

## Notice of Request for Proposals

### Food Service Management Company RFP Canton2019 #2

Notice is hereby given that the Governing Board of Canton School Dist. 41-1 (hereinafter referred to as **SFA**) is requesting proposals for a food service management company (hereinafter referred to as **Respondent(s)**) to assist with the SFA's food service program. The SFA and any Respondent should use the format of this prototype RFP provided on the following pages.

Respondents should not construe from this legal notice that the SFA intends to enter into a Fixed-Price Contract with any Respondent unless, in the opinion of the SFA, it is in the best interest of the SFA to do so. The SFA reserves the right to negotiate final contractual terms with the successful Respondent.

The Request for Proposal (RFP) documents are available on  
The Canton School District Web site at [www.Canton.k12.sd.us](http://www.Canton.k12.sd.us)

To request the RFP documents by e-mail, postal mail, or fax, please contact  
Nancy Thompson, Business Manager  
[Nancy.Thompson@k12.sd.us](mailto:Nancy.Thompson@k12.sd.us)  
800 N. Main St., Canton, SD 57013  
fax 605-764-2700

The SFA will record and provide answers to any questions or requests for clarifying information about the RFP during the question and answer period.

The SFA will hold a **Voluntary Tour** of the SFA facilities on Thursday, March 14, 2019 at 10:00 am, at the High School kitchen, located at 800 N. Main St. in Canton, SD

All potential Respondents should attend in order to submit a proposal.

Respondents must submit written proposals in a sealed package labeled  
"Proposal - Food Service Management Company Canton2019 #2  
Addressed to the SFA at Canton School Dist. 41-1, 800 N. Main St., Canton, SD 57013  
Attn: Nancy Thompson, Business Manager

The SFA will accept all proposals received on or before Thursday, April 4, 2019 at 3:00 pm. The SFA will not accept proposals that are received after the deadline. The SFA will open proposals at 10:00 am on Friday, April 5, 2019.

The SFA reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The SFA will award the contract based on a review and analysis of the proposals that determines which proposal best meets the needs of the SFA. Following the review and analysis of all responsive proposals, the SFA will make a recommendation to its governing board at its regularly scheduled meeting pursuant to SDCL § 5-18C-2.

# South Dakota Department of Education

Request for Proposal  
and  
Fixed-Price Contract

for

School Food Authorities  
Procuring the Services of a  
Food Service Management Company



**Child and Adult Nutrition Services**

March 4, 2019

**SCHOOL FOOD AUTHORITIES AND FOOD SERVICE MANAGEMENT COMPANIES  
MUST READ THIS PAGE**

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## **How to Use SDDOE's Prototype Request for Proposal and Fixed-Price Contract**

The South Dakota Department of Education (SDDOE) is providing this prototype Request for Proposal (RFP) and Fixed-Price Contract to guide school food authorities (SFA) in the development of an RFP and contract to obtain food service management company (FSMC) assistance for its school food service operation. The SFA may not revise any optional terms of the RFP and contract without SDDOE prior approval. The RFP, contract, and all attachments and exhibits are considered a complete solicitation packet when properly submitted to the SDDOE.

### **Required Pre-Approval**

The SDDOE intends that this RFP and Fixed-Price Contract serve as a "prototype," inclusive of all terms, provisions, and program requirements applicable to FSMC procurements and contracts. However, the SFA remains responsible for ensuring that its procurement documents and processes comply with all applicable laws, regulations, program instructions, and guidance materials. SFAs are not relieved from the federal requirement to obtain approval from the SDDOE prior to the release of an RFP and Fixed-Price Contract to potential Respondents when using *this* prototype. The SFA must make any required changes before the SDDOE will approve its RFP and Fixed-Price Contract. Additionally, SFAs must submit the results of their proposal process to the SDDOE before executing its contract. More information is available on this requirement as well as the SDDOE Web page at <http://www.doe.sd.gov/cans/nslp.aspx> under the School Meal Programs Requirements.

### **RFP and Fixed-Price Contract Approval Disclaimer**

The SFA should consult with its own legal counsel during this procurement process through contract execution regarding any proposed procurement method and/or contract language.

## Definitions

The following definitions shall apply within this entire document and its attachments and exhibits.

1. "Accounting Periods" means the first day of the month thru the last day of the month.
2. "Allowable Cost" means costs that are allowable under 2 CFR 200 Subpart E, as applicable.
3. "Applicable Credit" " refers to the meaning established in 2 CFR 200.406.
4. "Buy American"—The term 'domestic commodity or product' means an agricultural commodity that is produced in the United States; and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.
5. "CANS" means Child & Adult Nutrition Services; the State agency responsible for administration of USDA child nutrition and food distribution programs.
6. "Charge" means any charge for an Allowable Cost that is:
  - i. Incurred by FSMC in providing the goods and services that are identified in SFA' s Food Service Budget; and
  - ii. Not provided for in the General and Administrative Expense Fee.
7. "Child Nutrition Program (CNP) " means the USDA Child Nutrition Programs in which SFA participates
8. "Contract" means this RFP and Contract, the attachments and exhibits attached to this RFP and Contract and FSMC's Proposal.
9. "Direct Cost" means any Allowable Cost that is:
  - i. Incurred by FSMC in providing the goods and services that are identified in SFA's Food Service Budget; and
  - ii. Reasonably necessary in order for FSMC to perform the Services hereunder. The term "Direct Cost" does not include any cost allocated to SFA as Charges, the General and Administrative Expense Fee, or any Management Fees.
10. "Effective Date" generally means July1 through June 30. However, in the first year of a contract, an SFA might require an earlier start date to accommodate a program, such as a Summer Food Service Program.
11. "Fixed-Price" Contracts that provide for fixed fees such as those that provide for management fees established on a per meal basis. The offer amount should be based on assumption that no donated USDA Foods will be available for use and includes all expected rebates, discounts and other applicable credits that are retained by the SFA.
12. "FSMC's Proposal" means Food Service Management Company's response to the RFP and Contract.
13. "General and Administrative Expense Fee" means FSMC's fee for those services provided at SFA's Food Service Locations, listed in this contract, and included in the per meal charge.
14. "Meal Equivalent" in a fixed-price per meal contract, the FSMC is paid on the basis of the number of meals served. In order for the FSMC to be paid for non-meal food service, non-program meal sales activity and revenues are converted into a specific number of reimbursable lunches. The conversion of non-meal activity into an equitable number of meals is completed by dividing the total of cash receipts, other than from sales of NSLP (including SSO and ACS) and SBP meals, CACFP, FFVP, and SFSP meals (as defined in No. 25 below), by the current equivalency factor. The equivalency formula for the Meal Equivalent shall remain fixed for the term of the Contract and all renewals. The meal equivalency factor (MEF) is the sum of the Federal and State free reimbursement plus the value of USDA entitlement and bonus USDA Foods
15. "Non-profit School Food Service Account" means the restricted account in which all of the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.
16. Procurement standards. SFA may use its own procurement procedures which reflect applicable State and local laws and regulations, provided that procurements made with non-profit school

food service account funds adhere to the standards set forth in 2 CFR 200 Part D and 7 CFR 210.21. SFA procedures must include a written code of standards of conduct meeting the minimum standards of 2 CFR 200.318, as applicable. No employee, officer or agent of the SFA shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards.

17. "Program(s)" or "Child Nutrition Program (CNP) (s)" means the USDA Child Nutrition Programs in which SFA participates.
18. "Program Funds" means all funds that are required to be deposited into the Non-profit School Food Service Account.
19. "Proposal" means Food Service Management Company's response to the RFP and Contract.
20. "RFP" means SFA's Request for Proposal and Contract, and all of its attachments and exhibits.
21. "SDDOE" means the South Dakota Department of Education.
22. "Services" means the services and responsibilities of FSMC as described in this Contract, including any additional services described in this Contract.
23. "SFA" or "School Food Authority" as defined in 7 CFR § 210.2.
24. "SFA's Food Service Facilities" means areas, improvements, personal property, and facilities made available by SFA to FSMC for the provision of the food services as described herein.
25. "SFA's Food Service Program" means the preparation and service of food to SFA's students, children in child care programs, staff, employees and authorized visitors, including the following programs: *National School Lunch Program (NSLP)*, including afterschool -care snacks and *Seamless Summer Option*; *School Breakfast Program (SBP)*; *Summer Food Service Program (SFSP)*; *Fresh Fruit and Vegetable Program (FFVP)*; *Child & Adult Care Food Program (CACFP)*, including afterschool suppers; and *a la carte* food service.
26. "SFA's Food Service Location(s)" means the schools or other locations where Program meals are served to SFA's schoolchildren.
27. "Summer Food Service Program (SFSP)" means either the Summer Food Service Program or the Seamless Summer Option identified herein, and in which SFA participates.
28. "USDA" means United States Department of Agriculture, Food and Nutrition Service.

## Resources

- This prototype RFP and Fixed-Price Contract includes state and federal regulations, guidance, instructions, and policies that are relevant to this type of contract. These laws, regulations, etc., are available and should be reviewed at the SDDOE Child and Adult Nutrition Services and USDA Web pages at <http://www.doe.sd.gov/cans/nslp.aspx> under School Meal Program Requirements – Food Service Management Contracts  
<https://www.fns.usda.gov/updated-guidance-contracting-food-service-management>  
<https://www.fns.usda.gov/school-meals/child-nutrition-programs>
- *Contracting with FSMCs: Guidance for SFAs*, published by the USDA (May 2016), provides information about this prototype sample RFP and Fixed-Price Contract, which is available at the Child and Adult Nutrition Services Web page at <http://www.doe.sd.gov/cans/nslp.aspx> under School Meal Program Requirements – Food Service Management Contracts  
<https://www.fns.usda.gov/updated-guidance-contracting-food-service-management>