



**MOUNTAIN HOME SCHOOL DISTRICT 193**

470 North 3<sup>rd</sup> East Street Mountain Home, Idaho 83647-1390

James G. Gilbert, Superintendent  
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**SCHOOL DISTRICT NUTRITION PROGRAM: FIXED PRICE FOOD SERVICE  
VENDOR  
REQUEST FOR PROPOSALS  
For the  
Mountain Home School District**

RFP Issued February 7, 2024

Proposals will be received up until 2:00 p.m. on March 14, 2024

Proposals and supporting documentation as described herein this Request for Proposal

(RFP) are to be delivered to:

Mountain Home School District

Attn: Levi Vick

Food Service Proposal

470 North 3rd East Street

Mountain Home, Idaho 83647

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## Introduction

The Mountain Home School District (hereinafter referred to as **LEA**) is requesting proposals to enter into a fixed-price contract with a food service management company (hereinafter referred to as **Respondent[s]**) to assist with the LEA's food service program. The contract between a school food authority and food service management company shall be of a duration of no longer than one year; and options for the yearly renewal of a contract may not exceed four additional years.

The LEA's food service goals are to provide nutritious, high-quality meals to students and participants in the National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Snack Program, Summer Food Service Program (SFSP), Fresh Fruit and Vegetable Program (FFVP), and Child and Adult Care Food Program (CACFP) Supper Program to accommodate special diets where medically necessary, improve the nutritional quality of meals and maintain a financially viable food service program. We have ran all the programs in the past and have the option to operate them in the future, but currently don't have plans to do so. General food service goals are to:

- Provide an appealing and nutritionally sound program for students as economically as possible;
- Stimulate participation in the program through improved relations with students, staff, and the community by creating awareness of the direct correlation between adequate nutrition for students and their ability to learn;
- Increase participation at all levels of the food service program by improving meal quality, seeking student and parent input, offering menu variations, and improved planning;
- Maintain reasonable prices for students and adults participating in the food service program; and
- Maintain student and staff morale at a high level.

The LEA shall conduct all procurement transactions in a manner that provides maximum open and free competition consistent with Title 2, *Code of Federal Regulations (2 CFR)*, Part 200.319(a)(1 - 7). The LEA must share with every Respondent all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of Respondents, and award of a contract will use competitive bidding standards established in all applicable Idaho state, and federal statutes and regulations.

To respond to this RFP, interested Respondents must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this RFP. The LEA will measure this evidence by scoring the proposals, using a point system that will rank each proposal from highest to lowest, to determine which proposals they will consider for the award of a contract.

### **Timeline of RFP Process**

• Release of RFP	Wednesday	February 7, 2024
• First Public Notice	Wednesday	February 14, 2024
• Second Public Notice	Wednesday	February 21, 2024
• Mandatory Tour	Friday	February 23, 2024
• Respondent Question Submission Deadline	Tuesday	February 27, 2024
• LEA Provides Answers	Friday	March 1, 2024
• Deadline for Submission of Sealed Proposal	Thursday	2:00 on Mar 14, 2024
• Proposals Opened	Thursday	2:00 on Mar 14, 2024
• Proposals Evaluated	Friday	March 15, 2024
• Board Meeting – Proposal Approval	Tuesday	March 19, 2024
• Anticipated Contract Award Date	Friday	March 22, 2024

The LEA will make every effort to adhere to the schedule. However, the LEA reserves the right to amend the schedule, as necessary, and will post a notice of said amendment at [www.mtnhomesd.org](http://www.mtnhomesd.org).

Respondents are required to attend the Mandatory Tour. ([Appendix #1](#))

## Specifications & Scope of Service

Mountain Home School District is committed to providing healthy, high-quality meals through its breakfast and lunch program. Mountain Home School District is highly focused on meeting all federal and state regulations, including, but not limited to, the National School Lunch and Breakfast programs.

Mountain Home School District operates approximately 171-175 school days each year, depending on the approved school calendar. The specific need and size for each campus for FY2023 is listed below:

<b>School</b>	<b>2022-2023</b>	<b>Grades</b>	<b>Breakfast</b>	<b>Lunch</b>
Stephensen Elementary	303	K – 4	5 days per week	5 days per week
East Elementary	453	K – 4	5 days per week	5 days per week
North School	326	K – 4	5 days per week	5 days per week
West Elementary	520	Pre-K – 4	5 days per week	5 days per week
Hacker Middle School	556	5 – 6	5 days per week	5 days per week
Mountain Home Junior High	564	7 – 8	5 days per week	5 days per week
Mountain Home High School	983	9 – 12	5 days per week	5 days per week
Bennett Mountain High School	80	9 – 12	None	5 days per week

**School Breakfasts and Lunches in 2022-2023 School Year**

	<b>Stephensen Elementary</b>	<b>East Elementary</b>	<b>North Elementary</b>	<b>West Elementary</b>
Lunch	23,573	47,267	33,038	50,418
Breakfast	3,900	15,052	14,992	15,904
Total Meals	27,473	62,319	48,030	66,322

	<b>Hacker Middle School</b>	<b>Mountain Home Junior High</b>	<b>Mountain Home High School</b>	<b>Bennett Mountain High School</b>
Lunch	51,171	44,798	25,805	1,055
Breakfast	23,786	10,734	7,963	0
Total Meals	74,957	55,532	33,768	1,055

## **Proposal Requirements**

To be eligible for evaluation, a proposal must adhere strictly to the format set forth below; failure to do so may result in disqualification. Respondents must complete, label and separate each section, and number all pages. The content and sequence of the proposal will be as follows:

<b>Section</b>	<b>Title</b>
1	Cover Letter and Certification Page
2	Table of Contents
3	Attachments Checklist
4	Required Attachments
5	Minimum Qualifications
6	Proposal Questionnaire
7	Respondent References
8	Fee Proposal
9	Suspension or Disbarment Certification
10	Environmental and Sourcing Questions and Considerations

### **1. Cover Letter and Certification Page**

The Respondent must complete the Cover Letter and Certification page ([Attachment A](#)) and return them with the proposal package. All information must be provided or the Responder's proposal may be rejected.

### **2. Table of Contents**

Immediately following the cover letter, include a comprehensive Table of Contents that lists all submitted proposal sections, subsections, attachments, and materials.

### **3. Attachments Checklist**

The Respondent shall include all documents identified in the Attachments Checklist ([Attachment B](#)). The LEA may reject proposals that do not include the proper required attachments.

### **4. Required Attachments**

All required attachments A through J as listed in the Table of Contents.

### **5. Minimum Qualifications**

The LEA will only consider Respondents that **meet all minimum qualifications** (as listed on [Attachment C](#)).

## **6. Proposal Questionnaire**

The Proposal Questionnaire ([Attachment D](#)) is intended to provide the LEA with specific information concerning the Respondent's capability to provide services as described in this RFP. Respondents should limit their responses to the number of pages noted in the questionnaire and answer each question in the same order.

## **7. Respondent References**

Respondents must provide three references on the Respondent References form ([Attachment E](#)). The LEA reserves the right to contact any of the references listed and retains the right to conduct reference checks with individuals and entities beyond those listed.

## **8. Fee Proposal**

The Respondent must complete the Fee Proposal ([Attachment F](#)) and return it with the proposal package.

## **9. Suspension and Disbarment Certification**

The Respondent must complete the Suspension and Disbarment Certification page ([Attachment H](#)) and return with the proposal package.

## **10. Environmental and Sourcing Questions and Considerations**

[Attachment 6](#) provides a set of questions intended to provide the LEA with insight as to how the Respondent will operate with consideration to environmental, sourcing, and locational parameters. Respondents are not limited to a specific number of pages with the questions individually or in totality. Respondents are free to try to express their strengths in each of these areas. Please answer the questions in the order provided within the attachment.

## **11. Bid Security and Performance Bond**

- A. Respondent must include with the proposal a bid bond in the amount of five percent (5%) of the total contract value. The bid bond must be executed by a qualified surety company listed in the current Department of Treasury Circular 570, made payable to the LEA. Responses will not be considered unless the acceptable form of bid security is enclosed with the response and unless the bid is submitted in a form that substantially complies with the form as set forth herein. A copy of the bid security shall accompany the bid. If the successful Respondent fails to execute a contract, the Respondent's bid security may be forfeited to the LEA in its sole discretion.
- B. Respondent must provide a surety letter of intent or its equivalent from a surety company listed on the current Department of Treasury Circular 570 that demonstrates Respondent's ability to acquire a performance bond in the amount of ten percent (10%) of the total contract value, should it be awarded. A copy of the performance bond must be submitted to the LEA within ten (10) days of the awarding of the contract.



- C. Bid and performance bonds must be submitted only from surety companies as specified herein. No alternative forms of bid or performance bonds will be accepted, including but not limited to cash, certified checks, letters of credit, or escrow accounts.
- D. Proposal guarantees other than bid bonds will be returned to unsuccessful bidders as soon as practicable after the bid opening or a proposal is withdrawn. Performance bonds for the successful Respondent shall be held for the duration of the awarded contract.

## Evaluation of Proposals

Proposals will be opened on the date and time specified in the Schedule of Events. During the evaluation process, the LEA may ask Respondents to clarify information in the proposals, but Respondents may not change their proposals.

An error in the proposal may cause the LEA to reject that proposal; however, the LEA may, at its sole discretion, retain the proposal and make certain corrections. When determining if a correction will be made, the LEA will consider the conformance of the proposal to the format and content required by the RFP and that the Respondent's intent is clearly established based on review of the whole proposal. Based on that established intent, the LEA may choose to correct errors such as obvious grammatical or punctuation errors and arithmetic errors. The Master Copy of the proposal shall have priority over additional proposal copies.

The LEA will open proposals to determine if they contain all the required information in accordance with this RFP. The LEA will evaluate qualifying proposals using the following criteria:

<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>
Administrative Requirements: did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	10
Experience with School Breakfast and National School Lunch Programs.	25
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the LEA's food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the LEA's satisfaction.	20
The financial stability of the Respondent.	20
Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of LEAs served, client retention and satisfaction, and references.	15
Cost, Price, and Value	40
FSMC on-site Food Service Director	30
Small, Minority, and Woman owned business	5
<b>TOTAL POINTS</b>	<b>165</b>

The LEA will score and rank selected proposals by assigning a score between zero and the maximum score to each proposal criterion.

Following the review and analysis of all responsive proposals, the LEA will make a recommendation to their Board of Trustees at its regularly scheduled meeting.

**Attachment A: Cover Letter and Certification**

I, the official named below, certify that I am duly authorized to legally bind the Respondent to the clause(s) listed below.

*Respondent Name (Printed)* \_\_\_\_\_

*Corporate Address of Record* \_\_\_\_\_

*Federal Tax Identification Number* \_\_\_\_\_

*Dun and Bradstreet Number (DUNS)* \_\_\_\_\_

*By (Authorized Signature of Person with Authority to Obligate the Respondent Contractually)*

\_\_\_\_\_  
*Printed Name* \_\_\_\_\_

*Title of Person Signing* \_\_\_\_\_

*Date Signed* \_\_\_\_\_

*Telephone Number* \_\_\_\_\_

*Identify Name of Person Authorized to Negotiate the Contract on Behalf of Respondent*

\_\_\_\_\_  
*Identify Title of Person Authorized to Negotiate the Contract on Behalf of Respondent*

*Telephone Number* \_\_\_\_\_

*Email Address* \_\_\_\_\_

Respondent understands and accepts the requirements of this RFP.

Respondent acknowledges receipt of any and all Addenda to this RFP. All Addenda's will be posted on the Mountain Home School Districts webpage at: [www.mtnhomesd.org](http://www.mtnhomesd.org).

**Attachment B: Attachments Checklist**

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**Respondent Company Name**

Please complete this checklist to confirm that the items listed below have been included in your proposal. Place a checkmark or “x” next to each item submitted to the LEA. For your proposal to be considered all required attachments must be returned, including this checklist. Submit one copy of your proposal in a sealed package marked clearly with the note: “RFP--School Food Service” with the date and time for opening.

<u>Attachment</u>	<u>Attachment Name</u>
_____1	Cover Letter
_____2	Table of Contents
_____3	Attachments Checklist
_____4	Required Attachments
_____5	Minimum Qualifications
_____6	Proposal Questionnaire
_____7	Respondent References
_____8	Fee Proposal
_____9	Suspension or Disbarment Certification
_____10	Certification Page
_____11	Environmental and Sourcing Questions and Considerations
_____12	Food Service Director

### **Attachment C: Minimum Qualifications**

A Respondent must meet all of the following minimum qualifications to the LEA's satisfaction to be given further consideration. Failure to satisfy any of the minimum qualifications may result in the immediate rejection of the proposal.

As of March 14, 2024 both the Respondent's company and its key personnel must meet all of the following minimum qualifications:

1. The Respondent has at least five years of experience with food service programs.

Yes \_\_\_\_\_ No \_\_\_\_\_

2. The Respondent has the resources and ability to provide 400,000 meals per fiscal year.

Yes \_\_\_\_\_ No \_\_\_\_\_

3. The Respondent has knowledge and experience with the School Breakfast Program, National School Lunch Program, After School Program, SSFP, FFVP, and the CACFP - Supper Program.

Yes \_\_\_\_\_ No \_\_\_\_\_

4. The Respondent has professional references that demonstrate and evidence the ability to perform the required services.

Yes \_\_\_\_\_ No \_\_\_\_\_

5. The Respondent meets all criteria required to do business in the State of Idaho.

Yes \_\_\_\_\_ No \_\_\_\_\_

6. The respondent must ensure that the FMC director has the knowledge and skills to supply safe and nutritious meals that meet the meal requirements and adhere to Professional Standards regulations. The respondent's director must ensure that the FMC employees providing services for the school meal programs have the required annual training.

Yes \_\_\_\_\_ No \_\_\_\_\_

## **Attachment D: Proposal Questionnaire**

This proposal questionnaire is intended to provide the LEA with specific information concerning the Respondent's capability to provide services as described in the RFP. Please be as concise as possible and limit your responses **to no more than two pages per question, unless instructed otherwise. Type each question in the same order as listed in the questionnaire.** The LEA is not interested in receiving marketing material, unrelated reports, or other extraneous information.

1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in [Attachment C](#), along with any necessary substantiating information. Limit your responses to information about your company's capabilities.
2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing food service management services (consulting, food purchase, etc.), and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar LEA food management services.
3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.
4. Provide a complete list of LEAs that have discontinued or terminated your company's services in Idaho and neighboring states in the last five years and the reason(s) why.
5. Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation.
6. Provide a description of promotional and marketing materials you will use to attract students to the program.
7. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.
8. Provide a descriptive narrative of the services provided in each of the following areas.
  - a) Resume of proposed On-Site Director – limited to 2 pages
  - b) Community involvement and communications plan – limited to 2 pages
  - c) Depth of management and support resources – limited to 2 pages
  - d) Nutritional and Wellness awareness programs – limited to 2 pages
9. Define if any cooking or warming of the food is required by the School, what equipment is necessary, and how the vendor will assist each campus in procuring and accommodating equipment, given existing space constraints at each campus.

### **Attachment E: Respondent References**

List three references to which the Respondent has provided food service management services within the past two year(s).

Failure to complete and return this Attachment will cause your proposal to be rejected.

<b>REFERENCE 1</b>		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Contact Email		
Brief Description of Services Provided		
Dates of Service		
<b>REFERENCE 2</b>		
Name of Reference		
Street Address		
City	City	City
Contact Person	Contact Person	Contact Person
Contact Email		
Brief Description of Services Provided		
Dates of Service		
<b>REFERENCE 3</b>		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Contact Email		
Brief Description of Services Provided		
Dates of Service		

**Attachment F: Fee Proposal**

**Fixed Price Per Meal Proposal**

**SBP**

Breakfast Fixed price per Breakfast \$ \_\_\_\_\_

**NSLP**

Lunch Fixed price per Lunch \$ \_\_\_\_\_

Meal Equivalents (Ala Carte) Fixed price on \* rate \$ \_\_\_\_\_  
\*current NSLP rate for year + value of USDA Foods

**SFSP**

Breakfast Fixed price per Breakfast \$ \_\_\_\_\_

Lunch Fixed price per Lunch \$ \_\_\_\_\_

**CACFP**

Supper Fixed price per Supper \$ \_\_\_\_\_

\*Equivalency factor will adjust annually and will be based on the current year's federal free lunch reimbursement plus commodity entitlement.



**Attachment G: Sample “21-Day Cycle Menu Template” Lunch & Breakfast**

All Respondents are to use the following 21-Day Cycle Menu Template for Elementary and Secondary High School Lunch and Breakfast in their response to this RFP. Menus must include a minimum of two (2) options at the Elementary level and three (3) options at the Secondary level with a salad bar at all locations. Vendor shall adhere to their proposed menu for the first 21 days of service during the 2024-2025 school year, and subsequent menus and meals should be similar in type, and number of offerings for the remainder of the of the school year.

<b>Day 1</b>	<b>Day 2</b>	<b>Day 3</b>	<b>Day 4</b>	<b>Day 5</b>
<b>BREAKFAST:</b>	<b>BREAKFAST:</b>	<b>BREAKFAST:</b>	<b>BREAKFAST:</b>	<b>BREAKFAST:</b>
<b>LUNCH:</b>	<b>LUNCH:</b>	<b>LUNCH:</b>	<b>LUNCH:</b>	<b>LUNCH:</b>
<b>Day 6</b>	<b>Day 7</b>	<b>Day 8</b>	<b>Day 9</b>	<b>Day 10</b>
<b>BREAKFAST:</b>	<b>BREAKFAST:</b>	<b>BREAKFAST:</b>	<b>BREAKFAST:</b>	<b>BREAKFAST:</b>
<b>LUNCH:</b>	<b>LUNCH:</b>	<b>LUNCH:</b>	<b>LUNCH:</b>	<b>LUNCH:</b>
<b>Day 11</b>	<b>Day 12</b>	<b>Day 13</b>	<b>Day 14</b>	<b>Day 15</b>
<b>BREAKFAST:</b>	<b>BREAKFAST:</b>	<b>BREAKFAST:</b>	<b>BREAKFAST:</b>	<b>BREAKFAST:</b>
<b>LUNCH:</b>	<b>LUNCH:</b>	<b>LUNCH:</b>	<b>LUNCH:</b>	<b>LUNCH:</b>
<b>Day 11</b>	<b>Day 12</b>	<b>Day 13</b>	<b>Day 14</b>	<b>Day 15</b>
<b>BREAKFAST:</b>	<b>BREAKFAST:</b>	<b>BREAKFAST:</b>	<b>BREAKFAST:</b>	<b>BREAKFAST:</b>
<b>LUNCH:</b>	<b>LUNCH:</b>	<b>LUNCH:</b>	<b>LUNCH:</b>	<b>LUNCH:</b>
<b>Day 16</b>	<b>Day 17</b>	<b>Day 18</b>	<b>Day 19</b>	<b>Day 20</b>
<b>BREAKFAST:</b>	<b>BREAKFAST:</b>	<b>BREAKFAST:</b>	<b>BREAKFAST:</b>	<b>BREAKFAST:</b>
<b>LUNCH:</b>	<b>LUNCH:</b>	<b>LUNCH:</b>	<b>LUNCH:</b>	<b>LUNCH:</b>
<b>Day 21</b>				
<b>BREAKFAST:</b>				
<b>LUNCH:</b>				

**Attachment H: Suspension and Debarment Certification**

NOTE: This certificate must be completed for all new and renewal contract years when the contract equals or exceeds \$25,000.

**Certification Regarding Debarment and Suspension and Other Responsibility Matters - Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

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Business Name

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Names(s) and Title(s) of Authorized Representative(s)

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Signature(s) Date



**Attachment J: Certification Regarding Lobbying Disclosure of Lobbying Activities**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

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**Name/Address of Organization**

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**Name/Title of Submitting Official**

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**Signature Date**

**Attachment K: On-site Food Service Director Standards**

The Respondent shall employ a qualified food service director to administer the food service operations and supervise all employees employed therein. The District and the Respondent shall each be solely responsible for employees on their respective payrolls, including responsibility for recruitment, employment, promotion, transfer, layoff, and termination. Each party shall indemnify, defend and hold the other harmless from and against any claims, liabilities, and expenses related to or arising out of the indemnifying party's failure to fulfill its responsibilities under this section. Managers, Cooks, and Cook Assistants will remain the employees of the District.

Respondent shall employ a resident food service director to operate the school food service program and work in close liaison with the District. The Respondent's proposed director must be experienced in educational food service operations and qualified under the Professional standards requirements of USDA. Any assistants to the Food Service Director will be at the Respondents expense.

The District reserves the right to accept or reject the Respondents selection of said director.

The director's responsibilities will include, but shall not be limited to, providing the following:

- Normal operating responsibilities.
- Short-range budget and financial planning.
- Long-range budget and financial planning.
- Weekly and/or monthly reports and financial data.
- Collaborating routinely with Administration on food service operations.

It shall be the Respondents policy to maintain the highest ethical relationships with its customers, employees, suppliers, and competitors.

Respondents shall work with the District to utilize students or volunteers identified by the District to work in the food service program. Food services should not distract student workers from the educational process.

List the potential on-site food service director's qualifications:

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List the potential on-site food service director's education:

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Business Name

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Names(s) and Title(s) of Authorized Representative(s)

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Signature(s)

Date

## General Information

The LEA reserves the right, in its sole discretion:

- To amend the RFP;
- To extend the deadline for submitting proposals;
- To decide whether a proposal does or does not substantially comply with the requirements of this RFP;
- To waive any minor irregularity, informality, or nonconformance with this RFP;
- To obtain or provide references to other public agencies, upon request, regarding the Respondent's contract performance; and
- At any time prior to the contract execution (including after announcement of the apparent awardee):
  - a) To reject any proposal that fails to substantially comply with all prescribed RFP requirements and procedures, and
  - b) To reject all proposals received and cancel this RFP upon finding that there is good cause to do so and that such cancellation would be in the LEA's best interests.

All Respondents who submit a response to this RFP understands and agree that the LEA is not obligated to award a contract to any Respondent, nor is the LEA responsible for any expenses incurred by the Respondents in submitting a response to this RFP. Each Respondent who provides a response to this RFP does so solely at their own expense.

Questions regarding the information contained in this Request for Proposal must be submitted to the Director of Finance, Levi Vick, not later than 2:00 p.m. MST, March 14, 2024. All questions must be submitted in writing or sent to (vick\_lj@mtnhomesd.org) and be received by the specified date and time. No oral questions or postmarks will be accepted. The LEA reserves the right to contact Respondents by phone to seek clarification on any question(s) submitted.

If any part of this RFP is amended, addenda will be posted on the District's website at [www.mtnhomesd.org](http://www.mtnhomesd.org).

Copies of the Respondent's proposal must be submitted in sealed packages or envelopes and must be marked clearly with the note: "RFP--School Food Service" with the date and time for opening. No oral, telephonic, or facsimile proposals will be accepted.

Once an award is provided to a Respondent, and a contract is executed, an addendum, approved by both parties, may be used to make minor modifications (anything below the simplified acquisition threshold) to the contract. Minor modifications do not substantially change the scope of the contract.

The LEA must determine and receive the full value of USDA Foods, i.e., credits or reductions. The winning Respondent is responsible for reporting this monthly to the LEA. Adjustments may be accomplished on the monthly invoice from the winning Respondent, or by an annual adjustment as determined by the LEA. USDA Foods values are posted per district in WBSCM and shall include the basic USDA Foods allocation.

Contract will include a Buy American Provision - The Respondent shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. (7 CFR Part 210.21(d)).

1. As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request prior to purchase.

Mountain Home School District owns commercial refrigerators and food warmers. Any additional equipment required within the RFP submission must fit within the confines of the designated food area in each school.

The awarded Respondent shall:

1. Be responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of USDA regarding each of the CN Programs covered by this contract.
2. Provide nutritious, high-quality meals and snacks to students and participants in National School Lunch Program, School Breakfast Program, After School Snack Program, and Supper Program; accommodate special diets where medically necessary, provide occasional catered food services, and improve nutrition awareness.
3. Guarantee all fruits and vegetables meet Grade A quality standards.
4. Guarantee that in accordance with 7 CFR 250, FSMC must use all donated ground beef, ground pork, and processed end products in SFA food service.
5. Conduct monthly inventories and an annual inventory with a District representative. The FSMC shall be responsible for reimbursing the LEA for all shortages noted at the year-end inventory.
6. Purchase food inventory as of July 1, 2024, at a rate defined by the USDA value plus cost.
7. Adhere to applicable state, federal regulations and LEA policy in screening prospective employees and shall comply with criminal background check and fingerprint regulations required by law for all new hires.
8. Instruct its employees to abide by the policies, rules, and regulations with respect to its use of LEA premises.
9. Provide for the daily removal of waste and garbage into District provided dumpsters.

The LEA shall:

1. Conduct activities associated with Free and Reduced applications and verifications.
2. Conduct cash pick up activities from school sites and process deposits.
3. Will reimburse the FSMC the FFVP cost plus labor (contingent upon the District being awarded grant(s), and capped at award amount on an annual basis).
4. Conduct maintenance on District owned equipment.



5. Make available without any cost or charge to FSMC the facilities and equipment, including but not limited to, kitchen equipment, small wares, and facilities for an office space. Should the FSMC need additional equipment, all requests must be made to the District.
6. Furnish, at its expense, light, power, hot and cold water, wired telephone service, and wireless service.
7. Furnish all building maintenance and repairs to the food service area without cost to the FSMC and shall replace, repair, and maintain its equipment, except when damage results from the negligence from the FSMC's employees.
8. Provide an inventory of equipment and commodities owned by the LEA at the beginning of the agreement year.

FSMC may opt to utilize District delivery services based on District's annualized defined expense.

## Terms and Conditions

- 1.1 Compliance With Law. The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies, purchasing, sanitation, health, and safety of the food service operations. The FSMC will comply with all requirements of the National School Lunch Program, the School Breakfast Program, the Special Milk Program, the Fresh Fruit and Vegetable Program, the Summer Food Service Program, and the Child and Adult Care Food Program [as applicable] and shall procure and maintain all necessary licenses and permits. The SFA or Institution shall cooperate, as necessary, for the FSMC's compliance and procurement efforts.
- 1.2 USDA Child Nutrition Program. In order to assist the SFA's or Institution's participation in the following Child Nutrition Programs Program:
- ◆ National School Lunch Program (NSLP)
  - ◆ School Breakfast Program (SBP)
  - ◆ Special Milk Program (SMP)
  - ◆ Fresh Fruit and Vegetable Program (FFVP)
  - ◆ Afterschool Snack Program (ASSP)
  - ◆ Summer Food Service Program (SFSP)
  - ◆ Child and Adult Care Food Program (CACFP)
- A. No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the SFA or Institution, or do not otherwise meet the requirements of this agreement. No deduction in payment shall be made by the SFA or Institution unless the SFA notifies the FSMC in writing within 48 hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction.
- B. The FSMC shall maintain such records, for a period of not less than five (5) years, as are needed by the SFA or Institution to support its claims for federal and state reimbursements. The FSMC shall submit to the SFA or Institution a monthly meal reimbursement claim report including all meals served under all programs operated by the SFA or Institution for the SFA or Institution to submit to the Idaho State Department of Education.
- C. The FSMC shall make available, as required by state and federal regulations, all books and records pertaining to food service operations. These records are subject to inspection or audit by representatives of the SFA or Institution, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place.
- 1.3 Comprehensive Insurance. The FSMC shall obtain and keep in force during this agreement, for the protection of the SFA or Institution and the FSMC, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of no less than one million dollars (\$1,000,000). That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, covering only the operations of the FSMC under this agreement, and shall deliver to the SFA or Institution a certificate evidencing such policies and coverage within thirty (30) days after the execution of this agreement by the parties. The insurance policies shall contain a covenant by the issuing company that the policies will not be canceled unless a thirty (30) day prior written notice of cancellation is given to the SFA or Institution. The policies for \$1,000,000 coverage shall also name the SFA or Institution as an Additional Insured, but only with respect to operations of the FSMC under this agreement.
- 1.4 Waiver of Insurance Subrogation. Neither party has any obligation or responsibility for loss or damage to the other's real or personal property that is caused by fire, extended coverage perils,



strikes, vandalism, war, riot, sabotage, weather and energy related closings, or other like causes beyond the reasonable control of the party, nor for any real or personal property destroyed or damaged due to such causes. The FSMC shall resume food service operations as soon as possible.

- 1.11 Cure Period. If either party, SFA or Institution and FSMC, commits any material breach or default of any covenant, warranty, obligation, or agreement under this contract, or fails to perform the Work under this Contract in accordance with its terms, such breach, default or failure shall be cured within ten (10) business days of written notice of failure by the injured party.
- 1.12 Remedy. Failure to cure shall be grounds for Termination for Cause.
- 1.13 Termination.
  - A. Termination for Convenience: This contract may be terminated at any time by the mutual written consent of the parties. The SFA or Institution and the FSMC shall give not less than sixty (60) days written notice of the intention to terminate for convenience.
  - B. Termination for Cause: If either party fails to comply with any of the obligations required of it in this agreement the injured party may give a written notice of Termination. Following receipt of written notice the contract will be terminated in sixty (60) days.
- 1.14 Rights Beyond Termination. The right of termination referred to in this agreement is not intended to be exclusive, and is in addition to any other rights available to either party at law or in equity.
- 1.15 Construction and Effect. A waiver of any failure under this agreement shall neither be construed as, nor constitute a waiver of, any subsequent failure. This agreement supersedes all prior negotiations, representations, or agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendixes referred to herein are made part of this agreement by the respective references to them. This agreement may be executed in several counterparts, each of which shall be deemed an original.
- 1.16 Amendments to the Agreement. Each of the Articles and Appendixes shall remain in effect throughout the term of this agreement unless the parties mutually agree, in a written document signed by both parties and attached to this agreement, to amend, add, or delete an Article or Appendix. Any amendment to this agreement shall become effective at the time specified in the amendment.
- 1.17 Sanctions. For breach of the agreement and associated benefits:
  - A. The Idaho Department of Education shall be notified immediately of termination action and reason for termination.
  - B. The name of either party who has caused the breach shall be kept on record by the Idaho Department of Education for information and action if necessary when co-signing future agreements.
  - C. If the FSMC causes the breach, the FSMC assumes liability for any and all damages, including excess cost to the SFA or Institution in procuring similar services, and is liable for administrative, contractual, and legal remedies as applicable.

### **Civil Rights Nondiscrimination Statement**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:  
U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or
2. fax:  
(833) 256-1665 or (202) 690-7442; or
3. email:  
Program.Intake@usda.gov

This institution is an equal opportunity provider.

## **Appendix #1: Site Tour**

**Respondents** are required to attend the scheduled site tour as it is their only opportunity to visit the sites. Information provided as a result of questions at the meeting will be distributed as addenda. Attendance at proposal meeting and site tours shall be limited to two (2) outside representatives from each **Respondent**.

**Respondents** may ask questions during the tour, but must also submit questions in writing after the tour.

- Prospective Respondents may not contact any community groups or individuals, sites, or employees outside of the scheduled visit.
- The LEA requests that Respondents do not take pictures during the tour, as the LEA has not obtained releases from parents, students, and employees.

### **TOUR SCHEDULE**

Friday February 23, 2024  
Tour begins at 3:00 p.m.  
Starting at: Mountain Home School District - District Office  
470 N 3<sup>rd</sup> East Street  
Mountain Home, ID 83647

**Appendix #2: Enrollment as of October 17, 2023**

School Name	Grade	October 17, 2023
Stephensen Elementary	K	73
	1	74
	2	64
	3	53
	4	41
<b>Building Total</b>		<b>305</b>

East Elementary	K	67
	1	95
	2	82
	3	90
	4	88
<b>Building Total</b>		<b>422</b>

North Elementary	K	63
	1	76
	2	80
	3	80
	4	62
<b>Building Total</b>		<b>361</b>

West Elementary	Pre K	25
	K	102
	1	116
	2	101
	3	99
	4	105
<b>Building Total</b>		<b>548</b>

School Name	Grade	October 17, 2023
<b>Hacker Middle School</b>	5	259
	6	279
<b>Building Total</b>		<b>538</b>
<b>Mountain Home Junior High School</b>	7	246
	8	275
<b>Building Total</b>		<b>521</b>
<b>Mountain Home High School</b>	9	268
	10	253
	11	200
	12	183
<b>Building Total</b>		<b>904</b>
<b>Bennett Mountain High School</b>	9	0
	10	21
	11	36
	12	46
<b>Building Total</b>		<b>103</b>
<b>TOTAL ENROLLMENT</b>		<b>3,702</b>



### Appendix #3: NSLP Reimbursement Rates

**Rate Year: July 1, 2023 to June 30, 2024**

#### **Federal Reimbursement Rates**

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<b>National School Lunch Program</b>		
	60% or More	Less Than 60%
Free	4.2700	4.2500
Reduced	3.8700	3.8500
Paid	0.4200	0.4000

<b>School Breakfast Program</b>		
	Severe Need	Non-Severe Need
Free	2.7300	2.2800
Reduced	2.4300	1.9800
Paid	0.3800	0.3800

<b>After School Snack Program</b>		
	Area Eligible	Regular
Free	1.1700	1.1700
Reduced	N/A	0.5800
Paid	N/A	0.1000

<b>Special Milk Program</b>	
Paid	0.2625

#### **Federal Performance-Based Reimbursement Rates**

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<b>July</b>	0.0800	<b>November</b>	0.0800	<b>March</b>	0.0800
<b>August</b>	0.0800	<b>December</b>	0.0800	<b>April</b>	0.0800
<b>September</b>	0.0800	<b>January</b>	0.0800	<b>May</b>	0.0800
<b>October</b>	0.0800	<b>February</b>	0.0800	<b>June</b>	0.0800

**Appendix #4: 2023-24 School Year Meal Prices**

<b><u>District Wide</u></b>	<b><u>2022-23</u></b>	<b><u>2023-24</u></b>
	<b><u>Year</u></b>	<b><u>Year</u></b>
Elementary Breakfast	\$ 1.35	\$ 1.50
Secondary Breakfast	\$ 1.60	\$ 1.75
Elementary Lunch	\$ 2.90	\$ 3.20
Secondary Lunch	\$ 3.10	\$ 3.40
Adult Breakfast	\$ 2.45	\$ 2.65
Adult Lunch	\$ 4.40	\$ 4.70

**Appendix #5: Serving Times**

**2023-2024**

<b>School</b>	<b>Breakfast</b>		<b>Lunch</b>	<b>Lunch</b>	<b>Lunch</b>
Stephensen Elementary	8:00-8:30		11:00-12:00		
East Elementary	8:00-8:30		11:10-12:20		
North Elementary	7:50-8:20		11:00-12:20		
West Elementary	7:55-8:20		11:10-12:35		
Hacker Middle School	7:45-8:10		11:15-11:55	12:15-12:55	
Mountain Home Junior High School	7:20-7:50		Mon, Tues, Thurs, Fri	11:34-12:04	12:30-1:00
			Wed	11:37-12:07	12:29-12:59
Mountain Home High School	7:00-7:45		Mon, Thurs, Fri	11:25-12:05	
			Tues	10:55-11:35	
			Wed	10:50-11:30	
Bennett Mountain High School *	7:45-8:10		11:35-12:10		

\*Bennett Mountain High School is severed at Hacker Middle School

\*\*Serving times subject to change