

## **REQUEST FOR PROPOSAL FOR FOOD MANAGEMENT SERVICES**

Fountain Square Academy is accepting proposals for a FOOD SERVICE MANAGEMENT CONTRACT for the School until **3:00pm on December 16, 2011**. At this time, proposals will be opened in the GEO Academies Board Room.

Proposals should be sent to:

GEO Academies  
Attention: Mr. Kyle Rouse, Operations Manager  
333 N. Pennsylvania St.  
Suite 1000  
Indianapolis, IN 46204

Proposals may be submitted up to 3:00pm on December 16, 2011. Any proposals submitted after that time will be disqualified and returned. Please indicate on envelope: **FOOD SERVICE MANAGEMENT PROPOSAL - DO NOT OPEN**. Questions may be directed to Mr. Kyle Rouse, Operations Manager (317) 713-4205.

Enclosed are our requirements and specifications, along with our evaluation process.

Fountain Square Academy reserves the right to waive any and all guidelines herein and to reject any and all proposals if considered to be in the best interest of the School.

## **SECTION I: INSTRUCTIONS**

### PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request is to provide the management of the Fountain Square Academy food service program. The Food Service Management Company, hereafter referred to as FSMC, will provide **management services** for the operation of the food program including purchasing, receiving, storing, setting up cafeteria lines, counter service, cleanup, sanitation, training, and supervising personnel, and presenting food in a way to create optimum student participation.

The organization or individual responding to this request will be referred to, as the FSMC and the contract will be between FSMC and Fountain Square Academy.

### ADMINISTRATIVE GUIDANCE

The information provided herein is intended to assist FSMCs in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested FSMCs 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

The Fountain Square Academy Office is the issuing office for this document and all subsequent addenda relating to it. Questions relating to this RFP should be directed to Kyle Rouse, Director of Operations at (317) 713-4205 or at [kyle.rouse@geofoundation.org](mailto:kyle.rouse@geofoundation.org).

### PRE-PROPOSAL MEETING

**A voluntary conference will be held to answer questions at 3:00 p.m. on December 9, 2011 in the GEO Academies Board Room located at 333 North Pennsylvania Avenue. Questions relating to this Request For Proposal must be submitted in writing prior to the conference.** Responses will be issued in writing in the form of addenda and shall become part of the contract. Verbal questions and responses will not be provided at any time during this process.

### RESPONSE DATE

**A copy of your proposal must be received at the GEO Academies Office prior to 3:00 p.m. on December 16, 2011.** Any proposal en route, either in the mail or other locations will not be considered timely and will be returned unopened. Proposals received after the deadline will be late and ineligible for consideration.

### TERM OF CONTRACT

The contract will be for a period of one year with the option for four additional one-year renewals. The contract cannot be assigned by either party without the written consent of the other, except that the FSMC may, without prior approval and without being released from any of its responsibilities hereunder, assign this Agreement to any affiliate or wholly-owned subsidiary of the FSMC as long as the subsidiary and any affiliate company complies with the basic requirements set forth in this proposal.

### CONSIDERATION OF PROPOSALS

Fountain Square Academy 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 School 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 Fountain Square Academy.

### BASIC FSMC REQUIREMENTS

The intent of this request for proposal is to provide management and consulting services for the Food Service Department of Fountain Square Academy. 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 School in managing their food service operation. Each contractor along with the sealed proposal shall submit the qualification data.
  - A. The FSMC must be licensed to do business in the State of Indiana.
  - B. The FSMC must provide the number of years they have been providing food management services.
  - C. The FSMC must provide the number of years they have been operating successful school lunch programs.
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, selecting and procuring food service equipment, nutrition, menu planning, on-site production, quality control, employee supervision, staff management training, employee motivation, marketing, and public relations.
3. The FSMC must provide management consultants assigned to duty on School's premises to provide direction for efficient management of the food services program.
4. The School's goal for the food service operation shall be to provide a visually appealing, nutritionally sound, breakfast and lunch program at a reasonable

cost for students. Funds to pay for consulting and management services costs should come from economies and increased meal participation.

5. All proposals shall be valid and may not be withdrawn for sixty-days (60) after submission.

## **SECTION II: BACKGROUND INFORMATION**

### **OBJECTIVES OF FOUNTAIN SQUARE ACADEMY**

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

1. To provide an appealing and nutritionally sound Type “A”, and ala Carte, breakfast and lunch program for students as economically as possible.
2. To promote nutritional awareness whenever the food service can interface with School programs.
3. Increase participation at all levels of our program by improving food quality at the serviced 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.
4. Provide a management staff that will ensure that the School’s food program is one of consistent top quality and is positively regarded 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 about food services.
7. Establish and conduct management and staff training programs, which will ensure staff development, proper supervision, and consistent quality control both in production and service.
8. Provide a financial reporting system that meets federal and state requirements.
9. Provide Fountain Square Academy Administration with monthly operating statements and information regarding the food service program.

### **SCOPE AND PURPOSE**

1. **The School**
  - A. The School shall retain control of the food service and prices to be charged.
  - B. The School shall be responsible for the cost of the food service program as indicated in the bid specifications and be entitled to all receipts.
  - C. All net income accruing to the School from the food service program shall remain in the program.

D. The School shall be legally responsible to have signature authority for the conduct of the food service program and all applicable health certifications, and shall supervise the food service operations in such a manner as will ensure compliance with the rules and regulations of the State of Indiana and the United States Department of Agriculture.

2. The FSMC

- A. The FSMC shall be an independent contractor and not an Employee of the School, nor are the employees of the FSMC employees of the School.
- B. The FSMC, as an independent contractor, shall have the exclusive right to supervise the operations of the school lunch program.
- C. The food service provided shall be operated and maintained as a benefit to the School's students, faculty and staff and not as a source of profit to the FSMC.
- D. The FSMC shall receive for its service administrative and management fees or a meal rate.
- E. The FSMC shall promote nutrition-health education as required by the local County, State, or Federal Governments.
- F. The FSMC shall comply with the rules and regulations of the Indiana Department of Education and the United States Department of Agriculture and any conditions or amendments thereto.

3. Services

All such addenda shall become part of the contract and all companies shall be bound by such addenda, whether or not received by the company.

SPECIFICATIONS

- 1. The School participates in the Federal School Lunch Program. Surplus food commodities are available for use in the food service program and it is the intent of the School that such items be included in the menus to the greatest extent possible.
  - A. The food service program shall meet all requirements of the Federal School Lunch Program of the United States Department of Agriculture and any other requirements promulgated by the State of Indiana. FSMC costs shall include all expenses associated with the management of the food service program as submitted in the financial budget of the RFP, all food costs, administrative and management fee.  
The FSMC shall submit a budget on May 1<sup>st</sup> of each year, or earlier if requested, to be used by the School in its budget process. Meal prices stated in the budget shall be established by the School. The

School shall retain ultimate control over meal prices and all 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 Corporation as described herein.

2. School and FSMC Responsibilities

A. Equipment-School

- (1) The School 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. The School will provide and maintain all equipment.
- (2) The School shall furnish and install any equipment or make any structural changes needed to comply with Federal, State and local laws.
- (3) The FSMC shall have no interest in any of the School's vending machines.

B. Equipment-FSMC

- (1) All food preparation and serving equipment owned by the School shall remain on the premises of the School.
- (2) The FSMC shall recommend to the School the purchase of new or replacement equipment as needed.

C. Repairs

The School will be responsible for equipment repairs.

D. Use of Facilities

The School reserves the right, at its sole discretion, to sell or dispense any food or beverage, or allow use of the facility by outside groups.

E. Sanitation/Safety

- (1) The FSMC shall be responsible for cleaning the kitchen facilities.
- (2) The FSMC shall maintain safety programs for employees as required.
- (3) The FSMC will provide sanitation standards covering housekeeping, preparation, storage, employees and equipment.

- (4) The FSMC shall cooperate in any School recycling program efforts.

3. Employees

- A. The local food service manager and employees will be employed by and compensated by the FSMC.
- B. The FSMC will provide documentation that all FSMC employees assigned to the School have undergone a satisfactory limited state and local criminal background check.
- C. The FSMC shall conduct periodic training for all food service employees. A copy of the training and development program should be provided with the proposal.
- D. The School may request in writing the removal of an employee of the FSMC who violates health requirements or conducts himself/herself in a manner, which is detrimental to the physical, mental, or morals well being of students or staff.

4. Free and Reduced Meal Policy

The FSMC will maintain such records as the School will need to support its claim for reimbursement under the Federal School Lunch Program, and shall provide necessary reports to the School within ten (10) days following the end of each month of operation. All records of the FSMC shall be made available to representatives of the School upon request.

5. Prices and Portions

The FSMC shall recommend meal prices and portions for approval by the School. The School will determine the prices and portions.

6. Menu Cycle

The FSMC will submit with the proposal a twenty-one (21) day cycle menu and a Daily Menu Pattern for the School. Documentation will be provided that the meal meets the Federal Program's nutrition guidelines. The FSMC must adhere to this cycle for the first twenty-one (21) days of meal service; thereafter, changes may be made with the mutual agreement of the School and the FSMC. However, the menu standard, as presented in the first twenty-one (21) 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.

7. Purchase Specifications

The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality, at the best price, for the School's food service program.

8. Meals  
The FSMC shall serve, on such days at such times as requested by the District:
  - A. Reimbursable meal pattern breakfasts and lunches pursuant to the Federal Food and Nutrition Program.
  - B. The FSMC may offer a choice of reimbursable meal pattern lunches.
  - C. The FSMC shall promote maximum participation in the Child Nutrition Programs.
  
9. Menus  
The FSMC shall provide, upon request by the School, menus to be reviewed by the School, approved by the School and available for distribution no less than ten (10) days prior to preparation and service of foods. The FSMC shall comply with all special needs requests submitted by the School to include, without limitation, “peanut allergy” restrictions.
  
10. Federally Donated Commodities
  - A. Fountain Square Academy shall retain title to all USDA foods.
  - B. All federally donated commodities received by the School and any refunds received from processors shall accrue only to the benefit of the School’s food service program and shall be used therein.
  - C. The FSMC shall have records available to substantiate the use of federally donated commodities in reimbursable meal pattern meals.
  - D. The FSMC shall select, accept and use in as large quantities as possible, the type and quantities of available federally donated commodities, subject to the approval of the School.
  - 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 must remain with the School. Any charges incurred by the FSMC when processing or purchasing products containing government commodities shall be processed for payment by the FSMC and charged back to the School as a food cost.
  - G. When a contract terminates and is not extended or renewed, the FSMC must return all unused USDA purchased ground beef, USDA purchased ground pork, and processed end products, and must, at the recipient agency’s discretion, return other unused USDA foods.
  - H. Make sure all contract provisions are followed according to 7 CFR Part 250.53 and required statements are included in the contract between a SFA and a FSMC.
  - I. Cost-reimbursable contracts

- (1.) The FSMC may credit the School for the value of all donated foods received for use in the School's meal service in the school year or fiscal year (including both entitlement and bonus foods,) and including the value of donated foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a).
- (2.) The FSMC must subtract from the School's monthly bill/invoice the current market value of all USDA-donated commodities received during each contract year as the commodities are used in the School's food service.
- (3.) The FSMC must credit the SFA for all USDA-donated commodities received for use in the School's food service each contract year. Such credit shall be issued in full prior to the expiration of each contract year.
- (4.) The FSMC will use all donated ground beef and ground pork products, and all processed end products, in the School's food service
- (5.) The FSMC will use all other donated foods or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the School's food service
- (6.) Assurance that the procurement of processed end products on behalf of the School, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing or recipient agency for the value of donated foods contained in such end products at the processing agreement value
- (7.) Assurance that the FSMC will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250
- (8.) A statement that the distributing agency, sub distributing agency, or recipient agency, the Comptroller General, the Department of Agriculture or their duly authorized representatives, may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods
- (9.) The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with 7 CFR 250.54(b); and
- (10.) Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods

- (11.) The FSMC will ensure that its system of inventory management will not result in the School being charged for donated foods.

11. 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. Ownership of beginning and ending inventory of food and supplies shall remain with the School. Ownership of all USDA commodities shall also remain with the School as required by regulations.
- C. The FSMC shall maintain adequate inventory and control of federally donated foods. Spoilage of federally donated foods due to misuse or mismanagement by the FSMC shall be the financial responsibility of the FSMC.
- D. The FSMC and the School shall inventory the commodities owned by the Corporation at the beginning of the contract year.

12. Financial Accounting, Reporting Systems and Records

- A. The FSMC shall assume accountability and responsibility for:
  - (1) Monitoring of daily bookkeeping and recording functions, including State and Federal reimbursement.
  - (2) Monthly Profit and Loss Statements
  - (3) Annual Budgeting
  - (4) Cost and Inventory Controls
  - (5) Preparation of records for annual audit by the School
- B. The School will be responsible for training the FSMC on how to use the accounting software that is currently in place.
- C. The FSMC shall prepare information necessary for school lunch claims for reimbursement from State and Federal agencies and maintain such records, as the School will need to support its claims for reimbursement under the Child Nutrition Program. The School shall retain signature authority on the State agency-school food authority agreement, free and reduced price policy statement and claims for reimbursement.
- D. The FSMC shall request, receive and verify for payment all supplies used in conjunction with the food service program.
- E. The FSMC will provide monthly and other reports to the School, which describe operating costs, meals per labor hour, meals served, etc.

- F. The FSMC shall bill the School for the actual direct costs of operation incurred at the close of each month of program operation.
- G. The School shall make payment within thirty (30) days to the FSMC for the direct costs of operation plus administration and management fee, after receipt of the invoice.
- H. The FSMC shall maintain records to support all allowable expenses appearing on the monthly operating statement in an orderly fashion according to expense categories.
- I. The FSMC shall provide the School with a year-end statement.
- J. The FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the School will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the School no later than the twenty-fifth (25) calendar day succeeding the month in which services were rendered; participation records shall be submitted no later than the tenth (10) working day succeeding the month in which services were rendered.
- K. The School shall designate the employee by name and title whose responsibility it shall be to supervise and audit all financially related operations of the FSMC.
- L. The School shall review the FSMC's operation as part of its year-end audit.
- M. Books and records of the FSMC pertaining to the school food operations shall be available to the School for a period of three (3) years from the end of the fiscal year to which they pertain, for inspection and audit by either State or Federal representatives and auditors to include, without limitation, the Comptroller General, and USDA. If audit findings have not been resolved, the records shall be retained beyond the 3 year period
- N. Cost Reimbursable
  - (1.) Allowable costs will be paid from the School's food service account to the contractor net of all discounts, rebates, and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority.
  - (2.) The FSMC must separately identify for each cost submitted for payment to the School the amount of that cost that is allowable and the amount that is unallowable, or the contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable

costs, including directly associated costs in a manner suitable for contract cost determination and verification.

- (3.) The FSMC must identify the amount of each discount, rebate, and other applicable credit on bills and invoices presented to the School for payment and identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. The FSMC must report this information no less frequently than annually.
- (4.) The FSMC must identify the method by which it will report discounts, rebates, and other applicable credits allocable to the contract that are not reported prior to the conclusion of the contract.
- (5.) The FSMC determination of its allowable costs must be made in compliance with the applicable USDA regulations and Office of Management and Budget cost circulars.
- (6.) The FSMC must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the SA, or the Department.
- (7.) No expenditure may be made from the School's food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

O. Responsibilities of the School

- (1.) The contract shall indicate that the School will perform periodic on-site visits.
- (2.) The School shall retain control of the quality, extent, and general nature of its food service.
- (3.) The School shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning.

P. Responsibilities of the FSMC

- (1.) The FSMC shall purchase to the maximum extent practicable, domestic commodities or products.
- (2.) The FSMC shall receive no payment for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component, or do not otherwise meet the requirements of the contract

Q. Terms and Termination

- (1.) In the event of the FSMC nonperformance under this contract and/or the violation or breach of the contract terms,

the School shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.

R. General

(1.)The FSMC and School will comply with the Energy Policy and Conservation Act.

13. Communications and Meetings

- A. The FSMC shall provide time for meetings between the Food Service Manager, Food Service Director, students, and staff to determine ways to improve the program.
- B. The FSMC will be available for Board meetings upon request.

14. Nutrition Education

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

15. Licenses, Fees, and Taxes

- A. Fountain Square Academy shall obtain all federal, state, and local licenses and permits required for the School's food service program and shall be responsible for fully utilizing the School's non-exempt tax status.
- B. The cost of all licenses, permits and taxes, including an estimated amount for state income taxes based on the operating unit's income, shall be charged as Direct Costs.
- C. The FSMC shall comply with all health and safety regulations required by Federal, State or local law.
- D. The FSMC shall comply with all building rules and regulations.
- E. The FSMC shall have State or local health certification for any facility outside the School, which it proposes to prepare meals and the FSMC, shall maintain this health certification for the duration of the contract.

16. Income

The School shall receive all income from the program.

17. 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 Indiana. A certificate of insurance indicating these amounts must be submitted at the time of award.

- 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 - \$2,000,000. Combined Single Limit.
- C. Workers' Compensation and Employer's Liability
  - (1) Worker's Compensation - Statutory
  - (2) Employer's Liability - \$1,000,000
- D. The School shall be named as additional insured on all required insurance policies.
- E. The contract of insurance shall provide for written notice to the School 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 School at the time of award.

18. Term, Termination

- A. The contract shall become effective on January 1, 2012, and terminate on June 30, 2012, with the option for four (4) additional one-year renewals.
- B. The parties upon mutually acceptable terms and conditions subject to all State and Federal rules and regulations may extend the contract.
- C. The School or the FSMC may terminate the contract without cause, by giving sixty days (60) written notice.
- D. Neither the FSMC nor the School 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, act of God, or any acts not within the control of either the FSMC nor the School, and which by the exercise of due diligence it is unable to prevent.
- E. The contract shall contain a provision that provides for termination upon default of the obligation by either party, jurisdiction or venue in Indiana State Court in Marion County, and shall provide for reasonable attorney fees for the prevailing party.

19. Transition

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

20. 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 the 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 Indiana, the local Department of Health, and the FSMC will comply with the rules and regulations set up by the School and with State and/or County laws, etc., covering and controlling food services at the facilities.
- C. The FSMC shall provide catering service for School functions when requested.
- D. No alterations, changes or improvement shall be made to the food service areas at any site by the FSMC without obtaining prior written permission of the School with the final decision as to alterations, changes or improvements reserved solely for the School.
- E. The FSMC shall indemnify and hold harmless the School for any over claims due to FSMC negligence or noncompliance with regulations, including over claims based on a review and audit finding. The obligation shall be for a period of three years from the termination of the contract entered into between FSMC and the School.
- F. The FSMC shall execute certain certificates of compliance, to include without limitation, Independent Price Determining Statement, Debarment and Lobbying, as required by Federal regulation.
- G. Required Acts and Documentations - (Contracts must contain a statement that FSMC will comply with the following, as applicable)
  - (1.)SFA-FSMC Contracts in Excess of \$2,500 Involving Food Service Workers Whose Duties are Manual or Physical in Nature
    - a. Contract Work Hours and Safety Standards Act, 7 CFR Part 3016.36(i). (Example: The SFA and FSMC must comply with all contract work hours and safety standards)
  - (2.)SFA-FSMC Contracts in Excess of \$10,000
    - a. Equal Employment Opportunity, 7 CFR Part 3016.36(i).
  - (3.)SFA-FSMC Contracts in Excess of \$100,000
    - a. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulations, 7 CFR Part 3016.36(i).

H. Required Documents – (Contracts must contain a statement that FSMC will submit the following with the signing of the contract, as applicable)

(1.)SFA-FSMC Contracts -- \$25,000 or More

- a. Debarment, Suspension, Ineligibility and Voluntary Exclusion, 7 CFR 3017.300. The SFA must check the Excluded Parties List System (EPLS), collect a certification, or include a clause in the contract

(2.)SFA-FSMC Contracts in Excess of \$100,000

- a. Certification Regarding Lobbying, 7 CFR Part 3018. A new certification is also required for each renewal period.
- b. Disclosure of Lobbying Activities, 7 CFR Part 3018. 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. (Only required if money is spent on lobbying activities)

21. Legal Requirements

Any proposal submitted shall be in accordance with the laws, regulations and standards of the State of Indiana and shall conform to the standards of the United States Department of Agriculture.

22. Acceptance of Proposals and Awards

The proposal shall outline the following:

- A. Any service programs offered by the FSMC that will complement and enhance the school food service program
- B. Proof of limited criminal history checks, qualifications and experience of the FSMC management personnel that are to be assigned to the school.
- C. Evidence of training programs for both management and hourly food service employees.
- D. Evidence of a Nutrition Education Awareness Program.
- E. Evidence of a comprehensive food handling, housekeeping, and sanitation program.
- F. Proposed management staffing.

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

### 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 address the following:

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
- (3) Along with others who are authorized to represent the company in dealing with the RFP
- (4) Any other information not applicable 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:

D. Experience, References and Service Capability

- (1.) Describe the FSMC's experience as managers and consultants of food service operations in general and public schools in particular.
- (2.) Include a list of similar operations and locations where you are operating school corporation food service programs. List name and phone number of

- the Corporation/District administrator capable of commenting on your firm's performance.
- (3.) Include resume and background of person who will supervise the work of the Cafeteria Manager and how your company will ensure the best performance.
  - (4.) Include a table of company organization and a plan for the management and supervision proposed under this contract.
  - (5.) Describe complete accounting procedures you would use:
    - a. Inventory Control
    - b. Method of recording, checking and reporting sales
    - c. Internal control of cash handling
    - d. Internal audit systems
    - e. All regular accounting forms used with detailed explanations
    - f. All regular reports used with detailed explanation
  - (6.) Provide examples of the reports you will provide the School and the frequency of each. List other assistance you will provide the School (and costs, if extra).
  - (7.) Identify any changes you would propose to the School's current school lunch and breakfast programs.
  - (8.) Provide examples of service and merchandising programs.
  - (9.) Provide information regarding:
    - a. Menu selection (include menus you will implement
    - b. Use of commodity food
    - c. Food Quality
    - d. Portion Quantities
  - (10.) Sample menus to be implemented, including 21-day menu.
  - (11.) Sample listing of ala Carte items and recommended price.
  - (12.) Identify cost of management fees to be charged. Preferably on a per meal basis, for profit, overhead and other off-site costs not otherwise paid by the School.

- (13.) Identify any consulting services not covered in management fees; list those services along with the extra charges.
- (14.) Payment terms and arrangements.

#### **SECTION IV: EVALUATION OF PROPOSALS**

1. Oral Presentation

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

2. Proprietary Information

FSMCs are requested to mark any specific information contained in their proposal, which 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.

3. Rejection of Bids

The School retains the right to reject any and all bids, either in part or in their entirety, and to waive any technicalities if in its sole judgment it will be in the best interest of the School to do so.

**SCHEDULE A  
MINIMUM REQUIREMENTS**

Dairy Products	Grade A
Meat	USDA Inspected
Fish	U.S. Government Inspected
Poultry	USDA Inspected
Canned Fruit & Vegetables	U.S. Grade A Choice
Fresh Fruits & Vegetables	U.S. No. 1 Grade
Frozen Fruits & Vegetables	Highest Quality
Bread	Packaged bread and buns to be manufacturer's dated for freshness

## **SCHEDULE B SITE INFORMATION**

Lunch, milk, and snack food will be provided in accordance with the terms and conditions of the food service specifications at the following locations:

<b><u>School Location</u></b>	<b><u>Enrollment</u></b>	<b><u>Eligible Reduced</u></b>	<b><u>Eligible Free</u></b>
<b>Site #1</b> Fountain Square Academy 1615 S. Barth Ave. Indianapolis, IN 46203	<b>270</b>	<b>14</b>	<b>213</b>

**SCHEDULE C  
PRICE LIST 2011-2012**

**Junior High School (Grades 5-8)**

Breakfast price	\$1.75
Lunch Price	2.70
Reduced Lunch	.40
Reduced Breakfast	.30
Milk	.45

**High School (Grades 9-12)**

Breakfast Price	\$1.75
Lunch Price	2.70
Reduced Lunch	.40
Reduced Breakfast	.30
Milk	.45

**Adults**

Lunch Price	\$3.00
Breakfast Price	\$1.95
Milk	.45

**Fountain Square Academy**  
**1615 S. Barth Ave. Indianapolis, IN 46203**

Telephone: (317) 713-4205 Fax: (317) 624-0900 E-Mail: [kyle.rouse@geofoundation.org](mailto:kyle.rouse@geofoundation.org)

TO: Eligible Vendors  
FROM: Kyle Rouse, Director of Operations  
RE: Request for Proposal: Food Service Management  
DATE: December 2, 2011

Attached please find a Request for Proposal for a Food Service Management Company. The proposal is for a successfully functioning Food Service Management Company to provide food service management for the School's school breakfast and lunch programs at five sites. The program will include the utilization of federally donated commodities.

**The schedule is as follows:**

- |   |   |
|---|---|
| <b>1. Advertisement:</b>                      | <b>December 2, 2011 -<br/>December 14, 2011</b>           |
| <b>2. Accept Proposals:</b>                   | <b>December 2, 2011 -<br/>December 16, 2011 3:00 p.m.</b> |
| <b>3. Pre-Proposal Conference</b>             | <b>December 9, 2011 3:00 p.m.</b>                         |
| <b>4. Bid Committee -<br/>Open Proposals:</b> | <b>December 16, 2011 3:00 p.m.</b>                        |
| <b>5. Selection By:</b>                       | <b>December 20, 2011</b>                                  |

