

**MOUNT VERNON CITY SCHOOL DISTRICT
165 NORTH COLUMBUS AVENUE
MOUNT VERNON, NEW YORK 10553**

**REQUEST FOR PROPOSALS
RFP# 24/25-03 FOOD SERVICE CONSULTANT**

PROPOSAL DUE DATE: February 3, 2025, 10:30 AM.

The Mount Vernon City School District (“District”) is requesting sealed proposals in response to this Request for Proposals (RFP) for the selection of a qualified, experienced individual, agency or firm to provide food management consultant services to the District for the remainder of the **2024-2025** school year with possible extensions beyond that.

Proposals for the food service consultant contract will be received by 10:30 a.m. on **February 3, 2025**, at the Business Office, Mount Vernon City School District, 165 North Columbus Avenue, Mount Vernon, New York. The Request for Proposals document may be obtained in the Purchasing Office located at 165 North Columbus Avenue, Mount Vernon, New York 10553 beginning on **January 23, 2025** Monday through Friday, excluding holidays from 10:00 a.m. to 3:00 p.m. and at www.empireestatebidsystem.com or www.mtvernoncsd.org/bids.

All proposals must be enclosed in sealed envelopes, which are clearly marked on the outside: **RFP # 24/25-03 For: “Mount Vernon City School District – Food Service Consultant Services”**. Proposals shall remain firm for a period of forty-five (45) days following the date of the RFP opening. No phone, fax or email proposal will be accepted.

The Board of Education reserves the right to waive any informalities in or to reject any proposal or to accept that proposal which, the Board of Education’s judgement, is in the best interest of the district.

**MOUNT VERNON CITY SCHOOL DISTRICT
Business Office
165 North Columbus Avenue
Mount Vernon, New York 10553**

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**REQUEST FOR PROPOSALS
RFP# 24/25-03 FOOD SERVICE CONSULTANT**

PROPOSAL INSTRUCTIONS AND CONDITIONS OF THE CONTRACT

The Mount Vernon City School District invites proposals from qualified and experienced individuals, agencies or firms for the provision of food services management consultant to the District. Proposers must possess experience as consultants in the area of school food service management and demonstrate expertise in the development and operation of meal and snack programs in New York State public schools.

Introduction

The Mount Vernon City School District is located in the City of Mount Vernon in Southern Westchester and occupies approximately four square miles. The City has a population of approximately 67,900.

The District has approximately 6,900 students enrolled in District schools, including three (3) high schools, and thirteen (13) elementary schools with grades Prek-8. The District has athletic fields adjacent to several of its buildings which are used for instructional, interscholastic and community recreation purposes. The District's administrative functions operate from a separate building. There are approximately 1,600 employees. The newly proposal re-organization in July 1, 2025 will include three (3) grades 7-12, six (6) grades (K-6), and four (4) grades (K-8).

The District employs school food service monitors. The Food Service Department Unit reports to the Associate Superintendent for Operations & Accountability.

Term of Agreement

All contracts will be effective from the date of award through **June 30, 2025**. The Board of Education reserves the right to renew this agreement for additional one-year terms to two additional years with a renewal term commencing on **July 1, 2025**.

Scope of Services

The Mount Vernon City School District seeks a Food Service Management Consultant to provide consultation services in connection with the oversight and administration of the District's food service management program. The successful proposer shall, assist in the day-to-day administration of food service program including its health and safety operations. The successful proposer will be charged with assisting the District with implementation and enforcement of all established food safety and policies and procedures at the schools. The successful proposer will assist the Associate Superintendent of Operations & Accountability in directing and overseeing assigned staff.

The Food Service Management Consultant shall:

The successful proposer will be responsible to provide continual oversight of the food service program as implemented by the Food Service Management Company ("FSMC") in accordance with the USDA regulations, Federal and State Law governing child nutrition in schools including proper food handling and storage, and the contract documents. The successful proposer's services will include but not be limited to:

- a. Attend and participate in meetings with the Board of Education, Administration and/or FSMC representatives as requested or as needed. Meetings may include but not be limited to: menu development and promotions designed to increase participation and service throughout the District; identification of the training programs to be offered to food service employees; and discussions relative to equipment replacement, upgrade and/or new purchases;
- b. Assist the Associate Superintendent of Operations and Accountability to establish clear lines of accountability and command within the district's food service department.
- c. Assist the Associate Superintendent of Operations and Accountability to oversee the placement, use and maintenance of school equipment.
- d. Assist the Associate Superintendent of Operation and Accountability to recruit, employ and train personnel as required.
- e. Perform a monthly review of FSMC Operating Statements with supporting documentation and invoices for meal counts, cash and vending reporting, compliance with New York State and National School Lunch Program guidelines and the contract documents. Review FSMC and District financial reports to ensure that all financial terms of the food service contract are met;
- f. Review documents provided by the District and FSMC including but not limited to: breakfast & lunch reimbursement claims; breakfast and lunch menus; price lists and portion sizes for meals and a la carte offerings; times of meal service; current labor staffing and salary schedule for food service program workers; government commodity deliveries; and any other data required to ensure proper operation of the food service program or as otherwise requested by the District;
- g. Evaluate the USDA commodity foods and how they are incorporated into the District's menu for reduction in costs and student acceptability;
- h. Evaluate current sanitation procedures as they relate to food safety, HACCP and the N.Y.S Health Department;
- i. Track metrics for participation in breakfast and lunch programs as well as percentage of eligible free and reduced participants;
- j. Visit all sites twice per month to observe food service operations and service in a sampling of schools which shall include a visit to each school at least once during a two month period;
- k. Visit all sites in the Fall and Spring to observe and report on the following:

- a) Kitchen equipment and overall food service facilities
 - b) Methods of meal preparation, service and related health and safety issues
 - c) Adherence to menus and portion sizes
 - d) Quality of food preparation and presentation
 - e) Variety of menu
 - f) Methods and speed of service
 - g) Mealtime traffic patterns
 - h) Meal counting and cash handling procedures
 - i) Prepare and submit written reports to the District on observations, findings and recommendations within one week of each set of visitations.
- l. Meet with administrators, principals, Wellness/Food committee representatives as is necessary to monitor levels of customer satisfaction with food and service;
 - m. Meet with the District's Wellness Committee at least three (3) times during the year or as may otherwise be required by New York State Education Child Nutrition Department;
 - n. Communicate and keep District Administration and the Board of Education abreast of successes, challenges, and areas of improvement of each of the meal programs in the District;
 - o. Assist with any contract extension or competitive bidding process as determined by the District;
 - p. Act as a liaison between the District and the FSMC;
 - q. Communicate with the FSMC's on-site and regional management staff to ensure that all aspects of the food service program are being appropriately managed and operated in accordance with the contract documents;
 - r. Recommend improvements to the food service program;
 - s. Review findings and recommendations with the Associate Superintendent of for Operations and Accountability on a monthly basis;

The School District anticipates that services will be rendered during routine business hours of 8:00 AM to 4:00 PM, Monday through Friday during the regular school year (approximately 215 days from July 1 to June 30).

Proposer Qualifications

Proposers are required to be licensed and qualified to perform the services set forth herein. All individuals performing services for the School District shall be licensed under the laws of the State of New York, inclusive of the State Education Department licensing requirements. Proposers shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders.

Proposers must have the training, skills, experience, knowledge and competency to perform consulting services related to the school lunch program at the School District.

Experience in the areas of food service management in a public school setting, knowledge of food preparation techniques; principles, practices, and techniques employed in establishing and maintaining safety in preparation and storage for food; ability to establish and maintain effective working relationships with students, parents, school personnel, subordinates and the general public; ability to maintain records and prepare written reports; good verbal communication skills; ability to make clear public presentations; initiative; sound judgment;

Proposers shall certify that and provide documentation evidencing such license qualifications as required by federal, state or local statutes, rules regulations and ordinances. In accordance with the Safe Schools against Violence in Education (SAVE) legislation, Chapter 180 of the Laws of 2000, and by Regulation of the Commissioner of Education, candidates for appointment in school districts must obtain clearance for employment from the State Education Department based upon a fingerprint and criminal history background check.

The successful proposer shall comply with all applicable Federal, State and Local laws, rules and regulations.

Proposal Evaluation Criteria

Consideration will be given to proposers demonstrating strong capabilities, experience and reputation in undertakings similar to those described in the RFP, and providing authoritative documentation of their financial soundness and stability. Similar undertakings will be understood to include, but not limited to:

At least five years of experience in the provision of food services management consultation involving public school districts in New York State.

At least five years of experience in the provision of food services management consultation involving a public school district that is defined by the New York State Education department as urban, high need/resource capacity urban or suburban school district.

At least five years of experience in the provision of food services management consultation to a public school district which involves a large work force, diverse population and multiple sites (i.e. more than 5000 students, and more than five separate school building sites)

Preference will be given to proposers demonstrating an ability to carry out the tasks and responsibilities outlined in the proposal in a prompt and efficient manner

Proposal Submission, Format & Contents

Proposers should submit an original and one (1) copy of their proposal. Proposals must be received no later than **10:30 a.m. on February 3, 2025**, in the Business Office. To prevent opening by unauthorized individuals, your proposal should be clearly identified on the envelope wrapper as follows: **"REQUEST FOR PROPOSALS- RFP# 24/25-03 FOOD SERVICE CONSULTANT."**

Proposals must be submitted in the format outlined in this section. Each of the described parts and sections must be completed in full (except those sections described as optional). Each proposal will be reviewed to determine if it is complete prior to actual evaluation. The District reserves the right to

eliminate from further consideration any proposal deemed to be non-responsive to the requests for information contained herein. Each of the parts and sections described below should begin on a separate page, and each page should state the name of the proposer in the upper right hand corner.

Any proposal may be withdrawn or modified by written request of the proposer, provided that such request is received by the Assistant Superintendent for Business at the above address prior to the date and time set for receipt of proposals.

All proposals must be submitted in two parts:

Part I must consist of responses to the management and qualification items.

Part II must consist of proposed costs to provide the Food Services Management Consultant. Costs must be detailed and itemized. Proposals should not be excessively long. All materials submitted in response to this request for quotation shall become the property of the District.

PART I - Management and Qualifications

In setting forth its qualifications, each individual, agency or firm submitting a proposal shall provide the following information:

- A. Name and Title of individual submitting RFP.
- B. Name of agency, business address, telephone number, federal identification number, fax number and email address.
- C. Evidence of individual's, agency's or firm's credentials and qualifications in the area of food service management consultation to be provided and length of its experience in providing such services in public school districts.
- D. Describe the individual's, agency's, or firm's experience and expertise in performing the food service management consultant services to be provided.
- E. State the name(s) of the officer(s) of the firm.
- F. Identify the nature of any potential conflict of interest the individual or agency might have in providing these consultation services to the District.
- G. Provide a listing and description of similar contracts awarded with other school districts or organizations giving dates of service.
- H. Provide a list of all staff members and their CVs including those to be specifically assigned to the District.
- I. Provide any other information that might be beneficial to the District.
- J. Provide evidence of insurance as per attached Appendix A "Service Provider Insurance Coverage Requirements."

K. Address the following: Certify and provide proof of licensure to do business in the State of New York as a food service management consultation.

L. Attach a reference list from school districts and/or governmental entities containing the client name and address, services provided, and telephone numbers. Please be advised that the District may contact any reference listed.

PART II – Cost

Cost: This section shall include the proposed cost/rate and unit of payment to provide the food consultant service(s) offered by proposer. The District is seeking an hourly rate, a daily rate based on an eight (8) hour day and the total cost for 215 days as needed. A rate sheet may be attached. Include any other cost and price information that would be contained in a potential agreement with the District.

The District reserves the right to retain any of the services described herein, or any portion thereof in the best interest of the District as determined by the Board of Education.

The District intends to select individuals, agencies or firms that, in its opinion, best meet the District's needs. Therefore, the professional services described herein may be awarded, at the Board of Education's discretion, on the basis of factors other than cost, including, but not limited to, qualifications, recommendations, merit, continuity of services and experience.

Right to Reject Proposals: This RFP does not commit the District to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The District intends to award a contract on the basis of the best interest and advantage to the District, and reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified proposers, or to cancel this RFP in part or in its entirety, if it is in the best interest of the District to do so. The District may select as the successful proposer that proposal which, in the District's sole discretion and with whatever modifications the District and the Proposer may mutually agree upon, best meets the District's requirements whether or not that proposal is the lowest priced. No proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the District, in its sole discretion, shall enter into a contract with the proposer that it selects as the successful vendor.

Term of Agreement: All contracts will be effective from the date of award through **June 30, 2025**. The Board of Education reserves the right to renew this agreement additional one- year terms for up to two additional years with a renewal term commencing on July 1, 2025.

Termination of Contract: Any contract agreed to under this RFP is subject to termination by the District upon thirty (30) days written notice to the provider. In the event of termination of the contract, the District's responsibility shall be to pay for unpaid services performed and authorized by the District.

Legal Construction: In case any one or more of the provisions contained in this RFP shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained therein.

Form of Agreement: Upon award of the contract, the proposer agrees to enter into a formal written agreement with the District, which agreement shall outline in detail the duties and obligations of the proposer in connection with the performance of the services to be provided hereunder. Attached as Appendix A is the sample contract for food consultant services that the successful agency/firm shall be subject to.

The terms and conditions set forth in the within RFP shall be incorporated into the Form of Agreement and shall form a part of the Agreement executed by the Board of Education and the successful proposer

NO CONTRACT BECOMES BINDING UNTIL THE NECESSARY FUNDS HAVE BEEN APPROVED FOR THE FISCAL YEAR DURING WHICH THE CONTRACT IS IN EFFECT.

Insurance: the providers shall provide the required insurance as set forth in Appendix B.

Service Provider Insurance Coverage Requirements:

I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the service provider hereby agrees to effectuate the naming of the District as an additional insured on the service provider's commercial general liability, professional liability and excess/umbrella liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must commence on or prior to the date of the contract. The reporting date or extended reporting period of any claims-made coverage(s) must be maintained for a period of at least two years after the termination of the contract. Should the policy be cancelled, non-renewed or replaced at any point after the inception of the contract, contractor agrees to purchase the same or similar coverage with a retroactive date no later than the inception date of the original contract.

II. The policy naming the District as an additional insured shall:

- Be an insurance policy from an insurance carrier rated A-, VII or better by A.M. Best licensed in New York State.
- State that the service provider's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.

III. The District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with District. A completed copy of the endorsement must be attached to the certificate of insurance.

IV. The certificate of insurance must describe the specific services provided by the service provider that are covered by the liability policies.

V. At the District's request, the service provider shall provide a copy of the declaration page of all applicable insurance policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.

VI. Service provider agrees to indemnify the District for any applicable deductibles and self-insured retentions.

VII. Required Insurance:

- **Commercial General Liability Insurance:** \$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for sexual misconduct, harassment, and excessive use of force. These coverages may be provided under a different policy if necessary, as long as coverage limits are consistent with the requirements for the general liability coverage.
- **Workers' Compensation and N.Y.S. Disability:** Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. The workers' compensation policy must provide minimum EL limits of at least \$500k/\$500k/\$500k. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form may be completed and submitted directly online to the Workers Compensation Board:

http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

Professional Liability: \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the provider performed under the contract for the District. Policy must provide coverage for instances and allegations of false imprisonment, excessive use of force and civil rights violations. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work. The reporting date or extended reporting period of any claims-made coverage(s) must be maintained for a period of at least two years after the termination of the contract. Should the policy be cancelled, non-renewed or replaced at any point after the inception of the contract, contractor agrees to purchase the same or similar coverage with a retroactive date no later than the inception date of the original contract.

- **Excess Insurance:** \$3,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.
- The District reserves the right to waive or modify any of the above insurance requirements.

VIII. Service provider acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. Service provider is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the District.

IX. The District self-insures its property, liability and auto exposures and is a member of the NY State Public Schools Statewide Workers' Compensation Trust (PST). The service provider further acknowledges

that the procurement of such insurance as required herein is intended to benefit not only the District but also the PST, as the District's insurer.

PROPOSAL SHEET

Name of Proposer _____

Contact Name and Title _____

Address _____

Telephone # _____ Fax # _____

Website/E Mail _____

Attach Fee Proposal