Automobile Liability

\$1,000,000 Combined Single Limit

D. Worker's Compensation and Employer's Liability

- (1) Worker's Compensation - Statutory
- (2) Employer's Liability - \$1,000,000

E. The District shall be named an additional insured on all required insurance policies.

F. The contract of insurance shall provide for notice to the District of cancellation of insurance policies thirty (30) days before such cancellation is to take effect. A Certificate of Insurance of the FSMC's insurance coverage shall be furnished to the District at the time of award and annually thereafter.

19. Term, Termination

A. The contract shall become effective on July 1, 2009 and terminate on June 30, 2010.

B. The contract may be extended by the District and the FSMC up to four (4) additional years under the rules and regulations prescribed by the Commissioners of Education and Federal regulations, as prescribed by the United States Department of Agriculture.

C. The District or the FSMC may terminate the contract, for cause, by giving sixty (60) days written notice.

D. Neither the FSMC nor the District shall be responsible for any losses if the fulfillment of the terms of the contract should be delayed by wars, acts of public enemies, strikes, fires, floods, or any acts not within the control of either the FSMC or the District, and which by the exercise of due diligence it is unable to prevent.

20. Transition

The FSMC shall submit with its proposal a transition plan which shall indicate the activities, procedures, timetable and support personnel involved in the implementation of services.

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21. Financial Arrangements

All proposals shall be valid and may not be withdrawn for ninety (90) days after submission. It is the desire of the Hopkinton School Board that the food service program work toward a "break-even" basis wherein all program income will be sufficient to cover all program costs. In preparing their proposals, FSMCs should state their capabilities and approach to operating a "break-even" program and they must indicate any conditions, qualifications or financial arrangements that are required to reach this goal.

22. Special and General Conditions

- A. The FSMC will comply with the Special and General Conditions attached hereto and in all respects made a part of this Request for Proposal.
- B. The FSMC shall adhere to all applicable Pure Food Laws, and all related regulations prescribed by the Federal Government, the State of New Hampshire, the local Department of Health, and the FSMC will comply with the rules and regulations as set up by the District and with State and/or County Laws, etc., covering and controlling food services at the facilities.
- C. The FSMC must examine kitchens, cafeterias, receiving and storing areas where services are to be provided. Inspections of the sites should be completed at the pre-proposal conference on March 9, 2009.
- D. The FSMC shall provide catering service for District functions when requested, ensuring that no commodities are used and that pricing covers expense of goods used.
- E. No alterations, changes or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the District with the final decision as to alterations, changes or improvements reserved solely for the District.

23. Rental of Facilities for Community Use

The District retains the right to rent food service facilities during non-school hours or weekends, provided that such rental does not interfere with the normal food service operation. When such activities take place, the District will require, at District's expense, that a member(s) of the food service staff designated by the resident manager be on duty.

24. Legal Requirements

Any proposals submitted shall be in accordance with the laws of the State of New Hampshire, Regulations and Standards of the New Hampshire State Department of Education, and shall conform to the standards of the United States Department of Agriculture.

Hopkinton School District

25. Submission of Proposals

- A. Proposals shall include schedules as provided by the District.
- B. Clarification of interpretation must be made to the District prior to submission of a proposal.

26. Acceptance of Proposals and Awards

- A. It is the intent of the District to accept the proposal that will best promote the public interest and is most advantageous to the District. The following criteria will be used in evaluating all proposals:
 - (1) The quality of food service program and service to be provided shall include but not be limited to the twenty (20) day menu and menu format.
 - (2) The accuracy of data submitted to support the RFP.
 - (3) The demonstrated ability and experience of the FSMC to perform under the terms and conditions of the RFP.
 - (4) Service programs offered by the FSMC that will complement and enhance the school food service program.
 - (5) The financial stability of the FSMC.
 - (6) Past performance in other Districts.
 - (7) The qualifications and experience of the FSMC management personnel that are to be assigned to the public schools.
 - (8) The FSMC's demonstration of having a complete understanding of the Districts Food Service Program and its service requirements.
 - (9) Evidence of training programs for both management and hourly food service employees.
 - (10) Evidence of a Nutrition Education/Awareness Program.
 - (11) Evidence of a comprehensive food handling, housekeeping and sanitation program.
 - (12) Evidence of an on-site, computerized accountability system.
 - (13) Proposed labor staffing patterns.
 - (14) Proposed management staffing.

The FSMC must submit with its proposal information regarding the above criteria.

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SECTION III: PROPOSAL FORMAT AND CONTENTS

1. PROPOSAL FORMAT AND CONTENTS

Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections:

A. Letter of Transmittal

The Letter of Transmittal should include:

- (1) An introduction of the FSMC Company.
- (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 the requirements of the RFP.
- (4) Any other information not appropriately contained in the proposal itself should also be included.

B. Executive Summary

Provide an Executive Summary which:

- (1) Briefly describes the FSMC's approach to the proposal and clearly indicates any options or alternatives.
- (2) Indicates any major requirements that cannot be met by the FSMC.
- (3) Highlights the major features of the proposal and identifies any supporting information considered pertinent.

In short, the reader should be able to determine the essence of the proposal and generally how well it meets the requirements by reading the Executive Summary.

C. Detailed Discussion

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

- (1) Experience, References and Service Capability
 - (a) Describe the FSMC's experience as managers and consultants of food service operations in general and public schools in particular.
 - (b) Include a list of similar operations and locations where you are operating school district food service programs. List name and phone number of the district administrator capable of commenting on your firm's performance.

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- (c) Include a list of operations and locations which have terminated contracts for any reason with the FSMC in the past two years.
- (d) Include resume or listing of the qualifications of the proposed Resident Food Service Director for the District.
- (e) Include resume and background of person who will supervise the work of the Resident Manager and how your company will ensure the best performance.
- (f) Include a table of company organization and a plan for the management, supervision and staffing proposed under this contract.
- (g) Company organization including all positions that are non-school based.

(2) Financial Condition

Provide data to indicate the financial condition of the company. Audited financial statement for the last two (2) years and management fee history for two (2) comparable Districts must be included with the proposal.

(3) Accounting and Reporting Systems

- (a) Describe complete accounting procedures you would use:
 1. Inventory Control
 2. Method of recording, checking and reporting sales
 3. Internal control of cash handling
 4. Internal audit systems
 5. All regular accounting forms used with detailed explanations of their importance
 6. All regular reports used with detailed explanation of their operation and importance
- (b) Provide examples of the reports you will provide the District and the frequency of each. List other assistance you will provide the District (and costs, if extra).
- (c) Name of software, description, and capabilities used to provide on-line accessibility by parents.

(4) Personnel Management

- (a) What is your company's personnel management philosophy, particularly regarding resident managers and their relationship to existing staff?
- (b) Describe training and development programs you will provide for employees and management personnel.
- (c) How does your firm attempt to improve employee morale and reduce turnover?

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- (d) Description of company's employee evaluation plan (include forms) and disciplinary action methods.
- (e) Description of proposed benefit package for employees.
- (5) Innovation
 - (a) How would your lunch program in the District differ from current operations? Describe the costs and benefits of your proposed changes.
 - (b) Describe how you would implement changes. Include a staffing model if different from current staffing.
 - (c) How would you involve employees to use their expertise and experience in making future innovations?
 - (d) Examples of service and merchandising programs.
- (6) Promotion of the School Lunch and Wellness Programs
 - (a) What is your philosophy regarding promotion (increasing awareness and participation) of the school lunch program?
 - (b) What is your philosophy of Nutrition and Wellness?
 - (c) How would you implement this philosophy in our District? Give examples of your efforts and results in other Districts.
 - (d) Documentation of efforts and results of promotions in other Districts.
- (7) Involvement of Students, Staff and Patrons
 - (a) What is your philosophy and plans regarding involvement of students, teachers, building administrators and parents in program evaluation and selection of menus, discussion of nutritional issues, etc.? Give examples, by client, of your efforts and results.

Examples of involvement effort and results by client.
- (8) Menu Selection Use of Commodities, Food Quality and Portion Size
 - (a) Describe your philosophy for each of the following:
 1. Menu selection (include menus you will implement)
 2. Use of commodity food
 3. Food Quality
 4. Portion Quantities

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- (b) Actual menus to be implemented including portion sizes and nutrition information.
 - (c) Provide a listing of a la carte items and proposed price and nutrition information.
- (9) Cost Information
- (a) List the Districts cost for any management fees to be charged, preferably on a per meal basis, for profit, overhead and other off-site costs not otherwise paid by the District.
 - (b) If consulting services are not covered in management fees, list those services along with the extra charges.
 - (c) List payment terms and arrangements.
 - (d) List any guarantees of performance.
 - (e) Schedule E-2 contains historic financial information. Provide a budgeted operating statement on Schedule E-1, and include a summary of the following:
 - 1. Financial Budget Projections
 - 2. Income Summary
 - 3. Labor Cost Summary: Management/Administrative/Clerical
 - 4. Individual School Labor Cost Summary
 - 5. Miscellaneous Expense Summary
- (10) Other Required Information
- (a) Proposal presented in format as described in RFP including letter of transmittal and executive summary.
- (11) Submission of Proposal
- (a) Portions of the proposal shall be submitted on the blank financial forms provided by the District.
 - (b) Clarification of interpretation must be made to the District prior to submission of a proposal.

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SECTION IV: EVALUATION OF PROPOSALS

1. PROPOSAL EVALUATION CRITERIA

- A. Proposals will be evaluated by designees of the School Board against the following criteria with assigned weights as indicated. Each area of the evaluation must be addressed in detail in the proposal. The District reserves the right to select a FSMC based upon the best interests of the District.

<u>Weight</u>	<u>Criteria</u>
20 points	Experience, References and Service Capability
5 points	Accounting and Reporting Systems
5 points	Financial Condition
15 points	Personnel Management
10 points	Innovation
10 points	Promotion of the School Lunch Program
5 points	Involvement of Student, Staff and Patrons
20 points	Menu, Commodities, Food Quality & Portion Size
10 points	Cost

B. Oral Presentation

An oral presentation by an FSMC to supplement a proposal may be required. These presentations, if required, will be scheduled by the District subsequent to the receipt of proposals and prior to the award.

C. Visitations

Visitations to existing operating school site(s) may be required. The FSMC will provide a list of sites that are available for visitation.

D. Proprietary Information

FSMCs are requested to mark any specific information contained in their proposal that is not to be disclosed to the public or issued for purposes other than the evaluation of the proposals. Pricing and service elements of the successful proposal will not be considered proprietary.

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SCHEDULE A

COST RESPONSIBILITY

COSTS FOR WHICH FSMC WILL BE RESPONSIBLE

FOOD:

Food purchasing, processing of invoices, payment of invoices, USDA administrative charge, USDA storage charge and USDA delivery charge.

SUPPLIES:

Detergent and cleaning supplies, paper supplies, menu paper and printing, tickets and stationery items, garbage liners, and postage.

LABOR:

Hiring and supervision of all personnel, payment of all wages, payroll taxes, fringe benefits, insurance benefits, preparation of payroll, processing of payroll and Worker' Compensation. These apply to all staff that the district determines shall be employees of the FSMC.

ADDITIONAL ITEMS:

Replacement of smallwares currently in inventory, any additional smallwares deemed necessary by the FSMC, long distance telephone, taxes and licenses and costs of using District owned vehicle.

The budget component of proposals must be presented in a format that will detail the cost of each item noted above.

COSTS FOR WHICH THE DISTRICTS WILL BE RESPONSIBLE

Local telephone, removal of trash and garbage from designated areas on premises, replacement and repair of non-expendable equipment unless need for replacement or repair is due to other than normal wear and tear, and extermination services.

Hopkinton School District

SCHEDULE B

PROCUREMENT SPECIFICATIONS

MINIMUM REQUIREMENTS:

Dairy Products Grade A

Meat USDA Inspected

Fish U.S. Government

Poultry USDA Inspected

Fresh Fruits & Vegetables U.S. No. 1 Grade

Frozen Fruits & Vegetables Highest quality

Bread, whole grain with three (3) grams of fiber, and buns to be manufacturer dated for freshness

The quality of all products must be in accordance with the current USDA Food Buying Guide.

Food shall be prepared with minimum of processing with an emphasis on nutrient dense, high fiber, low fat, and low sugar contents.

Hopkinton School District

SCHEDULE C

PRICE LIST 2008-2009

Harold Martin and Maple Street School

Student Breakfast	\$1.00
Reduced Breakfast	.30
Adult Breakfast	1.50
Student Lunch	\$2.25
Reduced Lunch	.40
Milk	.40
Adult Lunch	3.50

Hopkinton Middle/High School

Student Breakfast	\$1.25
Reduced Breakfast	.30
Adult Breakfast	1.50
Student Lunch	\$3.00
Combo	2.00
Reduced Lunch	.40
Milk	.40
Adult Lunch	3.50

Hopkinton School District

SCHEDULE D

SERVING TIMES

Breakfast, lunch, and milk will be provided in accordance with the terms and conditions of the food service specification at the following locations:

SCHOOL	SERVING TIMES
Harold Martin	Breakfast 7:30-8:30 Lunch 11:00-1:00 Served by grade
Maple Street	Breakfast 7:30-8:30 Lunch 11:00-1:00 Served by grade
Hopkinton Middle/High	Breakfast 7:30-10:20 Lunch 11:15-1:15 Three waves of approximately 175 students each

Note: The schedule provided is for serving times on a normal school day. Schedules will vary on days when the schools have a modified schedule.

Hopkinton School District

SCHEDULE E

The following MUST be included in the Administrative/Service Management Fee and MAY NOT be charged in any other expenses:

1. Menu development specific to the operation.
2. Management meeting, and/or management development programs specific to the operation.
3. Nutrition education material and program expense.
4. Design services specific to the operation.
5. Cost of production of training manuals, procedures manuals, and material for school lunch promotions.
6. Personal representation, visitation and coverage on a regular basis by a principal of FSMC.
7. Education programs via assembly programs, school room programs, parent/teacher meetings and school food advisory committee meetings.
8. All accounting.
9. All payroll reporting, recording and documentation.
10. Supply of all administrative dietetic, nutritional, sanitation and personnel advice.

Hopkinton School District

Schedule E-1 Current Staffing

	Hourly Rate	Average Hrs/day	Health Insurance	Retirement	FICA
Harold Martin School					
Manager	\$16.07	6.00	\$5,034.10	\$0.00	7.65%
Cook	\$18.36	6.00	\$1,500.00	\$0.00	7.65%
Worker	\$13.48	4.00	\$0.00	\$0.00	7.65%
Maple Street School					
Manager	\$15.96	6.50	\$8,174.71	\$0.00	7.65%
Cook	\$12.14	5.00	\$0.00	\$0.00	7.65%
Hopkinton Middle/High School					
Manager	\$15.73	6.50	\$7,830.90	\$0.00	7.65%
Cook	\$11.65	6.50	\$1,500.00	\$0.00	7.65%
Worker	\$10.00	4.0	\$0.00	\$0.00	7.65%
Cashier - unfilled*		5.50		\$0.00	7.65%

* The District was planning on moving staff to fill the unfilled position in the 2009-2010 school year.

Food Service Director - Manages the program for 220 days, 37.5 hours a week

Salary - \$38,555.58
 Health - \$14,202.36
 Dental - \$1,891.32
 Retirement - \$3,369.76
 FICA - \$2,949.50

Hopkinton School District

Schedule E-2

Hopkinton School District

Fiscal Year		2007/2008	2006/2007
Operating Days		178	180
Meals			
Breakfast	Free	5,915	5,026
	Reduced	2,127	2,276
	Paid	23,871	27,965
Lunch	Free	8,248	6,806
	Reduced	2,899	3,824
	Paid	<u>59,351</u>	<u>71,662</u>
Total Meals		102,411	117,559
October Enrollment		1,037	1,052
Free		69 - 6.65%	49 - 4.66%
Reduced		41 - 3.95%	35 - 3.33%

Hopkinton School District

Schedule E-2 Continued

Hopkinton School District
Food Service Fund
Year Ended June 30, 2008

		PER DAY COMPARISON	2007/2008*	2006/2007
REVENUE				
	Sales	\$255,889	\$1,437.58	\$1,383.56
	State and Federal	62,717	352.34	344.53
	District Subsidy	<u>50,377</u>	<u>283.02</u>	<u>383.18</u>
	Total Revenues	\$368,983	\$2,072.94	\$2,111.27
EXPENSES				
	Salary and Benefits	\$213,945	\$1,201.94	\$1,210.54
	Food	142,920	802.92	826.06
	Supplies	1,001	5.62	7.02
	Repairs & Maint.	5,830	32.75	14.69
	Cleaning	3,330	18.71	20.70
	Misc.	1,819	10.22	8.14
	Dues and Fees	129	.72	1.26
	Equipment	<u>228</u>	<u>1.28</u>	<u>21.64</u>
	Total Expenses	\$369,202	\$2,074.16	\$2,111.05
	Revenue less Expenses	(\$221)		
	Food Service Fund Balance	<u>221</u>		
	Food Service Fund Balance	<u>\$0</u>		

* = 178 School Days 2007-2008

Hopkinton School District

Schedule E-2 Continued

Hopkinton School District
 Food Service Fund
 Year Ended June 30, 2007

		PER DAY COMPARISON	2006/2007	2005/2006
REVENUE				
	Sales	\$249,041	\$1,383.56	\$1,392.43
	State and Federal	62,0015	344.53	336.44
	District Subsidy	<u>68,973</u>	<u>383.18</u>	<u>282.79</u>
	Total Revenues	\$380,029	\$2,111.27	\$2,011.66
EXPENSES				
	Salary and Benefits	\$217,896.73	\$1,210.54	\$1,115.83
	Food	148,691	826.06	810.45
	Supplies	1,263.66	7.02	3.29
	Repairs & Maint.	2,644.12	14.69	18.36
	Cleaning	3,726.89	20.70	17.64
	Misc.	1,464.60	8.14	17.08
	Dues and Fees	226	1.26	1.23
	Equipment	<u>3,895</u>	<u>21.64</u>	<u>27.78</u>
	Total Expenses	\$379,808	\$2,111.05	\$2,011.66
	Revenue less Expenses	221		
	Food Service Fund Balance	6/30/06	<u>0</u>	
	Food Service Fund Balance	6/30/07	<u>\$221</u>	

Hopkinton School District

Schedule E-2 Continued

Hopkinton School District Meal Count Fiscal Year 2008-2009

Harold Martin School							
	<u>Breakfasts</u>				<u>Lunch</u>		
	Free	Reduced	Paid		Free	Reduced	Paid
August 08	0	0	3		5	0	168
September 08	54	1	133		109	57	1488
October 08	68	0	167		115	66	1740
November 08	41	3	87		82	46	1230
December 08	39	2	61		73	56	1187
January 09	56	2	49		109	61	1454
Maple Street School							
	<u>Breakfasts</u>				<u>Lunch</u>		
	Free	Reduced	Paid		Free	Reduced	Paid
August 08	6	0	15		30	0	161
September 08	156	23	390		288	59	1820
October 08	202	71	522		267	162	1890
November 08	138	47	354		166	124	1261
December 08	119	42	284		156	142	1217
January 09	142	52	352		190	193	1438

Hopkinton School District

Hopkinton Middle/High School artin School							
	<u>Breakfasts</u>			<u>Lunch</u>			
	Free	Reduced	Paid	Free	Reduced	Paid	
August 08	46	13	509	49	17	342	
September 08	497	229	2267	545	263	3292	
October 08	477	337	2272	497	386	3229	
November 08	246	221	1561	279	249	2069	
December 08	251	219	1699	272	240	1974	
January 09	284	255	1761	330	284	2165	

Hopkinton School District

SCHEDULE F

FSMC PROPOSED TIMELINE

Hopkinton School District

SCHEDULE G

DISTRICT 20-DAY MEAL PATTERN

Hopkinton School District

SCHEDULE H

PROMOTION/INNOVATION MATERIALS

Hopkinton School District

APPENDIX

BACKGROUND INFORMATION OF FSMC