

**City of Malden
Invitation to Submit
Request for Proposal for
Food Services Management**

SPECIFICATIONS

1. PURPOSE

The purpose of this solicitation is to invite interested vendors to submit a Request for Proposal (RFP), an instrument of competitive sealed bidding, that will be considered for a contract to provide for the operation of a food service program for the Malden Public Schools (hereafter referred to as the MPS) for one year beginning July 1, 2014 and ending June 30, 2017. MPS has the sole option to renew the contract for one (1) year at a time for up to a total of two additional one year extensions, providing it is to the benefit of the MPS and subject to approval by the Malden School Committee.

The Food Service Management Company (FSMC) will assume responsibility for the efficient management of the food service program including purchasing, receiving, storing, setting up cafeteria lines, counter service, dining room service, clean-up, sanitation, training and supervising personnel, and presenting food in a way to create optimum student participation. The program will include the use of government donated food commodities.

2. SCOPE

A. The food service shall be managed to promote compliance and maximum participation in the National School Lunch Program, School Breakfast Program and/or Special Milk Program and other meal programs in accordance with 7 CFR (Code of Federal Regulations) Parts 210, 215, 220, 245, 250.

B. The MPS shall retain control of the quality, extent, and general nature of its food service program and prices to be charged.

C. The MPS shall pay allowable costs from the nonprofit foods service account to FSMC net of all discounts, rebates and other applicable credits accruing to or received by the FSMC to the extent those credits are allocable to the allowable portion of the costs billed to MPS. FSCM must either separately identify for each cost submitted for payment by MPS the amount of that cost that is allowable and the amount that is unallowable, or exclude unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs,

including directly associated costs in a manner suitable for contract cost determination and verification. Determination of allowable costs must be made in compliance with applicable USDA program regulations.

D. The FSMC shall receive an Administrative/Management Fee for services satisfactorily rendered to the MPS. This basis for this fee will be established on a per meal basis. FSMC must breakdown the administrative and management fees into separate line items on all billing and shall identify the basis for any fee adjustments.

E. The Malden School Committee will continue to retain control of all financial matters including all lunch receipts, state reimbursements, etc. Payments for all FSMC costs connected with the Lunch Program will be billed to the MPS Lunch account.

F. The FSMC shall be an independent contractor and not an employee of the MPS nor are the employees of the FSMC employees of the MPS.

G. The FSMC, as independent contractor, shall have the exclusive right to operate the school lunch program and/or breakfast program and/or special milk program.

H. The food service provided shall be operated and maintained as a benefit to the MPS's students, faculty and staff.

I. The MPS 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 insure compliance with the rules and regulations of the Massachusetts State Department of elementary and Secondary Education (DESE) and the United States Department of Agriculture regarding the National School Lunch Program, the School Breakfast Program and/or the Special Milk Program.

J. The FSMC shall maintain responsibility for promoting nutrition-health education activities as required by the local County, State or Federal Governments and Advisory Board.

K. It is the MPS's responsibility to maintain all applicable Health Certifications and ensure that all state and local regulations are being met by a FMSC preparing or serving meals at a MPS facility.

L. It is the MPS's responsibility to monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations.

M. It is the MPS's responsibility to establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning.

N. FSMC shall provide detailed specifications for each food component or menu items as specified in 7 CFR Part 210, and include these specifications covering items including grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time.

3. TERM, TERMINATION

A. The contract shall become effective on July 1, 2014 and terminate on June 30, 2017, with an option exercisable solely by the MPS to renew yearly for a total of two additional one year extensions. Classes will begin the last week of August, 2014 and will run for 180 days. Three (3) early release days are planned, which will eliminate the lunch period at all the MPS Schools.

B. The MPS or the FSMC may terminate the contract, for cause, by giving sixty (60) days notice.

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

D. Nonperformance subjects the FSMC to sanctions in instances where the FSMC violates or breaches contract terms per 7 CFR Part 3016.36(i).

E. FSMC understands that this contract is in compliance with Termination Clause OMB Circular No. A-102, 7 CFR Part 3016.36(i)

4. GENERAL CONDITIONS

A. Proposals shall be received as stated on the cover sheet, for the privilege and right to conduct/operate food service within facilities listed and attached on Attachment A.

B. The MPS shall furnish all necessary equipment to operate the food service programs. At the time of contract signing, an itemized inventory (to be certified by representatives of both parties) of all items furnished by the MPS, including miscellaneous kitchen items, will be made a part of the contract.

C. As a direct cost of operation, the FSMC shall maintain the initial adequate inventory of chinaware, glassware and silverware furnished by the MPS. The FSMC agrees that it shall use the MPS equipment in good and proper manner and shall keep the same free from damages, in proper condition and in compliance with regulations as required by State law. No alterations, changes, or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the MPS with the final decision as to alternations, changes, or improvements reserved solely for the MPS.

D. The MPS shall provide for the removal of all trash and garbage with the FSMC being responsible for sanitary storage and placement of trash and garbage until its removal.

E. The MPS shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical equipment.

F. Upon termination of the contract, the FSMC shall surrender to the MPS all equipment and furnishings located in the food services facilities and/or as listed on the certified inventory list of all MPS owned property (both capital and/or expendable) as referred to in Paragraph C above. Such property and equipment, or its equal quality replacement, must be returned to the MPS in the same good order and condition as when received by the FSMC; reasonable wear and tear, damage from causality fire and hazards covered by insurance alone excepted. Another inventory shall be taken upon termination, to determine the status of all equipment hereunder. Discrepancies shall be corrected at the FSMC's sole expense with said replacement based on a comparison with the original inventory.

G. For purposes of inspections and audits, the MPS shall have unlimited access to all areas used by the FSMC.

H. The FSMC shall adhere to all applicable Pure Food Law, and all related regulations prescribed by the Federal Government, the State of Massachusetts, the local Departments of Health, and the FSMC shall comply with the rules and regulations as set up by the MPS and with State and/or County Laws, etc., covering and controlling food services at the facilities.

I. The FSMC shall have the sole responsibility to compensate its employees assigned to the MPS Program, including all applicable taxes and insurances and shall be solely responsible for any losses incurred by the MPS, resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. All food service employees shall comply with all rules of the MPS for cleanliness and courtesy.

J. The MPS shall maintain existing cafeteria-related positions and employees on its payroll including driver, clerk, food preparers and servers.

K. The FSMC shall be solely responsible for the purchase and payment of all foods and beverages necessary for performance of the food service program. Such purchases and performance shall apply to all items in addition to food and beverage which will be necessary for compliance with this request for proposals.

5. MPS RESPONSIBILITIES

- A. The MPS shall retain SIGNATORY AUTHORITY on the agreement and related documents, including: free/reduced application process (including hearings and verifying free/reduced meal applications), MPS' free and reduced price policy statement and agreement, monthly claims for reimbursement, commodity order forms, Annual Renewal Application Packet for Participation in the National School Lunch, School Breakfast and/or the Milk Program, and semi-annual financial reports.
- B. Development, distribution, and collection of the parent letter and application for free and reduced price meals and free milk;
- C. Determination of eligibility for free and reduced price meals and free milk and the conduct of any hearings related to such determinations.
- D. Verification of applications for free and reduced price meals;
- E. Control of the school food service account and overall financial responsibility for the School Nutrition Program;
- F. Retain title to United States Department of Agriculture (USDA) donated foods.
- G. The MPS shall approve all program and non-program meal and a la carte items and the prices charged for those items in advance of the sale by the FSMC. In order to offer a la carte food services, the FSMC must offer free, reduced price, and full price reimbursable meals to all eligible children.
- H. It is the responsibility of the MPS to retain control of the quality, extent, and general nature of its food service.

6. FSMC PREBID RESPONSIBILITY

It is the responsibility of the bidder to visit each and every school where service is to be provided and to become fully acquainted with the problems, conditions, and factors that may be encountered; and to examine all kitchens, cafeterias, receiving and storage areas where services are to be provided. Visits will be conducted the day of the proposers conference. Vendors who do not visit the seven (7) schools will be considered non-responsive.

7. RESPONSIBILITIES OF THE FOOD SERVICE MANAGEMENT COMPANY

- A. The FSMC shall serve, on such days and such times as requested by the MPS:
 - 1) Breakfasts and lunches, priced as a unit, which meet the requirements prescribed by State and Federal regulations.

- 2) Milk, served to children pursuant to the Special Milk Program.
- 3) Other foods as may be agreed upon by the FSMC and MPS.

B. The FSMC shall serve free and reduced-price meals or free milk to those children designated by the MPS.

C. The FSMC shall prepare the monthly "Claim for Reimbursements" and submit a timely monthly report to DOE.

D. The FSMC shall participate in the formation and establishment of the parent, teacher and student advisory board which will assist in menu planning.

E. The FSMC shall cooperate with the MPS in promoting nutrition education and coordinating the MPS's food service with classroom instruction.

F. The FSMC shall make substitutes in the food components of the meal pattern for handicapped student whose handicap restricts their diet and those non-handicapped students who are unable to consume regular lunch because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis only when supported by a statement of the need for substitutes that includes recommended alternate foods, unless otherwise exempted by the Food and Nutrition Service, USDA through the Massachusetts State Department of Education (MSDE). Such statement shall in the case of a handicapped student, be signed by a medical doctor or in the case of a non-handicapped student, by a recognized medical authority.

G. The FSMC shall comply with all local and state sanitation requirements.

H. The FSMC shall not remove food preparation and serving equipment owned by the MPS from MPS's premise without prior approval.

I. The FSMC shall provide a written notification to the MPS of any equipment belonging to the FSMC within ten days of its placement on MPS premises.

J. The FSMC must meet all applicable State and local health regulations in preparing and serving meals at all MPS facilities. The FSMC shall maintain all applicable State and/or local health certifications for the duration of the contract for any facility outside the school in which it proposes to prepare meals.

K. The FSMC shall surrender to the MPS upon termination of the contract all equipment and furnishings in good repair and condition.

L. The FSMC shall maintain such records as the MPS will need to meet monthly reporting responsibilities and prepare the monthly claim for reimbursement as

well as the semi-annual report to the DOE as well as any report and/or analysis request by the MPS.

M. The FSMC shall retain records for a period of three years after MPS submits the final Claim for Reimbursement for the fiscal year for inspection and audit by representatives of the MPS, SA, USDA and Comptroller General, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the three (3) year period until resolution of the issues raised by the audit. The FSMC shall make all records available to MPS upon request.

N. The FSMC shall submit a monthly invoice listing all costs incurred pertaining to the MPS food service within 30 days of the last day of each month or the final day of the program. The FSMC shall provide special financial reports as requested from time to time by the MPS. (See Attachment F)

O. The FSMC shall use the MPS facilities for the preparation of food to be served.

P. The FSMC shall have records available to substantiate receipt, cost and use of federally donated food in the food service programs.

Q. The FSMC shall conduct a recycling program for each of the seven (7) schools for weekly pickup. The FSMC will recycle all materials that are recyclable. The FSMC shall identify the equipment necessary to implement this program at the MPS's expense and submit a plan of implementation. Purchase of equipment shall be made through, and with the approval of, the Superintendent.

8. SUBMISSION OF PROPOSALS

A. Price and Non-Price Proposals shall be submitted in separate sealed envelopes to Superintendent Dr. David DeRuosi at 200 Pleasant Street Room #109 Malden, MA 02148, no later than Friday May 23, 2014 at 9:00a.m. The bid opening will take place at 10:00a.m. on Friday May 23, 2014.

B. A financial budget projection should be submitted on Attachment F for each school and a composite budget projection for the seven (7) school cafeterias for the first contract year (FY15) and also for the successive two (2) fiscal years, FY16 and FY17.

C. Clarification of interpretation must be made to the Superintendent prior to submission of a proposal.

9. REJECTIONS OF PROPOSALS AND MPS WAIVER RIGHTS

The School Committee reserves the right to reject any/or all proposals that are not prepared and submitted in accordance with the provisions of these specifications and/or

waive any minor informalities as it deems best serves the interest of the MPS. Any proposal received after the time and date specified will not be considered.

10. BONDS AND INSURANCE

Unless additional amounts and/or coverage are required by the MPS, the following requirements apply: The FSMC shall procure and maintain at its own expense a comprehensive general liability policy, including products liability, in the amounts of at least \$100,000 for each accident provided by insurance companies authorized to do business in the State of Massachusetts; Workers' Compensation and vehicle insurance. A certificate of insurance indicating these amounts must be submitted with the proposal. The FSMC accepts liability caused by FSMC negligence for claims assessed as a result of Federal/State reviews/audits, corresponding with the MPS' period of liability.

11. PERFORMANCE SECURITY WITH PROPOSAL

Unless additional amounts and/or coverage is required by the MPS, the following requirements apply:

The FSMC is required to:

- A. Submit with the proposal an assurance by a surety authorized to conduct business within the State of Massachusetts, that if selected as the successful FSMC and upon award of the contract, a performance bond will be issued in the amount of \$100,000. at FSMC's own expense. Simultaneously, with the delivery of the executed contract, the successful FSMC must provide to the MPS the executed surety company bond, as required, to be held as security by the MPS for the faithful performance by FSMC of all terms of the contract.
- B. Submit with the proposal a Bid Bond equal to 5% of the projected annual operating costs.
- C. Submit the performance security to the MPS prior to the commencement of program operations.
- D. Name the MPS an additional insured on all required insurance policies.
- E. Provide for notice to the MPS of cancellations of insurance policies thirty (30) days before such cancellations are to take effect.
- F. Provide a certification of insurance for all required policies; the certification of insurance shall contain: 1) names and addresses of insured, 2) titles and locations of the operations to which the insurance applies, 3) number of policy and type or types of insurance in force thereunder on the date of the certificate, 4) expiration date of the policy and the type and types of insurance in force thereunder on the date of the certificate, 5) statement that the insurance of the type afforded by the

policy applies to all of the operations and activities at the MPS which are undertaken by the FSMC.

12. PROPOSAL FORMAT

A. The FSMC is instructed to submit its proposal in a three-ring binder with numbered tabbed sections as follows:

- 1) - Bid Bond
 - Consent of Surety
 - Certificate of Insurance
 - Proof of Visitation Schedule - See Attachment G
 - Non-Collusion Affidavit - See Attachment J
- 2) - Vendor Proposal including support schedules appended as Attachment F
- 3) – As a minimum requirement, evidence of:
 - training programs for management and hourly employees
 - a food handling, housekeeping and sanitation program
 - a school food service accounting system
 - nutrition education/awareness program
- 4) – As a minimum requirement, service and merchandising programs
- 5) - Annual Report of FSMC
- 6) - Client List to include Name, Address, Number Served, years of service
- 7) - Affirmative Action Plan
- 8) - As a minimum requirement, labor schedules
 - Qualifications and Experience of FSMC personnel to be assigned to the food service program.
 - Support Staff Visitation Schedule
- 9) - Transition Plan
- 10) - Summary of the FSMC past experience in operating institutional and/or school food service programs.
 - Any other data that the FSMC deems pertinent.

13. ACCEPTANCE OF PROPOSALS AND AWARDS

A. It is the intent of the MPS to award the proposal to the responsive and the responsible proposer offering the best terms that will best promote the public

interest and is most advantageous to the MPS. The following criteria will be used in evaluating all proposals:

- a. the quality of food and service to be provided
- b. the completeness of data submitted in support of the bid
- c. the demonstrated ability and experience of the FSMC to perform under the terms and conditions of the request for proposal
- d. service programs offered by the FSMC that will complement and enhance the school food service program.
- e. the financial stability of the FSMC
- f. as a minimum requirement, past performance in other similar Districts and/or institutions
- g. the qualifications and experience of the FSMC management personnel that are to be assigned to the District
- h. the FSMC demonstration of having a complete understanding of a school lunch program and its service requirements
- i. evidence of training programs for both management and hourly food service employees
- j. evidence of a nutrition education/awareness program
- k. evidence of a comprehensive food handling, housekeeping and sanitation program.
- l. evidence of a comprehensive recycling program
- m. proposed labor staffing patterns
- n. proposed management staffing and techniques
- o. the ability to operate the program profitably or at near break-even, with break-even being defined as gross program receipts less all program costs sans the following:
 - clothing purchases for staff
 - equipment repair
 - software costs
 - capital expenditures
 - employee benefit costs

To the extent that the MPS' total food service costs exceed the MPS' total gross receipts for the current year, the FSMC shall be obligated to reimburse the MPS the amount of the MPS' shortfall for such school year, up to the amount of FSMC annual Management Fee(s) for that school year, based on the following conditions and assumptions remaining in effect for the school year:

- Reimbursement rates for NSLP and SBP meals will not increase less than the rates from previous School year.
- The value of government-donated commodities and/or cash in lieu thereof will not be less than the value of government-donated commodities and/or cash in lieu thereof from prior years.
- The number of days Breakfast and Lunch meals are served during the school year will not be less than 177 days.
- The number of serving periods, locations, serving times and types of service will not change materially.
- The student enrollment of MPS will not be less than 6000 students.
- The level of SFA wages, salaries and fringe benefits will not exceed those included in the Request for Proposal.
- The actual costs charged to the Food Service budget by the SFA shall not exceed the projected operating expenses as set forth in submitted price proposal.
- The selling prices of Menu Pattern Meals and a la carte selections will not be less than those listed for the 2013-2014 school year.
- Service will not be interrupted as a result of fire, work stoppage, strike or school closing.
- The MPS and its representatives including but not limited to, school principals, teachers and MPS employees shall fully cooperate with FSMC in the implementation of the Food Service Program. The MPS shall fully cooperate with FSMC to eliminate competitive food sales in order to maximize the gross receipts and other non-cash sales of the Food Service Program.

In the event the foregoing conditions are not met during the school year, the Operating Budget may be adjusted by an amount equivalent to any increased cost or loss of revenue attributable to the change in such conditions.

p. Recommendations on how to improve the financial operation of the program without sacrificing quality.

B. It is the intent of the MPS to accept the proposal that will best promote the public interest and that is the most advantageous to the MPS. Each responsive proposal from a responsible contractor will be evaluated solely according to the criteria as set forth in Attachment M. Each proposal will be assigned a rating of HIGHLY ADVANTAGEOUS, ADVANTAGEOUS, NOT ADVANTAGEOUS, with respect to each criterion. A composite rating for each proposal will be set forth in writing. An Evaluation Committee appointed by the MPS will determine the most advantageous proposal from a responsive offer or, taking into consideration the price and rating on the evaluation criteria obtained in the RFP. In the event of a tie, the awarding authority will base its decision upon "BEST PRICE" Criteria. The "best" proposal price will be determined by two factors:

- 1) The best total financial return to the City of Malden over the length of the contract, and
- 2) The best opportunity for the MPS to operate an efficiently managed food service program.

14. PRICES

A. The prices to be charged for the 2014-2015 school year are listed on Attachment H. MPS retains control for the establishment of all prices, including price adjustments for meals served under the nonprofit school for service account, e.g, pricing for reimbursable meals, a la carte service including vending machines, and adult meals. These prices may be changed upon mutual agreement of the MPS and the FSMC.

15. MENU CYCLE

A. FSMC must provide a 21-Day Menu Cycle as developed in accordance with the meal pattern requirements specified in 7 CFR Part 210. The 21-day cycle menu must be approved by MPS.

16. MENUS

A. The FSMC shall provide, upon request by the MPS, menus to be reviewed by a nutrition committee approved by the MPS and available for distribution 10 days prior to preparation and service of foods. See Attachment J. The grade, purchase

unit, style, weight, ingredients, formulation, etc. as set forth by the MPS, shall be complied with by the FSMC. See Attachment J.

17. PURCHASES

A. The FSMC shall purchase all food and non-food commodities, consistent with maintaining quality standards, at the lowest price possible, including taking advantage of all available trade discounts/rebates. Charges to MPS for goods and services should be reasonable and necessary for the operation of the nonprofit school food service. All payment discounts, rebates and allowances obtained from vendors must go to the MPS' food services account. FSMC shall identify the method by which it will report discounts, rebates and other applicable credits, and shall identify the amount of each discount, rebate and other applicable credit with the bills and invoices presented to MPS for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.

B. Title to all commodities purchased by the FSMC shall remain with the MPS.

C. The FSMC shall purchase from their owned or operated subsidiary facilities if the purchase price is lower than the prices otherwise available in the area for the same required quality of products. The FSMC shall advise the MPS of any related purchases if so requested.

D. The FSMC shall honor existing contracts if advantageous to the MPS.

E. Any silence, absence, or omission from the contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by MPS are to be used.

F. The FSMC shall maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to MPS, the DESE or the USDA.

18. FREE AND REDUCED MEAL POLICY

A. The written policy of the district requiring feeding of needy children, free or at reduced price, shall apply to the FSMC's food service operation. The policy is on file in the MPS office.

B. The MPS shall be responsible for the implementation of this policy.

C. Meals shall be served and proper accurate pupil participation records shall be maintained by the FSMC.

19. MEALS

- A. The FSMC shall serve reimbursable meal pattern lunches pursuant to the National School Lunch Program.
- B. The FSMC may offer a choice of reimbursable meal pattern lunches, subject to approval of the MPS.
- C. The FSMC shall promote maximum participation in the Child Nutrition Programs.
- D. The FSMC shall provide condiments and utensils as needed.
- E. The FSMC shall provide specified types of service in the locations listed on attachment B.
- F. The FSMC shall use the MPS facilities for the preparation of food to be served in the designated attendance units.
- G. All a la carte items served by the FSMC shall be approved by the MPS in advance of sale.
- H. All a la carte prices charged by the FSMC shall be approved by the MPS in advance of sale.
- I. The FSMC shall sell on the premises only those foods and beverages authorized by the MPS and only at the times and places designated by the MPS.
- J. The FSMC shall not sell, dispense, or cause to be on premises, the items listed on Attachment H.
- K. Neither the MPS nor the FSMC shall authorize the distribution of non-nutritious foods pursuant to the program regulations.

20. FEDERALLY DONATED COMMODITIES

- A. All USDA donated foods made available to the FSMC, including processed USDA donated foods, accrue only to the benefit of the MPS's nonprofit school food service and are fully utilized therein. All refunds received from processors must be retained by MPS. The FSMC is prohibited from using USDA donated foods for special functions conducted outside of the nonprofit school food service.
- B. The FSMC shall have records available to substantiate the use of federally donated commodities in reimbursable meal pattern lunches. Records should include receipt, use/disposition, storage and inventory.

C. The FSMC shall select, accept and use to the maximum extent possible USDA donated foods made available solely for the benefit of the MPS nonprofit school service.

D. The FSMC shall arrange for transportation and storage charges for federally donated commodities, if any.

E. The FSMC shall account for all federally donated commodities separately from purchased commodities.

F. Title of products purchased or processed using federally donated commodities shall remain with the MPS. Any charges incurred by the FSMC when processing or purchasing products containing government commodities shall be paid by the FSMC and charged back to the MPS as a food cost.

G. The value of USDA donated foods used shall be itemized in the regular monthly billings to the MPS to document savings resulting from commodity usage. MPS shall be the benefactor of all discounts and/or rebates as a result of the processing of all USDA commodities.

H. All records shall be available to the Comptroller General, USDA, and the MPS, upon request for the purpose of making audit, examination, excerpts and transcriptions. (Appendix C:OMB Circular No.A-102, Attachment O, Paragraph 14 H).

I. The FSMC will articulate the method which delineates how the FSMC will pass the value of USDA donated foods used to the MPS.

J. The FSMC accepts liability for any negligence on its part that results in a loss of, improper use of, or damage to USDA donated foods.

21. USE OF FACILITIES

A. The MPS shall furnish at its expense, space, light, heat, power, hot and cold water and other utilities as are necessary for the operation of the food services to be furnished thereunder.

B. The MPS shall make available without cost to the FSMC areas of the premises agreeable to both parties in which the FSMC shall render its services, such area or areas reasonable necessary for providing efficient food service.

C. The MPS may request of the FSMC additional food service programs; however, the MPS reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the regularly schedule lunch or breakfast periods provided such use does not interfere with the operations of the School Lunch and/or Breakfast and/or Special Milk Programs.

D. MPS shall pay all costs associated with repair of cafeteria equipment per approval of the Superintendent of the Malden Public Schools.

22. INVENTORY, EQUIPMENT, STORAGE

A. The FSMC and the MPS shall inventory the equipment and commodities owned by the MPS at the beginning of the school year, including but not limited to silverware, trays, chinaware, glassware kitchen utensils, food commodities.

B. The FSMC shall maintain the inventory of silverware, chinaware, glassware, kitchen utensils and other operating items necessary for the food service operation.

C. The MPS shall replace expendable equipment and replace, repair and maintain equipment.

D. The FSMC shall maintain adequate storage practices, inventory and control of federally donated foods in conformance with MPS's agreement with the Office of General Services.

E. The FSMC shall provide locks for food storage areas under its direct supervision. One set of keys to those locks shall be provided by the FSMC to the MPS.

F. The MPS shall provide telephone service.

G. The MPS shall furnish and install any equipment or make any structural changes needed to comply with Federal, State and local laws.

H. The MPS shall be responsible for any losses, which may arise due to equipment malfunction, or loss of electrical power not within the control of the FSMC.

I. All food preparation and serving equipment owned by MPS shall remain on the premises of the District.

J. The MPS shall not be responsible for loss or damage to equipment owned by the FSMC and located on the MPS premises.

K. The FSMC shall notify the MPS of any equipment belonging to the Contractor on District premises within ten (10) days of its placement on the MPS premises.

23. SANITATION

A. The FSMC shall place garbage and trash in designated areas.

B. The MPS shall remove all garbage and trash from the designated areas.

C. The FSMC shall clean the kitchen area, including but not limited to sinks, counters, tables, chairs, silverware and utensils.

D. The FSMC shall operate and care for all equipment and food service areas (walls, windows, and lights excepted) in a clean safe and healthy condition in accordance with standards acceptable to the MPS and comply with all applicable laws, ordinances, regulations and rules of Federal, State and local authorities.

E. The MPS shall be responsible for cleaning of ducts and hoods above the filter line and will provide extermination services as needed.

F. The MPS shall be responsible for painting and/or decorating within the kitchen and dining areas.

G. The MPS shall comply with all local and state sanitation requirements in the preparation of food.

24. EMPLOYEES

A. The FSMC shall comply with all wage and hours of employment requirements of Federal and State Law.

B. All employees of the FSMC shall be paid in accordance with the Fair Labor Standard Act, as amended and any other applicable statutes.

C. The FSMC shall comply with Title VI of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Agriculture issued thereunder and any additions of amendments thereto.

D. The FSMC shall provide Workers' Compensation for its employees.

E. The FSMC shall instruct its employees to abide by the policies, rules and regulations with respect to use of MPS premises as established by MPS from time to time and which are furnished in writing to the FSMC.

F. The FSMC shall maintain its own personnel policies and fringe benefits for its employees, subject to review by the MPS.

G. The FSMC shall provide the MPS with a list of its personnel policies.

H. Staffing patterns of the MPS's Food Service employees shall be determined by the FSMC and approved by the MPS. See present staffing listed on Attachment A.

I. Any employee who is continued as an employee of the FSMC shall be subject to the personnel policies and termination rules of the FSMC.

- J. The FSMC shall not be responsible for the hiring of cafeteria employees.
- K. The FSMC shall provide the MPS with a schedule of employees, positions, assigned locations, salaries (and hours to be worked) two full calendar weeks prior to the commencement of operation.
- L. The MPS shall provide sanitary toilet facilities for the employees of the FSMC.
- M. The MPS may request in writing the removal of an employee of FSMC who violates health requirements or conducts himself/herself in a manner that is considered detrimental to the physical, mental, or moral well-being of students and/or cafeteria staff.
- N. Cafeteria staff assigned to each school shall be instructed on the use of all emergency valves, switches, fire and safety devices in the kitchen and cafeteria areas by the FSMC personnel.
- P. The FSMC shall maintain an adequate staff of service personnel at all schools. This shall include the use of substitute personnel when necessary.
- Q. The MPS shall provide the necessary number of MPS cafeteria employees required by the FSMC to successfully operate the program. The MPS employees, including clerks, drivers, food preparers, food handlers, and others added from time to time shall be under the supervision of the FSMC.

25. EMERGENCY CLOSINGS

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

26. LICENSES, FEES, TAXES

- A. The FSMC shall be responsible for paying all applicable taxes and fees, including but not limited to sales tax, State and local income taxes, payroll and withholding taxes, and hold the MPS harmless for all claims arising under such taxes and fees.
- B. The MPS shall obtain and post all applicable health permits for its facilities.
- C. The FSMC shall comply with all building rules and regulations.
- D. The FSMC shall comply with all health and safety regulations required by Federal, State or local law.
- E. The FSMC shall maintain applicable health certification.

F. The FSMC shall have State or local health certification for any facility outside the MPS in which it proposes to prepare meals, and the FSMC shall maintain this health certification for the duration of the contract.

27. INCOME, REIMBURSEMENT

A. The MPS shall receive all income from the program(s) and the FSMC shall deposit all income in the school cafeteria fund accounts. The MPS retains control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operations.

B. If reimbursement is denied as a direct result of the failure of the FSMC to comply with the provisions of this contract, the FSMC shall assume responsibility for the amount denied.

28. FINANCIAL ACCOUNTING, BOOKS AND RECORDS

A. MPS shall designate by name and title the employee whose responsibility shall be to supervise and audit all financially related operations of the FSMC. The FSMC shall bill the MPS for the estimated direct costs of operation incurred at the close of each month of program operation.

B. The MPS shall make payment to the FSMC for the direct costs of operation plus management fee, after the submission of an invoice as quickly as possible.

C. In the event estimated direct costs of operation do not equal actual costs of operations, adjustments shall be made within 10 working days following the close of the month of operation and the MPS will be so advised.

D. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the MPS will need to meet monthly operating statements in reporting responsibilities and shall submit monthly operating statements in a format approved by the MPS no later than the 10th calendar day succeeding the month in which services were rendered; participation records shall be submitted no later than the 5th working day succeeding the month in which services were rendered.

E. The FSMC shall maintain records to support all allowable expenses appearing on the monthly operating statement in an orderly fashion according to expense categories.

F. The FSMC shall provide the MPS with a cumulative monthly and year end operating statement.

G. The MPS shall have the right to audit food, labor and other large expense items annually.

- H. The MPS shall audit the FSMC's operations as part of its year end audit.
- I. Books and records of the FSMC pertaining to the school feeding operations shall be available at the MPS, for a period of six (6) years from the end of the fiscal year to which they pertain, for inspection and audit by either State or Federal representatives and auditors.
- J. MPS shall make no payment for meals that are spoiled or unwholesome at time of delivery, do not meet the detailed specifications or do not otherwise meet the requirements of the contract.
- K. The FSMC shall prepare and submit financial reports as requested by the office of the Superintendent.
- L. The FSMC shall report the claim information to MPS promptly at the end of each month, or more frequently as specified by MPS.
- M. All FSMC records pertaining to the MPS nonprofit food services program should be maintained at MPS while the contract is in effect, and preferably for the required retention period.

29. PROPOSERS CONFERENCE

Attendance at this conference is mandatory for any proposer. Failure to attend shall result in a proposer being deemed non-responsive. The contract shall be awarded only to a proposer that is both “responsible and responsive”.

A proposer’s conference will be held on Friday May 9 at 12:00 p.m. Office of the Superintendent 200 Pleasant Street Room #109 Malden, MA. 02148 to answer all proposer questions regarding the operation of the Food Service Program and the intent of the Malden Public Schools as embodied in the bid specifications.

Any question not immediately answered at the conference will be researched and the findings will be forwarded to all proposers on record.

30. CERTIFICATIONS.

The FSMC must certify with compliance with:

- a) Energy Policy and Conservation Act, 7 CFR Part 316.31(i)
- b) Equal Employment Opportunity – 7 CFR Part 3016.36(i)
- c) Compliance with the following, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; section 504 of the

Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR Parts 15, 15a and 15b; and FCS Instruction 113-6, Civil Rights Compliance and Enforcement in the School Nutrition Programs.

d) USDA Rights to Copyrights, Patent Rights and Rights in Data Reporting of Discoveries and Inventions, 7 CFR Part 3016.36(i)

e) Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulations, 7 CFR Part 3016.36(i)

f) Debarment, Suspension, Ineligibility and Voluntary Exclusion, 7 CFR 3017.510. A new certification regarding debarment/suspension from participating in Federal contracts/grants/awards is required for each renewal period.

g) Contract Work Hours and Safety Standards Act, 7 CFR Part 3016.36i

h) 7 CFR Parts 210, 215, 220, 245 and 250, and FCS instructions and policy

i) Buy American provision under 7 CFR Part 250

j) all civil rights requirements applicable to MPS.

k) non-collusion. Certification may be met through use of the Certification of Independent Price Determination.

32. INDEMNIFICATIONS

The contractor acknowledges and agrees that it is responsible as an independent contractor for all operations under this agreement and for all the acts of its employees and agents hereunder, and agrees that it will indemnify, hold harmless and defend the city or its officers, boards, committees and employees from any and all loss, damage, cost, charge, expense and claim which may be against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the contractor or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorney's fees and expenses. This indemnification is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the contractor under the Workmen's Compensation Act, Disability Benefits Act or other employees' benefits.

33. SCHOOL COMMITTEE REQUIREMENTS

All vendors doing business with the Malden Public Schools must comply with the requirements of:

a) Section 504 of the Rehabilitation Act of 1973 and the American Disabilities Act (ADA).

b) Malden Public School policy including Tobacco Prohibition, Drug Free Workplace, sexual harassment and student confidentiality. (Copies of which are available from the Office of the Superintendent).

34. CLARIFICATION OF SPECIFICATIONS

Any questions posed by an interested FSMC regarding these specifications shall be addressed in writing to Dr. David DeRuosi, 200 Pleasant Street Room #109 Malden, MA 02148 telephone number 781-397-7204, and a copy of the response will also be sent to all FSMC's that requested specifications.

35. LOBBYING

FSMC must maintain Certification Regarding Lobbying (7 CFR Part 3018). A new certification is also required for each renewal period. All FSMC lobbying activities in connection with school nutrition programs must be disclosed. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis.

36. SPECIAL FUNCTIONS

FSMC must demonstrate that cost allocations for special functions conducted outside the nonprofit school food service are not being double billed for program meals and special function meals.

ATTACHMENTS

- A) Data on paid, free, and reduced lunch meals served in FY13 (2012-2013 school year) by school
- B) Grade configuration at each MPS cafeteria
- C) Data on annual sales volume for a la carte, vending, catering and adults sales district-wide in FY13 (2012-2013 school year)
- D) Food Services Statement of Operations for FY11, FY12, FY13
- E) Details on Summer Lunch Program
- F) FY15 Financial Budget Projections
FY16 Financial Budget Projections
FY17 Financial Budget Projections
- G) Record of School Visitation
- H) Existing Meal Prices
- I) Major Ingredient Specifications
- J) Non-Collusion Affidavit
- K) Evaluation Criteria

ATTACHMENT A

SCHOOL	9/30/13 ENROLLMENT	MEALS SERVED DURING 9/13		EMPLOYEES	
		BREAKFAST	LUNCH	FULL TIME	PART TIME
BEEBE (K-8)	919	1,538	10,180	2	7
EARLY LEARNING CENTER	152	59	1,139	0	2
FERRYWAY (K-8)	925	3,397	13,280	2	8
FORESTDALE (K-8)	588	1,412	6,228	2	6
LINDEN (K-8)	902	1,348	10,464	2	10
MALDEN HIGH (9-12)	1858	3,944	23,494	2	20
SALEMWOOD (5-8)	1,119	4,783	15,212	2	11
				4 drivers	
				1 office clerk	
TOTALS	6,463	16,481	79,997	17	64

ATTACHMENT B
GRADE CONFIGURATION

BEEBE	1 KITCHEN, 1 DINING ROOM	(K-8)
EARLY LEARNING CENTER	NO KITCHEN 1 DINING ROOM	(PRE- K)
FERRYWAY	1 KITCHEN, 1 DINING ROOM	(K-8)
FORESTDALE	1 KITCHEN, 1 DINING ROOM	(K-8)
LINDEN	1 KITCHEN 1 DINING ROOM	(K-8)
MALDEN HIGH SCHOOL	1 KITCHEN, 2 DINING ROOMS	(9-12)
SALEMWOOD	2 KITCHENS, 2 DINING ROOMS	(K-8)

ATTACHMENT C

DISTRICT-WIDE SALES VOLUME: FY13 (2012-2013 school year)

Paid lunches	174,880
Reduced Lunches	74,948
Free Lunches	506,638
Adult	
Student A la Carte	

Paid Breakfasts	21,586
Reduced Breakfasts	12,357
Free Breakfasts	128,547

Student a la carte snacks

Free	314,026
Reduced	484
Paid	8,660

ATTACHMENT D

FOOD SERVICES PROGRAM STATEMENT OF OPERATIONS FY11-FY13

Malden Public Schools

REVENUE	FY11	FY12	FY13
Cash receipts	662,119.94	641,758.78	575,305.98
Electronic receipts	31,536.27	56,887.90	64,867.31
Fed/State Reimbursements	2,190,931.86	2,300,881.95	1,923,999.45
Total Cash Inflow	2,884,588.07	2,999,528.63	2,564,172.74

Expenditures	FY11	FY12	FY13
Staffing Costs	924,488.97	974,423.61	1,035,742.10
Operational Costs	1,698,728.30	1,872,785.81	1,970,606.42
Total Expenditures	2,623,217.27	2,847,209.42	3,006,348.52

Net Income	261,370.80	152,319.21	(442,175.78)
-------------------	-------------------	-------------------	---------------------

ATTACHMENT E

Summer Lunch Program

A Summer Lunch Program will be run by FSMC and under the directions of the MPS and the Superintendent.

ATTACHMENT F

FY15 FINANCIAL BUDGET PROJECTIONS

This schedule must be completed for each of our 7 school cafeterias (plus a consolidated schedule for all) and submitted with the bid.

School Cafeteria Name: _____

(Prepare a summary of 7 school cafeterias also)

Basis of Projections:

All Meals: (1) _____

Income:

Cash Receipts (1) _____

Reimbursements (1) _____

Total Income _____

Expenses:

Food _____

FSMC Labor (2) _____

Other (3) _____

Administrative _____

Management Fee _____

Net Funds Available
for MPS Salaries &
Equipment Purchases &
Repairs _____

(1) Detail Expenses on Following Page(s)

(2) Detail on Page 3

(3) Detail on Page 4

Attachment F

FY15 PROJECTED MEALS, RECEIPTS AND REIMBURSEMENT

School Cafeteria Name: _____

Meal Counts:

Paid Meals: _____

Reduced Meals: _____

Free Meals: _____

Equivalent Meals: _____

Total Meals: _____

CASH RECEIPTS

Paid Meals _____

Reduced Meals _____

A La Carte _____

Adult Meals _____

Other _____

Total Cash Receipts _____

REIMBURSEMENTS

Paid Meals _____

Reduced Meals _____

Free Meals _____

Total Reimbursements _____

**TOTAL CASH RECEIPTS &
REIMBURSEMENTS** _____

NOTE: This schedule must be completed for each school and submitted with the bid.

Attachment F

FY15 DETAIL OF FSMC LABOR EXPENSES

School Cafeteria Name: _____

ITEM

Salaries: Management, Administration, Clerical _____

Hourly Wages _____

Fringe Benefits _____

Other Payroll Expenses _____

TOTAL FSMC LABOR EXPENSES

NOTE: This schedule is to be completed and submitted with the bid. **DO NOT** consolidate any of the line items above. List each item on a separate line, as indicated. A summary **MUST** be completed for each school plus a combined schedule for all schools.

Attachment F
FY15 DETAIL OF OTHER EXPENSES

School Cafeteria Name: _____

ITEM

Cafeteria Supplies (paper, cleaning, etc.)	_____
Insurance	_____
Telephone	_____
Advertising & Promotions	_____
Office Supplies	_____
Uniforms & Laundry	_____
Repairs	_____
Replacements (Expendable Equipment)	_____
Commodity Delivery	_____
Taxes & Licenses	_____
Auto Allowance	_____
Vehicle - Operation	_____
Vehicle - Lease/Amortization	_____
Other (Identify):	_____
Other:	_____
Other:	_____
Total Other Expenses:	_____

NOTE: This schedule must be completed for each school (plus a consolidated schedule for all schools) and submitted with the bid.

**Attachment F
FY16 FINANCIAL BUDGET PROJECTIONS**

This schedule must be completed for each of our 7 school cafeterias (plus a consolidated schedule for all) and submitted with the bid.

School Cafeteria Name: _____

(Prepare a summary of 7 school cafeterias also)

Basis of Projections:

All Meals: (1) _____

Income:

Cash Receipts (1) _____

Reimbursements (1) _____

Total Income _____

Expenses:

Food _____

FSMC Labor (2) _____

Other (3) _____

Administrative _____

Management Fee _____

Net Funds Available
for MPS Salaries &
Equipment Purchases &
Repairs _____

(1) Detail Expenses on Following Page(s)

(2) Detail on Page 3

(3) Detail on Page 4

Attachment F
FY16 PROJECTED MEALS, RECEIPTS AND REIMBURSEMENT

School Cafeteria Name: _____

Meal Counts:

Paid Meals: _____

Reduced Meals: _____

Free Meals: _____

Equivalent Meals: _____

Total Meals: _____

CASH RECEIPTS

Paid Meals _____

Reduced Meals _____

A La Carte _____

Adult Meals _____

Other _____

Total Cash Receipts _____

REIMBURSEMENTS

Paid Meals _____

Reduced Meals _____

Free Meals _____

Total Reimbursements _____

**TOTAL CASH RECEIPTS &
REIMBURSEMENTS _____**

NOTE: This schedule must be completed for each school and submitted with the bid.

Attachment F

FY16 DETAIL OF FSMC LABOR EXPENSES

School Cafeteria Name: _____

ITEM

Salaries: Management, Administration, Clerical _____

Hourly Wages _____

Fringe Benefits _____

Other Payroll Expenses _____

TOTAL FSMC LABOR EXPENSES

NOTE: This schedule is to be completed and submitted with the bid. DO NOT consolidate any of the line items above. List each item on a separate line, as indicated. A summary MUST be completed for each school plus a combined schedule for all schools.

Attachment F
FY16 DETAIL OF OTHER EXPENSES

School Cafeteria Name: _____

ITEM

Cafeteria Supplies (paper, cleaning, etc.)	_____
Insurance	_____
Telephone	_____
Advertising & Promotions	_____
Office Supplies	_____
Uniforms & Laundry	_____
Repairs	_____
Replacements (Expendable Equipment)	_____
Commodity Delivery	_____
Taxes & Licenses	_____
Auto Allowance	_____
Vehicle - Operation	_____
Vehicle - Lease/Amortization	_____
Other (Identify):	_____
Other:	_____
Other:	_____
Total Other Expenses:	_____

NOTE: This schedule must be completed for each school (plus a consolidated schedule for all schools) and submitted with the bid.

FY17 – 1
Attachment F
FY17 FINANCIAL BUDGET PROJECTIONS

This schedule must be completed for each of our 7 school cafeterias (plus a consolidated schedule for all) and submitted with the bid.

School Cafeteria Name: _____

(Prepare a summary of 7 school cafeterias also)

Basis of Projections:

All Meals: (1) _____

Income:

Cash Receipts (1) _____

Reimbursements (1) _____

Total Income _____

Expenses:

Food _____

FSMC Labor (2) _____

Other (3) _____

Administrative _____

Management Fee _____

Net Funds Available
for MPS Salaries &
Equipment Purchases &
Repairs _____

(1) Detail Expenses on Following Page(s)

(2) Detail on Page 3

(3) Detail on Page 4

FY17 – 2
Attachment F
FY17 PROJECTED MEALS, RECEIPTS AND REIMBURSEMENT

School Cafeteria Name: _____

Meal Counts:

Paid Meals: _____

Reduced Meals: _____

Free Meals: _____

Equivalent Meals: _____

Total Meals: _____

CASH RECEIPTS

Paid Meals _____

Reduced Meals _____

A La Carte _____

Adult Meals _____

Other _____

Total Cash Receipts _____

REIMBURSEMENTS

Paid Meals _____

Reduced Meals _____

Free Meals _____

Total Reimbursements _____

**TOTAL CASH RECEIPTS &
REIMBURSEMENTS** _____

NOTE: This schedule must be completed for each school and submitted with the bid.

**FY17 – 3
Attachment F**

FY17 DETAIL OF FSMC LABOR EXPENSES

School Cafeteria Name: _____

ITEM

Salaries: Management, Administration, Clerical _____

Hourly Wages _____

Fringe Benefits _____

Other Payroll Expenses _____

TOTAL FSMC LABOR EXPENSES

NOTE: This schedule is to be completed and submitted with the bid. DO NOT consolidate any of the line items above. List each item on a separate line, as indicated. A summary MUST be completed for each school plus a combined schedule for all schools.

**Attachment F
FY17 DETAIL OF OTHER EXPENSES**

School Cafeteria Name: _____

ITEM

Cafeteria Supplies (paper, cleaning, etc.)	_____
Insurance	_____
Telephone	_____
Advertising & Promotions	_____
Office Supplies	_____
Uniforms & Laundry	_____
Repairs	_____
Replacements (Expendable Equipment)	_____
Commodity Delivery	_____
Taxes & Licenses	_____
Auto Allowance	_____
Vehicle - Operation	_____
Vehicle - Lease/Amortization	_____
Other (Identify):	_____
Other:	_____
Other:	_____
Total Other Expenses:	_____

NOTE: This schedule must be completed for each school (plus a consolidated schedule for all schools) and submitted with the bid.

Attachment G

FSMC RECORD OF SCHOOL VISITATION

The MPS recommends that the FSMC visit all schools listed for the purpose of examining the kitchens, cafeterias, storage rooms etc. where services are to be provided. This PROOF OF VISITATION sheet should be included with the proposal.

School Official	Date	Signature of School
-----------------	------	---------------------

<u>Beebe School</u>		
---------------------	--	--

<u>Early Learning Center</u>		
------------------------------	--	--

<u>Ferryway School</u>		
------------------------	--	--

<u>Forestdale School</u>		
--------------------------	--	--

<u>Linden School</u>		
----------------------	--	--

<u>Malden High School</u>		
---------------------------	--	--

<u>Salemwood School</u>		
-------------------------	--	--

Attachment H

MALDEN PUBLIC SCHOOLS CAFETERIA PRICES AS OF APRIL, 2014

Student Prices: Lunch \$2.30 Reduced \$.40

Breakfast: \$1.00 Reduced \$.30

Milk : \$.40

Free Breakfast served at the Ferrway and Salemwood Schools

NON-NUTRITIOUS ITEMS

The FSMC shall not sell or authorize the sale or service of "non-nutritious" food pursuant to the performance of this contract as defined by local, state, or federal governments or regulatory authorities. The FSMC shall not include in any of its services, sell or dispense any of the following:

ITEMS NOT ALLOWED ON PREMISES

Alcohol beverages, tobacco products, foods disallowed by the USDA and any other food item deemed inappropriate by the MPS.

Attachment I Page 1

MAJOR INGREDIENT SPECIFICATIONS

(A) Products shall be processed and packed under continuous inspection of the USDA and shall comply with meat and poultry provisions of the Food, Drug and Cosmetic Act where applicable.

1. MEAT AND POULTRY: Only domestic meat and poultry meeting the following grade standards shall be used:

Beef: USDA choice or better
Pork: USDA number 1
Veal: USDA choice
Poultry: Chicken, USDA Grade A
Fowl, USDA Grade A or B
Turkey, USDA Grade A or B

A minimum of a 2-oz. edible portion of cooked protein is required.

2. FISH AND SEAFOOD: All ingredients shall be manufactured under continuous inspection of the USDA.

3. DAIRY PRODUCTS: USDA Grade A where applicable. One (1) cup (8 fluid oz.) milk served as a beverage processed as whole and/or unflavored low fat. A milkshake may be served if it contains minimum nutritional value of whole milk.

4. VEGETABLES AND FRUIT: USDA Grade A fancy canned, frozen or fresh. Must comply with standards of identity for the product and provisions of the Food, Drug and Cosmetic Act. Fresh products must be pre-washed prior to serving. Serve 3/4 cup (6 oz.). Serving of two or more vegetables or fruits.

5. BAKERY PRODUCTS: All products shall be enriched and comply with provisions of the Food, Drug and Cosmetic Act. One (1) slice/serving bread, roll, muffin or cornbread to be included with a hot meal.

(B) Fillers not approved as a protein source by the USDA Food and Nutrition Service may not be included as cooked meat weight. Textured vegetable protein or other approved filler shall not exceed 15% of the raw meat weight.

(C) MICROBIOLOGICAL STANDARDS:

Standard plate count	less than 100,000 gm.
Coliform count by MPH procedure	less than 10 gm.
E - Coli - E.C. procedure	less than 5 gm.
Coaguloseptine staphylococci	negative
Salmonella	negative

Attachment I Page 2

(D) Lunches shall be served in accordance with USDA recommendations.

(E) Food products, excluding USDA commodity products used in preparation of lunches, shall conform to major ingredient specifications as listed above and shall contain no additives or artificial products where possible.

Attachment J

NON-COLLUSION AFFIDAVIT

Company Name _____

Street _____

City, State, Zip _____

State of _____

County of _____

I, _____ of the _____
Name City

in the County of _____ and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____

Title

Co. Name

The FSMC making the proposal for Food Service Management specified under the MPS request for proposal, and that I executed the said proposal with full authority so to do; that said FSMC has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free and open proposals, and that all statements contained in said proposal and in this affidavit are true and correct, and made with the full knowledge that MPS relies upon the trust of the statements contained in this affidavit in awarding the contract for Food Service Management.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____

Company Name

Authorized Signature & Title

ATTACHMENT K

Evaluation Criteria

In evaluating each proposal, the evaluation committee will assign a rating of HIGHLY ADVANTAGEOUS, ADVANTAGEOUS, OR NOT ADVANTAGEOUS for each of the criteria.

A rating of ADVANTAGEOUS shall be given to a proposal that meets the standards set forth in the criteria. A rating of NOT ADVANTAGEOUS shall be assigned to a proposal that does not meet the evaluation standards. A rating of HIGHLY ADVANTAGEOUS will be granted only when a proposal exceeds evaluation standards. A proposal will not be rated higher than ADVANTAGEOUS for offering materials and features not requested by the criterion.

1. NUTRITION

CRITERION: Vendor offers varied, appealing and nutritious meals and menus that satisfy State and Federal nutrition and dietary standards for elementary, middle, and high school students with no increase in meal pricing. Sample menus must be included with documentation of use in existing school service sites.

HIGHLY ADVANTEGEIOUS:

Varied and creative menu offerings that rotate on a fifteen (15) day cycle.

ADVANTAGEOUS:

Menus operate on a ten (10) day cycle.

NOT ADVANTAGEOUS:

Unimaginative and repetitious menus.

CRITERION: Vendor offers nutrition education programs and resources to the Malden Public Schools. Attach sample materials or describe programs in other school districts.

HIGHLY ADVANTAGEOUS:

Vendor provides on-going programming designed in conjunction with each principal.

ADVANTAGEOUS:

Vendor provides program five (5) times during the school year.

NOT ADVANTAGEOUS:

Vendor does not provide any resources or programs.

2. SCHOOL/COMMUNITY OUTREACH

CRITERION: Vendor demonstrates commitment and verifies activities that reflect collaborative efforts with parents, students, and school personnel to strengthen and improve school food services and increase customer satisfaction. Documentation required from the 2010-2011 or 2011-2012 school year from existing sites.

HIGHLY ADVANTAGEOUS:

Activities such as surveys, meetings with established committees or groups and/or the formation of a Food Service Advisory Committee, etc. in at least three (3) of five (5) districts with parents, students, and school personnel in all schools at least three (3) times during the school year that resulted in modifications to menu offerings or operational procedures that enhanced school food service.

ADVANTAGEOUS:

Limited activities in fewer than three (3) districts.

NOT ADVANTAGEOUS:

No involvement of parents, students or school personnel.

3. MANAGMENT EXPERTISE

CRITERION: Vendor utilizes innovative and effective operational procedures in an environment with high free/reduced lunch population under the supervision of a highly experienced, proven food services manager.

HIGHLY ADVANTAGEOUS:

Food services manager has 10+ years experience, including time spent managing a district with >70% free and reduced student population.

ADVANTAGEOUS:

Food services manager has 5+ years experience, including time spent managing a district with >50% free and reduced student population.

NOT ADVANTAGEOUS:

Food services manager has less than 3 years experience with no time managing a district with >50% free and reduced student population.

4. SITE VISIT TO VENDOR'S EXISTING SCHOOL FOOD SERVICE SITE

CRITERION: Through personal observation and student and staff verbal feedback, site visit furnishes direct evidence that vendor provides innovative, nutritious, and appealing menu offerings to students and staff in a clean and well-managed facility.

HIGHLY ADVANTAGEOUS:

Existing site is clean and well-managed; food choices for students and staff are appealing, nutritious and innovative; lunch lines operate smoothly; high customer satisfaction; overall participation rate in district is between 75 - 80 %.

ADVANTAGEOUS:

Existing site is clean and well-managed; menu choices are limited; customer satisfaction is average; participation rate is between 70 - 75%.

NOT ADVANTAGEOUS:

Existing site is dirty and poorly managed; customer satisfaction is low; participation rate is below 70%.

5. PERSONAL INTERVIEW

CRITERION: In a personal interview with the Evaluation Committee, vendor and proposed Food Service Director provide specific three (3) year plan for developing Food Service Program in Malden. Information and results from existing sites may be used to illustrate proposed plan.

HIGHLY ADVANTAGEOUS:

Vendor and proposed Food Service Director present a detailed and creative plan for developing Food Service Program in Malden based on specific documentation from existing sites.

ADVANTAGEOUS:

Plan presented by vendor and proposed Food Service Director lacks specific documentation.

NOT ADVANTAGEOUS:

Vendor and proposed Food Service Director do not present a three (3) year plan.

6. PRICE PROPOSAL

Budget. The Price Submission for every Proposal must consist of the following forms with documentation of all goods, services, labor, materials and any and all costs incurred in the performance of the contract. The budget must be signed by an individual authorized to bind the offer contractually and must be submitted on the enclosed forms.

The Price Proposal must be submitted in a separate envelope marked Price Proposal with the name of the vendor.

CRITERION: The vendor provides comprehensive school food services each year of the contract in accordance with all specifications in this RFP at no cost to the Malden Public Schools.

HIGHLY ADVANTAGEOUS:

Financial data is detailed, clear, comprehensive and is well documented, displaying a plan for increasing school lunch participation district-wide.

ADVANTAGEOUS:

Financial data is clear, but less detailed and plan for increasing school lunch participation less compelling.

NOT ADVANTAGEOUS:

Financial data is vague, undocumented and does not support criterion.