



Lawrence Family Development Charter School

www.lfdcs.org

Strengthening families...building community

Academy for Early Academic Preparation
7 May Street (K-1/K-2)/10 Railroad Street (Grades 1-2)
Lawrence, MA 01841
Ph: 978.258.6210/978.237.062

Lower School (Grades 3-4)
34 West Street
Lawrence, MA 01840
Ph: 978.689.9863

Upper School (Grades 5-8)
400 Haverhill Street
Lawrence, MA 01841
Ph: 978.738.0609

Request for Proposal

General Information

A.1. Purpose of this request for proposal (RFP):

The organization or individual responding to this request will be referred to as the Food Service Management Company (FSMC) and the contract will be between the FSMC and Lawrence Family Dev. Charter hereafter referred to as the School Food Authority (SFA).

This solicitation is for the purpose of entering into a contract for the operation of a food service program for the SFA. Currently the SFA's food service program includes the following programs and options:

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)

Proposals must be inclusive of all of the SFA's current programs. However, the SFA reserves the right to add and/or expand the federal CN program to provide the availability of food resources to children and students that can be served through these programs. Prior approval must be obtained by the State Agency before adding a CN program. The SFA also reserves the right to remove CN programs.

The FSMC will assume responsibility for the efficient management and consulting service of the food program including, but not limited to: menus, purchasing, receiving, storing, setting up cafeteria lines, counter service, cleanup, sanitation, training, hiring and supervising personnel, and presenting food in a way to create optimum student participation at the schools; Early Academy 7 May Street/10 Railroad Street, Lawrence, MA 01841, Lower School, 34 West Street, Lawrence, MA 01841 and Upper School, 400 Haverhill Street, Lawrence, MA 01840

A.2. Issuing Office

Office of the Superintendent is the issuing office for this document and all subsequent addenda relating to it. The information provided herein is intended to assist the FSMC in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested FSMCs with sufficient 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. The FSMCs may expand upon the specification details to evidence service capability under any agreement within regulatory limits.

Questions related to any portion of this RFP must be directed in writing to the office noted above via mail, e-mail, or fax.

Responses will be provided only to written questions submitted if provided in accordance with the timeline in Section A4.

A.3. Procurement Method

Procurement Method will be the Competitive Sealed Proposal (commonly known as a Request for Proposals or RFP). A Chief Procurement Officer (CPO) or other local official(s) with delegated authority is responsible for conducting/overseeing the procurement.

The RFP method differs from the traditional Invitation for Bid (IFB) method in the following ways:

- RFP requires a separate price and non-price proposal
- All comparative criteria used to evaluate proposals are included in the RFP
- Proposers are informed that the contract will be awarded to the proposal that is most advantageous to the SFA, taking into consideration all evaluation criteria including price, with price as the primary factor.

The contract will be a Cost-Reimbursable contract where the FSMC will be paid on the basis of the direct costs (food, labor and supplies) incurred plus fixed fees (Administrative Fee – corporate overhead costs and Management Fee – negotiated profit). Administrative and Management Fees must be itemized to ensure there are no duplicate charges.

A.4. Timeline: Response Due Date and Pre-Bid Conference

Number of Copies: Three (3) (outlined in Section D1) of the proposal must be received, time and date stamped by the time clock at Location: 1st floor admin office by Due Date: July 12, 2024 at Time: 05:00 PM. Any proposals en route, either in the mail or other locations in the SFA's offices will be ineligible for consideration. Emailed or faxed proposals WILL NOT be accepted.

Proposals will be made available for inspection onsite for a reasonable period of time after all proposals are opened and a determination made on the awarded vendor. RFP's will be opened privately and evaluated. Price Proposals are opened privately after proposal evaluations.

Unforeseeable Circumstances – If, at the time of the scheduled proposal submission date, Lawrence Family Dev. Charter are closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the proposal due date will be postponed until 09:00 AM on the next normal business day.

The proposal must be received at the office of:

Name	Darshan Thakkar
Title	Interim Superintendent
Address (Street Name)	355 Haverhill St.
Address (City, State)	Lawrence, MA
Address (Zip Code)	01840
Email Address	dthakkar@lfdcs.org
Telephone	9786899863 x 133
Fax	N/A

Date	Description
Date: June 17, 2024	Request for Proposals (RFP) Issued (RFP to be approved by MA DESE prior to issuing)

Date: June 18, 2024	Pre-Proposal Conference Time: 10:00 AM Attendance Required: No Address: 355 Haverhill St. Floor/Room: Lawrence, MA 01840 City, State: Lawrence, MA Zip Code: 01840 Tour of SFA facilities immediately following the Pre-Proposal Conference
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Date: June 26, 2024	Questions from Bidders Due
Date: July 3, 2024	Responses from the SFA to the Bidders Questions Due (Written/Posted)
Date: July 12, 2024	Proposal Deadline Time: 05:00 PM
Date: July 17, 2024	Review and Evaluation of Proposals
Date: July 24, 2024	Award of Contract by School Committee
Date: July 25, 2024	Draft contract due to MA DESE
Date: July 31, 2024	Executed Contract due to MA DESE

A.5. Consideration and Rule for Award

1. The SFA may award a contract based upon the initial proposals received without discussion of such proposals with the proposer. Accordingly, each initial proposal should be submitted with the most favorable price (Guaranteed Return) and service standpoint.
2. In accordance with 2 CFR § 200.319 and MA 30B, this procurement transaction will be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective evaluation of contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or requests for proposals must be excluded from competing for this contract.
 - a. Prohibited restrictions to competition:
 - i. Placing unreasonable requirements on firms in order for them to qualify to do business;
 - ii. Requiring unnecessary experience and excessive bonding;
 - iii. Noncompetitive pricing practices between firms or between affiliated companies;
 - iv. Noncompetitive contracts to consultants that are on retainer contracts;
 - v. Organizational conflicts of interest;
 - vi. Specifying a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - vii. Any arbitrary action in the procurement process.
3. In accordance with 2 CFR § 200.319(c), the SFA will not conduct the procurement process in a manner that uses statutorily or administratively imposed state, local or tribal geographic preferences in the evaluation of proposals, except in those cases where applicable federal statutes expressly permit such preferences.

4. The SFA reserves the right to cancel the solicitation when deemed in the best interest of the SFA.
5. The SFA reserves the right to waive any informality in any proposal or in any provision in the RFP.
6. The SFA will award the contract, in writing, to the responsible FSMC whose proposal is most responsive and advantageous to the SFA taking into consideration all evaluation criteria, with price as the primary factor. A responsible FSMC is one in which contractor integrity, compliance with public policy, record of past performance, and financial, technical and other resources indicate an ability to perform successfully under the terms and conditions required by this solicitation. A responsive proposal is one that conforms to all the material terms and conditions of the solicitation. 2 CFR § 200.320(b)(2)(iii)
7. FSMCs or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals. Failure to do so will be at the FSMC's own risk and cannot secure relief on a plea of error. This must include the contract terms and conditions as noted in Section 1.
8. Under no circumstances will the SFA be responsible for the cost of preparing any proposal.
9. Payments from the non-profit school food service account are prohibited prior to approval by MA DESE **and** contract execution (signed by both the SFA and the FSMC).
10. Submitted proposals must not include overly responsive items including but not limited to: funding scholarship programs, purchasing or gifting tickets, providing monetary gifts for unsolicited equipment, etc. The practice of including a requirement in solicitation documents or including contract clauses for the delivery of unsolicited funds, services, or items for anything that does not directly benefit the non-profit school food service account is unallowable. 2 CFR § 225 Appendix A(C)(1)(b).
11. Contract Award Protest: The SFA shall act in accordance with 2 CFR § 200.318(k). Any action, which diminishes full and open competition, seriously undermines the integrity of the procurement process and may subject the SFA to contract award protests. SFAs are responsible for properly responding to protests and concerns raised by potential FSMCs. Pursuant to 2 CFR § 200.318(k), SFAs must in all instances disclose all information regarding a protest to the MA DESE. SFA's are highly encouraged to attach their contract award protest procedures to their RFP.
12. SFA will conduct this procurement in accordance with its Code of Conduct that prohibit a real or apparent conflict of interest and disciplinary action to be applied for violations of such standards. 2 CFR §200.318(c) and Chapter 268A Conflict of Interest Law.
13. SFA must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
14. A cost plus a percentage of cost and/or "cost-plus-a-percentage-of-income" provision will not be used in the award of this contract [2 CFR §200.324(d)] [7 CFR 210.16(c)].
15. The SFA must make available upon request, for the USDA or state agency, pre-procurement review, procurement documents, such as RFPs or independent cost estimates.

	MINIMUM EVALUATION CRITERIA	YES	NO	Proposal Page # (FSMC must enter)
1	Does the FSMC have a minimum of one(1) year(s) experience in managing K-12 school food service programs with at least two districts of comparable enrollment to the Lawrence Family Dev. Charter?			
2	Has the FSMC conditioned or qualified the proposal beyond prescribed limits or instructions?			
3	Has the FSMC confirmed an on-site Food Service Director with at least one(1) year(s) of experience in K-12 food service and meets USDA Professional Standards ?			
4	The FSMC shall not have defaulted on any school food service contract within five years prior to the proposal date.			
5	Is the average lunch participation rate at the proposer's comparable district sites for the SY2023-2024 at minimum thirty-five(35)%?			
6	Are the following materials/documents included with the proposal?			
	• Bid Bond			
	• Performance bond (if required) or Consent of Surety			
	• Non-Collusion Statement			
	• Tax-Compliance Certification			
	• Certificate of Insurance			
	• Recommended School Staffing Schedules			
	• Company Organization Chart			
	• Description of Marketing and Merchandising Programs			
	• Description of Food Handling/Sanitation Program			
	• Description of Nutrition Education/Awareness Program			
	• Description of Employee Training Programs			
	• Description of Accounting Program			
	• Resume for Food Service Director			
	• Client List of similar sized districts over past 3 years (including all districts from New England and New York)			
	• 21 Day Cycle Menus (H.S., Middle, Elementary)			

	<ul style="list-style-type: none"> • Daily Menu Pattern (H.S., Middle, Elementary) 			
	<ul style="list-style-type: none"> • Summary of Experience 			
	<ul style="list-style-type: none"> • Plan of Services 			
	<ul style="list-style-type: none"> • Proof of Visitation 			
	<ul style="list-style-type: none"> • Last Audited Financial Statement 			
	<ul style="list-style-type: none"> • Complete Description of Employee Benefits with related employee costs 			
	<ul style="list-style-type: none"> • Support Staff Visitation Schedule 			
	<ul style="list-style-type: none"> • Certificate of Independent Price Determination 			
	<ul style="list-style-type: none"> • Certification of Clean Air and Water 			
	<ul style="list-style-type: none"> • Energy Policy and Conservation Act 			
	<ul style="list-style-type: none"> • Certification Regarding Debarment / Foreign Corporation Certificate of Registration 			
7	Please list Additional LEA-Defined Minimum Criteria below			
	There are no additional minimum criteria.			

Schedule A – Division of Costs for the Food Service Program*Schedule A to be completed as part of the RFP by the SFA*

FOOD	FSMC	SFA
Food Purchasing	X	
Processing of Invoices	X	
Payment of Invoices	X	
USDA Administrative Charges		X
USDA Processing Charges		X
USDA Delivery Charges		X

LABOR	FSMC	SFA
Payment of Hourly Full-Time Wages	X	
Payroll Taxes of Hourly Employees	X	
Fringe Benefits and Insurance of Hourly Employees	X	
Preparation of Hourly Employees' Payroll	X	
Processing of Hourly Employees' Payroll	X	
Workers' Compensation for Hourly Employees	X	

ADDITIONAL ITEMS	FSMC	SFA
China/Silver/Glassware – Original Purchase to Inventory Level Required for Operation		X
China/Silver/Glassware – Replacement During Operation	X	
Telephone		X
Removal of Trash and Garbage from Kitchen		X
Removal of Trash and Garbage from Premises		X
Replacement of Expendable Equipment (Pots, Pans, etc.)		X
Replacement of Non-Expendable Equipment		X
Products and Public Liability Insurance		X
Cost of Repairing Equipment		X
Uniforms	X	
Local Travel (Intra-District and Banking Reimbursement)	X	
Vehicle	X	

Schedule A (continued)*Schedule A to be completed as part of the RFP by the SFA*

SUPPLIES	FSMC	SFA
Detergent and Cleaning Supplies	X	
Paper Supplies	X	
Menu Paper and Printing		X
Postage		X
Taxes/Licenses		X
Pest Control		X
Utilities		X

CLEANING	FSMC	SFA
Ceiling, Light Fixtures and Fans		X
Dishwashing	X	
Equipment	X	
Hoods	X	
Floors	X	
Rest Rooms		X
Vent from Hoods to Outside		X
Walls		X
Kitchen/Serving Area Equipment	X	
Cafeteria/Serving Area Equipment	X	
Dining Area/Tables and Chairs		X

Schedule B – Procurement Specifications

Schedule B to be completed as part of the RFP by the SFA

*The minimum requirement as specified below are USDA foods minimum specifications

PRODUCT	MINIMUM REQUIREMENTS
Dairy Products	Grade A
Meat	USDA Grade Choice
Fish	U.S. Government Inspected
Poultry	USDA Grade A
Canned Fruits & Vegetables	U.S. Grade A Choice
Fresh Fruits & Vegetables	U.S. No. 1 Grade
Frozen Fruit & Vegetables	USDA Grade A
Bread	Packaged bread and buns to be manufacturer dated for freshness
Milk	Grade A
Ice Cream	Grade A
SFA Defined Products:	SFA Defined Minimum Requirement:

Schedule C – Price List (2023– 2024)

Schedule C to be completed as part of the RFP by the SFA and must be used in conjunction with Schedule E.

SCHEDULE C - PRICE LIST				
SCHOOL	STUDENTS	ADULTS		
	MILK	BREAKFAST	LUNCH	MILK
ELEMENTARY SCHOOLS	Price: 0.00	Price: 2.75	Price: 5.50	Price: 0.00
MIDDLE SCHOOLS	Price: 0.00	Price: 2.75	Price: 5.50	Price: 0.00
HIGH SCHOOLS	Price: N/A	Price: N/A	Price: N/A	Price: N/A

Schedule D – Reimbursement Rates Rates as of 7/1/2023

The rates provided are inclusive of the additional state supplemental funding provided for all NSLP schools in Massachusetts as part of the legislative action requiring National School Lunch Program lunches and School Breakfast Program breakfasts be offered at no cost. Schedule D is included as part of the RFP and must be used in conjunction with Schedule E.

1. <u>National School Lunch Program</u>	<u>Regular Rates</u>	<u>Severe Need Rates*</u>
Free	4.30	4.32

*In districts participating in the National School Lunch Program with 60 percent or greater free and reduced participation during the second prior year.

2. <u>School Breakfast Program</u>	<u>Regular Rates</u>	<u>Severe Need Rates*</u>
Free	2.28	2.73

*Severe Need Rates are available to schools where, in the second prior year, 40 percent or more of the students received lunches free or at a reduced price.

3. <u>After-School Snack Program</u>
<u>Rates</u>
Paid .10
Reduced .58
Free 1.17

4. Eight Cents Certification: \$0.08

This district is eight-cent certified

5. Effective USDA Foods Rate: \$.3650

Schedule E – Financial Schedule

***Please note: This form must be completed by the FSMC and submitted separately in the sealed Price Proposal Envelope.**

Projected Revenue

Cafeteria Sales: (Lunch)

Student Paid Meals:				
	____ Elementary Schools	@\$ ____	=	\$ ____
	____ Middle Schools	@\$ ____	=	\$ ____
	____ High Schools	@\$ ____	=	\$ ____
Student Reduced Price:	____ District-wide	@\$ ____	=	\$ ____
Student a la Carte:		@\$ ____	=	\$ ____
Adult Lunches:		@\$ ____	=	\$ ____
Adult a la Carte:		@\$ ____	=	\$ ____

Cafeteria Sales: (Breakfast)

Student Paid Meals:				
	____ Elementary Schools	@\$ ____	=	\$ ____
	____ Middle Schools	@\$ ____	=	\$ ____
	____ High Schools	@\$ ____	=	\$ ____
Student Reduced Price:	____ District-wide	@\$ ____	=	\$ ____

Special Functions:		
Bank Interest		\$ ____
Other Income		\$ ____
Other Income		\$ ____
Subtotal Sales		\$ ____ (A)

Anticipated Reimbursement Federal & State (Lunch)				
	____ District-wide Paid Meals	@\$ ____	=	\$ ____
	____ Reduced Price	@\$ ____	=	\$ ____
	____ Free	@\$ ____	=	\$ ____
Subtotal Lunch Reimbursement				\$ ____ (B)

Anticipated Reimbursement Federal & State (Breakfast)				
	____ District-wide Paid Meals	@\$ ____	=	\$ ____
	____ Reduced Price	@\$ ____	=	\$ ____
	____ Free	@\$ ____	=	\$ ____
Subtotal Breakfast Reimbursement				\$ ____ (C)

Anticipated Reimbursement Federal (SFSP)				
	____ Breakfast	@\$ ____	=	\$ ____
	____ Lunch and Supper	@\$ ____	=	\$ ____
	____ Snack	@\$ ____	=	\$ ____
Subtotal SFSP				= \$ ____ (D)
Total Income (A+B+C+D)				\$ ____

Projected Expenses

Food				
Student Lunches	___ Meals	@\$___	=	\$___
Student Breakfasts	___ Meals	@\$___	=	\$___
Adult Lunches	___ Meals	@\$___	=	\$___
Employee Lunches	___ Meals	@\$___	=	\$___
Districtwide a la Carte				\$___
Special Functions				\$___
USDA Processing Charges				\$___
USDA Donated Foods Value				\$___
			Net Food Cost	\$___ (E)

Labor	
Hourly Wages: (Employee schedules, work hours and rates of pay must be attached)	
Administration/Clerical	\$___
Food Service Workers	\$___
Other: ___	\$___
Other: ___	\$___
Salaries: (Employee schedules, work hours and rates of pay must be attached)	
Management	\$___
Other: ___	\$___
Other Payroll Costs	
Employee Fringe Benefits	\$___
Other Expenditures	
Auto Allowance	\$___
Cafeteria Supplies (paper, cleaning, etc.)	\$___
Commodity Delivery	\$___
General Support and Administrative Expense	\$___
Depreciation	\$___
Equipment Rental	\$___
Insurance	\$___
Menu/Ticket Printing	\$___
Office Supplies	\$___
Performance Bond	\$___
Promotions	\$___
Replacements	\$___
Stationary/Postage	\$___
Telephone	\$___
Uniforms/Laundry	\$___
Manuals	\$___
Miscellaneous	\$___
Other	\$___
Total Labor and Other Expenses	\$___ (F)

*Management Fee				
Monthly Flat Rate				\$_____
OR				
Cents per Meal (Complete Calculation Below)				
*Student Annualized Meals		@\$_____	=	\$_____
Total Management Fee				\$_____(G)

Total Number of Reimbursable Meals	
Expense Total	\$_____ (E+F+G)
Profit/Loss (SUBSIDY)	\$_____
<p>*Student Annualized Meals = the number of reimbursable meals + (the \$ amount of adult and a la carte sales) divided by (the current free lunch reimbursement rate + the per meal commodity [USDA Foods] reimbursement).</p>	
<p>**In accordance with Section 12.10 E of this RFP the Meal Equivalency Rate used in the Contract shall be adjusted annually and must be set no lower than the current free lunch reimbursement rate plus the commodity (USDA Foods) reimbursement rate.</p>	
<p>**Annualized a la Carte</p>	
<p>Meal Equivalent = The total \$ value of a la carte and adult meals divided by the current free lunch reimbursement rate + per meal commodity foods reimbursement = \$_____</p>	

Schedule F – Food Service Management Company (FSMC) Fee

***Please note: This form must be completed by the FSMC and submitted separately in the sealed Price Proposal Envelope.**

Fee Components

The FSMC's fees must be inclusive of all general and administrative fees, as well as profit, and in compliance with USDA rules and regulations.

In addition to the above requirements and any other requirements included in the Agreement, the following costs MAY NOT be included in any other expense charged to the SFA other than as indicated in the chart under paragraph 2 herein.

1. Menu development specific to the operation
2. Management meetings, and/or management development program specific to the operation
3. Nutrition education materials and program expense
4. Facilities layout and design services specific to the operation
5. Cost of developing training or procedures manuals
6. Food service control forms and supplies
7. Materials for food service promotions
8. All purchasing services
9. Education provided through classroom programs, parent/teacher meetings and school food service advisory committee meetings
10. All accounting and bookkeeping
11. All payroll reporting, recording and documentation including the issuance of weekly payroll checks for food service management company employees
12. Supply of all administrative, dietetic, nutritional, sanitation and personnel advice
13. Visitation/coverage by corporate chef during school food service promotions
14. Visitation/coverage by a principal or other executive of the food service management company
15. Other Fees not outlined by this RFP that are included in the fee must be delineated and listed below:

Fee Structure: Please mark the table below with an X for the components that make up the Administrative Fee/Management Fee or are to be directly billed to the SFA from the items listed above. Labor and food production costs are covered later in this section.

Administrative Fee: The FSMC shall charge the SFA [CHECK ONE AND INSERT \$]

a fee of \$_____ per month for _____ months during each year of the contract. The fee represents the FSMC overhead expenses listed below

OR

a fee of \$_____ per meal/meal equivalent. Meal equivalents shall be determined by _____ . The fee represents the FSMC overhead expenses listed below

AND/OR

Management Fee: The FSMC shall charge the SFA [CHECK ONE AND INSERT \$]

a fee of \$_____ per month for _____ months during each year of the contract. The fee represents the FSMC Profit

OR

a fee of \$_____ per meal/meal equivalent. Meal equivalent's shall be determined by _____ . The fee represents the FSMC Profit.

Management and/or Administrative Fee Proposal: _____, food service management company (hereinafter referred to as the FSMC), agrees to operate the school food service program of the SFA Lawrence Family Dev. Charter, a federal Child Nutrition Program School Food Authority (hereinafter referred to as the SFA) as described in the SFA's Request for Proposal (RFP) specifications for the 2023 - 2024 school year and for renewal years.

Renewal Year 1: 07/01/2025 to 06/30/2026

Renewal Year 2: 07/01/2026 to 06/30/2027

Renewal Year 3: 07/01/2027 to 06/30/2028

Renewal Year 4: 07/01/2028 to 06/30/2029

This is subject to subsequent negotiated one-year extensions of the agreement. Notwithstanding any contrary understanding or interpretation, the term of this agreement shall be one year, as required by USDA. This agreement may be renewed for one-year terms for up to four(4) additional years.

Fee Adjustments: Upon mutual written agreement of the SFA and the FSMC, the Management Fee and Administrative Fee may be adjusted annually. Such adjustment shall be by no more than the percentage of change in the Consumer Price Index ("CPI") for all Urban Consumers (CPI-U U.S. city average), Northeast Region, Food Away from Home for the preceding year (April – March). Upon acceptance by the SFA, such increase in fees shall be incorporated into any renewal of this contract.

Schedule G – Guaranteed Return

***Please note: This form must be completed by the FSMC and submitted separately in the sealed Price Proposal Envelope.**

Guaranteed Return: The SFA and the FSMC shall work together to ensure a financially sound and well run food service operation. For the term of the contract, including renewal years the FSMC shall guarantee that the food service program will achieve financial: *(select one option)*

- Breakeven: defined as "generated program revenues will be sufficient to cover all actual and direct operating costs incurred.
- Surplus: defined as "generated program revenues will exceed all actual and direct operating costs incurred. Dollar Value: _____
- Deficit: defined as "generated program revenues will not be sufficient to cover all actual and direct operating costs incurred. Dollar Value: _____

Actual and direct operating costs are as described in paragraphs 12.10A - E above.

If the annual financial return for the Food Service Program falls short of the FSMC's guaranteed minimum amount, the FSMC shall pay the difference to the SFA.

Exhibit M – Scoring Committee Results Chart and Criteria Ratings Conversion Charts Example

***Please Note: This example is based upon a Scoring Committee with three members. If your scoring committee has a different number of members, Individual Criteria Rating/Values and Overall Rating Ranges must be adjusted.**

Committee Results Chart - Vendor Name:

Criteria	Committee Member 1	Committee Member 2	Committee Member 3	Committee Member	Total	Overall Rating*
General Experience						
Reference Satisfaction						
Operations						
Relative Experience (FSD)						
Menus						
Marketing/Merchandising						
Financial Stability						
Employee Training						
Student Participation						
Total Overall Rating						
Criteria						
Highly Advantageous - HA						
Advantageous - A						
Not Advantageous - NA						
Unacceptable - U						

See **Criteria Ratings Conversions Chart to determine **Overall Rating***

Criteria Ratings Conversion Chart

Criteria Rating	Value	Individual Criteria Rating/Value
Highly Advantageous	4	12 – 10 points
Advantageous	3	9 – 7 points
Not Advantageous	2	6 – 4 points
Unacceptable	1	3 points

**Each committee member criteria score will be converted into a point value*

**Point values for all committee members will be combined to identify an overall score for a particular criterion for a given vendor*

Exhibit M – Scoring Committee Results Chart and Criteria Ratings Conversion Charts

Overall Ratings Ranges Chart

Criteria Rating	Overall Rating Ranges	Vendor Names
Highly Advantageous*	36 - 28	
Advantageous	27 – 19	
Not Advantageous	18 - 10	
Unacceptable	9 – 0	

**Only Overall Ratings of Highly Advantageous move forward to the Price Evaluation Stage. If there are no vendors rated Highly Advantageous, the LEA reserves the right to move Advantageous vendors to the price (Guaranteed Return) evaluation stage.*

Overall Ratings Ranges Chart

Vendor Names	Criteria Points*	Guaranteed Return - Highest* (1st) to Lowest (4th)

**Ties on the Guaranteed Return are broken by the highest Criteria Points*

**Ties on both Guaranteed Return and Criteria Points are broken by lowest Management Fee*

**If the Guaranteed Return is Unacceptable for these vendors, the LEA reserves the right to go to the Advantageous vendor(s)*

EXHIBIT N

Non-Collusion Statement, Tax Compliance Certification, Certificate of Independent Price Determination, Certification of Clean Air and Water, Energy Policy and Conservation Act, Certification Regarding Debarment, Foreign Corporation Certificate of Registration, Certification Regarding Lobbying, Disclosure of Lobbying

Non-Collusion Affidavit
Food Service Program

By submission of this proposal, the FSMC certifies that:

- a. This proposal has been independently arrived at without collusion with any other proposer, competitor, potential proposer or potential competitor.
- b. This proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of the proposals for the work to be performed or the goods to be sold, to any other proposer, competitor, potential proposer or potential competitor.
- c. No attempt has been made, or will be made, to induce any other person to submit or not to submit a proposal. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- d. The person signing this proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in his/her behalf.
- e. That below is a certified copy of the resolution authorizing the execution of the certificate by the signatory of this proposal on behalf of the corporate proposer.

Signature of the person authorized to submit this proposal

Typed or printed name of signatory and title

Date

Resolve that _____ be authorized to sign and submit the proposal of this corporation _____ for the Food Service Management Program at the Lawrence Family Dev. Charter.

Tax Compliance Certification

Pursuant to M.G.L. c. 62C §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

State tax paid to _____ using Federal ID or SS# _____

Company or Corporation

Dated: _____

Authorized Official's Signature

Certificate of Independent Price Determination

Both the school food authority and the Food Service Management Company (FSMC)(offeror) shall execute this Certificate of Independent Price Determination.

Name of FSMC	Lawrence Family Dev. Charter Name of School Food Authority
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(A) By submission of this offer, the offeror certifies that in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Food Service Management FSMC certifies that:

- (1) He or she is the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1. through A.3. above; or
- (2) He or she is not the person in the offeror’s organization responsible with the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to A.1.through A.3. above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A.1. through A.3. above.

To the best of my knowledge, this food service management company (FSMC), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached sheet (if applicable).

Name of FSMC	Title and Signature of FSMC Authorized Representative	Date
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In accepting this offer, the sponsor certifies that no representative of the sponsor has taken any action which may have jeopardized the independence of the offer referred to above.

Lawrence Family Dev. Charter Name of SFA	Title and Signature of SFA Authorized Representative	Date
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Clean Air and Water Certificate

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (FSMC)(offeror) shall execute this Certificate.

NAME OF FOOD SERVICE MANAGEMENT COMPANY:

NAME OF SCHOOL FOOD AUTHORITY: Lawrence Family Dev. Charter

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq. as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.
- E. THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:
 - a. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604)
 - b. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
 - c. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
 - d. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
 - e. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
 - f. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the FSMC.

Signature of Food Service Management Company's
Authorized Representative

Title

Date

Signature of School Food Authority's Authorized
Representative

Title

Date

Energy Policy and Conservation Act

The Food Service Management Company (FSMC) and the School Food Authority (SFA) agree to comply with the Energy Policy and Conservation Act (P.L 94-163) as amended through P.L. 114-255 (enacted December 13, 2016) for the duration of the contract year. An addendum agreeing to comply with this policy and act must be renewed with each renewal amendment.

FSMC

Lawrence Family Dev. Charter

SFA

Authorized Signature

Authorized Signature

Title

Title

Date

Date

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

SFAs are required to ensure that all sub-contractors and sub-grantees are neither excluded nor disqualified under the suspension and debarment rules found at 2CFR 200.214 by doing any one of the following:

- Checking the Excluded Parties List found at the System for Award Management www.SAM.gov;
- Collecting a certification that the entity is neither excluded nor disqualified. Since a Federal certification form is no longer available, the grantee or sub-grantee electing this method must devise its own;
- Including a clause to this effect in the sub-grant agreement and in any procurement contract expected to equal or exceed \$25,000, awarded by the grantee or a sub-grantee under its grant or sub-grant;
- Sub-grantee and contractors must obtain a DUNS Number. All Federal Government awards are required to have a DUNS number. To obtain a DUNS number, contact Dun and Bradstreet at 1-866-705-5711 or visit their website at <https://eupdate.dnb.com/requestoptions.asp>. There is no charge for a DUNS number. The DUNS number serves as a means of tracking and identifying applications for Federal assistance and is required on all applications for Federal assistance.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 2CFR 200.214 Suspension and Debarment. The regulations were published as Part III of the December 26, 2013, Federal Register (pages 78590-78691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name
PR/Award Number or Project Name

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

Signature(s)

Date

Foreign Corporation Certificate of Registration
(M.G.L. chapter 156D, Section 15.03; 950 CMR 113.48)

[Foreign Corporation Certificate of Registration](#)

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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 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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Organization Name

Address

Name of Submitting Official

Title of Submitting Official

Signature

Date

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (see reverse for public burden disclosure) Approved by OMB

0348-0046

<p>1. Type of Federal Action:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <p>For material change only: Year ____ quarter ____ Date of last report: ____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>____ Prime ____ Sub-awardee Tier ____, if known:</p> <p>Name: _____</p> <p>Street 1: _____ Street 2: _____</p> <p>City: _____ State: _____ Zip Code: _____</p> <p>Congressional District, if known: _____</p>		
<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</p> <p>Name: _____</p> <p>Street 1: _____ Street 2: _____</p> <p>City: _____ State: _____ Zip Code: _____</p> <p>Congressional District, if known: _____</p>		
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p> <p>Prefix: ____ Last Name: _____ First Name: _____ MI: ____</p> <p>Company Name: _____</p> <p>Street 1: _____ Street 2: _____</p> <p>City: _____ State: _____ Zip code: _____</p>		
<p>10. b. Individuals Performing Services (including address if different from No. 10a) last name, first name, MI):</p> <p>Prefix: ____ Last Name: _____ First Name: _____ MI: ____</p> <p>Company Name: _____</p> <p>Street 1: _____ Street 2: _____ City: _____</p> <p>State: _____ Zip code: _____</p>		
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first subaward of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - a. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

The certifying official shall sign and date the form, print his/her name, title, and telephone number

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.