



RFP TITLE: Alliance College-Ready Public Schools
Food Service Management Company (Individual Sites)

RFP #: SY1819-0001

DATE OF ISSUANCE: March 30, 2018 at 4:00 PM PT

BIDS MAY BE SUBMITTED BY TIME RECORDED MAIL DELIVERY (UPS, FEDEX) OR HAND DELIVERY AND BY EMAIL OR OTHER ELECTRONIC DEVICE

BID DUE DATE: April 27, 2018 at 4:00 PM PT

EMAIL ADDRESS: operations@laalliance.org

SUBMIT TO: Alliance College-Ready Public Schools
RFP # SY1819-0001, Alliance FSMC (Individual Sites)
ATTN: Operations Department
601 S. Figueroa Street, 4th Floor
Los Angeles, CA 90017

Notice of Request for Proposals

Food Service Management Company (Individual Sites) RFP #SY1819-0001

Notice is hereby given that Alliance College-Ready Public Schools (hereinafter referred to as **SFA**) is requesting proposals for a food service management company (hereinafter referred to as **Respondent[s]**) to assist with the SFA's food service program.

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

The Request for Proposal (RFP) documents are available by Alliance College-Ready Public Schools' website at: www.laalliance.org. To request the RFP documents by e-mail, postal mail, or fax, please contact operations@laalliance.org.

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

Respondents must submit written proposals in a sealed package labeled "**Proposal - Food Service Management Company SY1819-0001**" and addressed to the SFA at **Alliance College-Ready Public Schools, 601 S. Figueroa Street, 4th Floor, Los Angeles, CA 90017, ATTN: Operations Department**.

The SFA will accept all proposals received on or before April 27, 2018 at 4:00 PM. The SFA will not accept proposals that are received after the deadline. The SFA will open proposals on April 30, 2018.

The SFA reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The SFA will award the contract based on a review and analysis of the proposals that determines which proposal best meets the needs of the SFA. Following the review and analysis of all responsive proposals, the SFA will make a recommendation to each individual School Board at a regularly scheduled meeting.

Request for Proposals

**Food Service Management Company (Individual Sites)
RFP #SY1819-0001**

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Introduction/Purpose of Solicitation

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with up to three (3) food service management companies (FSMC) that will provide Alliance College-Ready Public Schools (hereinafter referred to as the school food authority [SFA]) with food service management assistance for their food service operation for individual school sites. The FSMC will provide services to the SFA as described in the Scope of Work section herein.

The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in the **National School Lunch Program, School Breakfast Program, Afterschool Meal Supplements** (as applicable) and **Seamless Summer Feeding Option** (as applicable), to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program. General food service goals are to:

- Provide an appealing and nutritionally sound program for students as economically as possible
- Stimulate student 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, and successful menu variation and planning
- Maintain reasonable prices for students participating in the food service program
- Maintain student and staff morale at a high level

Respondents are allowed to bid on all schools or certain schools listed in this RFP. All procurement transactions shall be conducted 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 SFA 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 California state and federal statutes and regulations.

Outlined below are competitive bidding basic standards:

- The purpose of soliciting competitive proposals is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc.
- The SFA released this RFP to benefit the SFA and not the Respondents.
- Fulfillment of RFP specifications is based on full and fair competition and acceptance by the SFA of the most responsive and responsible Respondent to the SFA's requirements, as determined by the SFA when evaluating proposals based on the criteria contained in the RFP.
- The RFP must provide a basis for full and fair competition among Respondents to a common standard, free of restrictions that tend to stifle competition.

The above four points are for illustrative purposes only, and do not include all California state and federal requirements to achieve competitive bidding.

To respond to this RFP, interested FSMCs must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this RFP. The SFA 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.

To be competitive in this solicitation, the Respondent must:

- Carefully read the entire RFP, attachments, exhibits, addenda, and SFA responses to questions before submitting a proposal
- Ask appropriate questions or request clarification before the deadline in the RFP
- Submit all required responses by the required deadlines
- Follow all instructions and requirements of the RFP thoroughly and appropriately

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, the Respondent shall immediately notify the SFA of the error in writing and request clarification or a modification of the RFP. If the Respondent fails to notify the SFA of the error prior to the date for submission of proposals, and is awarded the contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

What It Means to Win the Bid

SFA will select up to three (3) successful food service management companies based on the criteria listed in the Evaluation of Proposals section of this RFP. The evaluation process will take place in two phases – Phase 1: Review of Qualifying Proposal and Phase 2: Food Tasting with Individual Schools. Phase 1 will determine the three (3) most responsible and responsive FSMCs per the evaluation criteria in the RFP, and Phase 2 will determine the schools served by each FSMC.

In order to serve one or more of the SFA's schools, FSMCs must have a contract as specified by SFA, and also provide SFA with a certificate of insurance, health permit, ServSafe certificates for all food handlers, and verification of Department of Justice (DOJ) and Tuberculosis (TB) clearance for all employees who come into contact with students as well as request and receive subsequent arrest notifications for its employees from the California Department of Justice to ensure ongoing safety of students as specified in Attachment 2, #6.

The agreement period for the RFP shall be August 1, 2018 to July 31, 2019 with the option to renew the Agreement for up to four (4) additional one-year periods by mutual agreement of the SFA and FSMC(s).

Scope of Work

All FSMC respondents must fulfill the following responsibilities:

- Prepare, deliver, and serve meals that meet School Breakfast Program, National School Lunch Program, Afterschool Meal Supplements Program and Seamless Summer Feeding Option nutritional requirements for reimbursable lunch meals, breakfast meals and snacks. Should these nutrition guidelines change, FSMCs should alter their menu planning accordingly to meet the most updated nutrition requirements for reimbursable meals.
 - FSMCs will prepare meals in an offsite facility that maintains the appropriate state and local health certifications.
 - FSMCs will prepare and deliver meals in accordance with the food safety guidelines of the appropriate governing health departments.
 - FSMCs will not be compensated for meals that do not meet all Federal and State requirements for reimbursement (i.e., not meeting specifications for each food component in the meal pattern), meals that are delivered in unsanitary conditions (incorrect temperatures, etc.), meals that are delivered later than the start of the breakfast or lunch periods, or meals that are spoiled, damaged or unwholesome at time of delivery.
- Provide and maintain records of NSLP/SBP menus, production, and daily delivery sheets containing nutritional components and quantities of meals served, and make said records available for necessary inspection by State and Federal authorities upon request.
- Provide the SFA with monthly menus covering meals to be served for the following month no later than one week prior to the end of each month.
- Gather regular feedback from individual schools regarding student participation and accommodate menu changes as necessary. Feedback collected by the FSMC must be made available to the SFA if requested.
- Deliver and serve meals to school locations at times specified by the SFA.
- Provide necessary plates, utensils, napkins, condiments, and covered containers in sufficient quantity along with meals.
- Provide food service equipment to prepare and serve meals (as needed).
- Have the ability to deliver lunches hot in an insulated, heated holding pan carrier to keep food at the appropriate serving temperature as required by the California Department of Public Health.
- Provide option and plan for “second chance breakfast” and/or “breakfast in the classroom.”
- Offer a cold or grab-and-go breakfast option (as requested).
- Provide guidance to individual schools on ordering to minimize unserved meals and waste.
- Assist with compliance related to Offer versus Serve through meal packaging.
- Maintain all necessary records pertaining to the receipt and use of USDA donated foods provided to the FSMC by the SFA.
- When requested by the SFA, provide sack lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirements.
- Substitute food components of the meal pattern for students with special dietary needs or needing special accommodations.
- Notify schools promptly (as soon as possible, ideally before the day of service) when order changes/delivery issues occur.
- Provide servers in sufficient quantities based on the needs of meal service.
- After food preparation/service is complete, servers will clean general food service and preparation area (countertops, sweep and mop floors, etc.). SFA janitorial staff will fully clean floors and empty trash receptacles.

The following individual school sites are participating in the 2018-2019 Alliance College-Ready Public Schools Food Service Management Company (Individual Sites) RFP.

School Information (School Year 2018-2019)

School	Address	Grades	Est. Enrollment	Prep Area	Serving Area	Breakfast Start	2 nd Chance Breakfast Start	Lunch Start
Alliance Alice M. Baxter College-Ready High School	461 9th Street, San Pedro, CA 90731	9-12	319	Yes	Inside	7:15AM-7:30AM	10:00AM-10:20AM	12:40PM-1:10PM
Alliance Judy Ivie Burton Technology Academy High School	10101 S Broadway, Los Angeles, CA 90003	9-12	602	Yes	Inside	7:30AM-7:45AM	10:33AM-10:53AM	12:56PM-1:27PM
Alliance Leichtman-Levine Family Foundation Environmental Science High School	2930 Fletcher Drive, Los Angeles, CA 90065	9-12	500	No	Inside	7:30AM-7:50AM	7:30AM-7:50AM	12:55PM-1:25PM
Alliance Marine - Innovation and Technology 6-12 Complex	11933 Allegheny Street, Sun Valley CA 91352	6-11	729	Yes	Indoor	7:35AM-7:55AM	10:20AM-10:40AM	12:45AM-1:15PM
Alliance Morgan McKinzie High School	110 S. Townsend Ave., Los Angeles, CA 90063	9-12	439	Yes	Inside	7:00AM-7:30AM	10:30AM-10:50AM	12:55PM-1:25PM
Alliance Dr. Olga Mohan High School	644 West 17th Street, Los Angeles, CA 90015	9-12	440	No	Outside	7:00AM-7:30AM	9:45AM-10:05AM	12:55PM-1:25PM
Alliance Patti & Peter Neuwirth Leadership Academy	4610 S. Main Street, Los Angeles, CA 90037	9-12	563	No	Outside	7:00AM-7:45AM	10:26AM-10:43AM	12:44PM-1:14PM
Alliance Ouchi-O'Donovan 6-12 Complex	5355 4th Avenue, Los Angeles, CA 90043	6-12	MS - 456 HS - 554	No	Outside	MS - 7:00AM-7:30AM HS - 7:15AM-7:45AM	MS - 9:45AM-10:05AM HS - 10:50AM-11:05AM	MS - 12:10PM-12:40PM HS - 1:10PM-1:40PM
Alliance Piera Barbaglia Shaheen Health Services Academy	8515 Kansas Avenue, Los Angeles CA 90044	9-12	446	Yes	Inside	7:45AM-8AM	10:30AM-10:50AM	12:45PM-1:15PM
Alliance Cindy and Bill Simon Technology High School	10720 Wilmington Avenue, Los Angeles, CA 90059	9-12	532	No	Outside	7:30AM-8:00AM	NA	9/10th: 12:11PM-12:43PM, 11/12th: 12:47PM-1:19PM
Alliance College-Ready Middle Academy #8	113 S. Rowan Avenue, Los Angeles, CA 90063	6-8	442	Yes	Inside and Outside	7:15AM-7:35AM	9:30AM-9:45AM	12:10PM-12:40PM

* School Information for 2018-2019 is subject to change based on actual enrollment, school bell schedule and serving area configuration.

Schedule of Events
RFP #SY1819-0001

- Release of RFP March 30, 2018
- First Public Notice April 10, 2018
- Respondent Question Submission Deadline April 13, 2018 at 4:00 PM PT
- Second Public Notice April 17, 2018
- SFA Provides Answers April 20, 2018
- Deadline for Submission of Sealed Proposal April 27, 2018 at 4:00 PM PT
- Proposals Opened April 30, 2018
- Proposals Evaluated April 30-June 8, 2018
- Food Tasting May 30, 2018
- Winning Proposal(s) Selected June 8, 2018
- Anticipated Contract Award Date June 30, 2018

The SFA will make every effort to adhere to the schedule. However, the SFA reserves the right to amend the schedule, as necessary, and will post a notice of said amendment via email notification and on the Alliance College-Ready Public Schools website.

General Instructions for Respondents

1. Prepare proposals simply and economically. Provide a straightforward concise description of the Respondent's capability to satisfy the SFA's requirements. Emphasis should be placed on completeness and clarity of content.
2. Submit proposals for the performance of all the services described within this RFP. The SFA will not consider any deviation from these specifications and will reject such proposals.
3. The SFA may reject a proposal if the proposal is conditional or incomplete, deemed nonresponsive, or if it contains any alterations of form or other irregularities of any kind. The SFA may reject any or all proposals or waive any immaterial deviation in a proposal. The SFA's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Respondent from full compliance with all other requirements if awarded the contract.
4. Respondents are responsible for the costs of developing proposals, and shall not charge the SFA for any preparation costs.
5. Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The SFA will not consider proposal modifications offered in any other manner, either oral or written.
6. Respondents may withdraw their proposal by submitting a written withdrawal request to the SFA, signed by the Respondent or their authorized agent, through the contact person named in the "Contact Information" provided on the cover page of this RFP. Thereafter, a Respondent may submit a new proposal prior to the proposal submission deadline. Respondents may not withdraw their proposal without cause after the proposal submission deadline.
7. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum on the Alliance College-Ready Public Schools website: www.laalliance.org. The SFA will notify Respondents so they can obtain any addenda from the SFA's Web site or request it by e-mail.
8. The SFA reserves the right to reject all proposals for reasonable cause. If the costs of all proposals are excessive, the SFA is not required to award a contract.
9. The SFA will not consider more than one proposal from an individual, firm, partnership, corporation, or association under the same or different names. Reasonable grounds for believing that any Respondent has submitted more than one proposal for work contemplated herein will cause the SFA to reject all proposals submitted by the Respondent. If there is reason to believe that collusion exists among the Respondents, the SFA will not consider any of the participants of such collusion in this or future solicitations.
10. The SFA will not consider a joint proposal submitted by two or more entities.
11. Additional charges for regular or express delivery, drayage, parcel post, packing, cartage, insurance, license fees, permits, background checks (tuberculosis/Department of Justice), or for any other purpose shall be included (and separately identified) in the proposal.
12. All proposals shall include the forms provided as attachments to this RFP. Respondents may copy these forms. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.

13. The SFA shall not accept proposals after the submission deadline specified in the RFP and shall return the unopened proposals to the respective Respondents. The SFA will not consider late proposals under any circumstances.
14. Respondents are responsible for examining the entire RFP package, seeking clarification for any item or requirement that may not be clear to them, and checking all responses in their proposal for accuracy before submitting it.
15. Respondents may submit their questions regarding the information presented in this RFP by email at operations@laalliance.org, no later than April 13, 2018 at 4:00 PM PT. The SFA will answer all questions received by the deadline in writing without exposing the query source. This will be the sole process for asking and answering questions regarding this RFP. Respondents may not contact SFA or school employees directly to ask questions.
16. SFA representatives reserve the right to inspect a Respondent's other food service operations prior to any award of a contract.
17. The SFA reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the SFA considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different proposals from all respondents. A material change will require the SFA to rebid the contract.
18. Respondents shall submit one paper copy by time-recorded mail delivery or hand delivery, and one copy in digital format by email or other electronic device (e.g., CD, DVD, flash drive, etc.).
 - a. The paper copy must contain the original signature of the individual(s) authorized to bind the Respondent contractually.
 - b. The Respondent must ensure the digital copy is complete and inclusive of all materials contained in the paper copy, including any required signatures. If there is an inconsistency between the paper and digital copies, the paper copy will take precedence.
 - c. The sealed proposal envelopes must be marked legibly with the SFA's RFP number and title, and the SFA name and address, as shown in the following example:

Alliance College-Ready Public Schools
RFP # SY1819-0001, Alliance FSMC (Individual Sites)
ATTN: Operations Department
601 S. Figueroa Street, 4th Floor
Los Angeles, CA 90017

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:

Section & Title

- A. Cover Letter
- B. Table of Contents
- C. Attachments Checklist
- D. Minimum Qualifications
- E. Proposal Questionnaire
- F. Respondent References
- G. Authorization Agreement
- H. FSMC Professional Standards
- I. Fee Proposal
- J. Certifications

A. Cover Letter

Only the individual(s) authorized to bind the Respondent contractually may sign the cover letter, which shall be a part of the proposal package. If the cover letter is unsigned, the SFA will reject the proposal. The SFA may reject the proposal if the Respondent fails to include the following required information:

- Name and address of responding company
- Organizational structure of the responding company (e.g., corporation, partnership, etc.)
- Respondent's Federal Employee Identification Number and Corporate Identification Number, if applicable
- Name, title, phone number, fax number, and e-mail address of the representative who will be designated as the primary liaison to the SFA
- Name, title, phone number, and e-mail address of the representative(s) authorized to bind the Respondent in a contract if different from the primary liaison
- A statement expressing the Respondent's willingness to perform the services described in this RFP
- A statement expressing the Respondent's ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in this RFP
- A statement regarding the Respondent's proprietary information; if applicable, the Respondent must clearly mark in the upper right-hand corner those pages to be considered proprietary (**Note:** the Respondent cannot consider the entire proposal to be proprietary)
- The following certification:

By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

B. Table of Contents

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

C. Attachments Checklist

The Respondent shall include all documents identified in the “Attachments Checklist” (Attachment 1). The SFA may reject proposals that do not include the proper required attachments.

D. Minimum Qualifications

The SFA will only consider Respondents that **meet all minimum qualifications** (as listed on Attachment 2).

E. Proposal Questionnaire

The Proposal Questionnaire (Attachment 3) is intended to provide the SFA 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.

F. Respondent References

Respondents must provide three references on the Respondent References form (Attachment 4). The SFA 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.

G. Authorization Agreement

The Respondent or their authorized representative must sign the Authorization Agreement (Attachment 5) and return it with the proposal package.

H. FSMC Professional Standards

The Respondent must establish minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs (as listed on Attachment 6).

I. Fee Proposal

The Respondent must complete the Fee Proposal (Attachment 7) and return it with the proposal package.

J. Certifications

The Respondent must complete the certifications (Attachment 8) and return them with the proposal package.

Evaluation of Proposals

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

An error in the proposal may cause the SFA to reject that proposal; however, the SFA may, at its sole discretion, retain the proposal and make certain corrections. When determining if a correction will be made, the SFA 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 SFA may choose to correct errors such as obvious grammatical or punctuation errors and arithmetic errors.

The SFA will open proposals to determine if they contain all the required information in accordance with this RFP. The evaluation process will take place in two phases (Phase 1 and Phase 2 as defined below).

Phase 1: Review of Qualifying Proposals

During Phase 1, the SFA will evaluate qualifying proposals using the following criteria:

CRITERIA	MAXIMUM POINTS
Corporate and Operational Capability	30
Experience with School Breakfast Program and National School Lunch Program Compliance	30
Customer Service	25
Cost (set price per meal)	35
Prior Experience: Respondents with prior experience serving Alliance schools over the past two school years (2016-2017 and 2017-2018) may qualify for additional points based on their previously demonstrated ability to be responsive and responsible	10
TOTAL POINTS	130

The SFA will score and rank selected proposals by assigning a score between zero and the maximum score to each proposal criterion. The SFA will recommend awarding contract(s) to the three (3) most responsive and responsible Respondents with the highest total proposal scores. These three (3) Respondents will move forward to Phase 2, where they will be awarded contracts to serve zero (0) to eleven (11) individual school sites based the Phase 2 food tasting with school site representatives.

Phase 2: Food Tasting with Individual Schools

During Phase 2, the three (3) most responsive and responsible Respondents selected from Phase 1 will be invited to a food tasting with representatives from the individual school sites participating in the RFP. All Respondents will be asked to bring 60 of each hot breakfast and lunch entree from the required menu below. All entrees must be presented in the standard packaging that would normally be delivered to the school site.

Meals served in Phase 2: Food Tasting with Individual Schools must be representative of the meals students would receive through the SBP and NSLP programs (for grades 6-12) and must be compliant with all USDA requirements.

- Breakfast
 - Baked French Toast Strips
 - Green Chile Potato Burrito
- Lunch
 - Chicken Tamale
 - Beef and Bean Chili Bowl
 - Cheesy Stuffed Shells

If a Respondent does not have the exact entree listed above, a similar version of the entree will be accepted. Any other food provided that is not listed above may result in disqualification.

Each menu item will be scored by the school site representatives on a scale of 1 (poor) to 5 (excellent) taking into consideration taste, appearance and overall satisfaction.

MENU ITEM	MAXIMUM POINTS
Baked French Toast Strips	5
Green Chile Potato Burrito	5
Chicken Tamale	5
Beef and Bean Chili Bowl	5
Cheesy Stuffed Shells	5
TOTAL POINTS	25

There will be one scorecard for each school site participating in the food tasting. The school site representatives will score and rank each food tasting by assigning a score between zero and the maximum score to each menu item. The SFA will recommend each school's highest scoring Respondent to be awarded with the contract for that school. In the event that a school site is unable to attend the tasting, the SFA will recommend that their contract be awarded to the highest scoring Respondent from Phase 2. One (1) to three (3) contracts will be awarded based on this RFP.

Attachments

Attachment 1 – Attachments Checklist

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 SFA. 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.

<u>Attachment</u>	<u>Attachment Name</u>
_____	Cover Letter
_____	Table of Contents
_____	Attachments Checklist
_____	Minimum Qualifications
_____	Proposal Questionnaire
_____	Respondent References
_____	Authorization Agreement
_____	FSMC Professional Standards
_____	Fee Proposal
_____	Certifications

Attachment 2 – Minimum Qualifications

A Respondent must meet all of the following minimum qualifications to the SFA'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 August 1, 2018, both the Respondent's company and its key personnel meet all of the following minimum qualifications:

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

Yes _____ No _____

2. The Respondent has the resources and ability to provide breakfast meals, lunch meals and snacks to 6,025 students for 185 school days and breakfast and lunch meals as requested during the summer.

Yes _____ No _____

3. The Respondent has knowledge and experience with the School Breakfast Program, National School Lunch Program, Afterschool Meal Supplements Program and Seamless Summer Feeding Option.

Yes _____ No _____

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

Yes _____ No _____

5. The Respondent is licensed to do business in the state of California.

Yes _____ No _____

6. The Respondent agrees to adhere to the California Department of Justice (DOJ) fingerprint and criminal background investigation and Tuberculosis (TB) requirements of Education Code Section 45125.1 et seq., 49406 and 47605 (I), and provide an affidavit that certifies all of their employees that work at Alliance schools who come into contact with students have the appropriate DOJ and TB clearances. DOJ and TB clearances are at the expense of the FSMC; Alliance shall not reimburse for these expenses.

- a. The Affidavit shall include the following information:

- i. FSMC employee name, Alliance school(s) the employee works at, Date of DOJ criminal background check clearance, TB expiration date, and Name of DOJ custodian of records

- b. The Affidavit is due before the first day of school each year of the contract. The FSMC must provide the SFA an updated employee list if there are any employee transitions.
- c. FSMC will request and receive subsequent arrest notifications for its employees for the DOJ to ensure ongoing safety of students.

Yes _____ No _____

7. The Respondent agrees that any server working at an Alliance school will have a current and valid ServSafe food handler's certification. The ServSafe certification is at the expense of the FSMC; Alliance shall not reimburse for these expenses.

Yes _____ No _____

8. The Respondent agrees to provide production and/or transportation records to schools on a daily basis with each delivery. The records will indicate: amount of meals delivered and received at the school site, temperature of food and portion sizes of food components.

Yes _____ No _____

9. The Respondent agrees to provide required posters and signage as requested by the school site (e.g., Offer versus Serve posters, menu displays near serving areas).

Yes _____ No _____

10. The Respondent agrees to provide SFA and school with copies of the invoice within 5 operating days of the following month.

Yes _____ No _____

Attachment 3 – Proposal Questionnaire

This proposal questionnaire is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in the RFP. Please be as concise as possible. **Type each question in the same order as listed in the questionnaire.**

Corporate and Operational Capability:

1. Provide a general description of the FSMC's qualifications and experience relevant to the minimum qualifications in Attachment 2, along with any necessary substantiating information. Limit your responses to information about the FSMC's capabilities.
 - a. Provide a statement indicating the year the FSMC was founded.
 - b. Describe the primary business(es) of the FSMC.
 - c. Include the number of years serving under National School Lunch Program, School Breakfast Program, Afterschool Meal Supplements and Seamless Summer Feeding Option.
 - d. List all charter schools in the Los Angeles area served by the FSMC within the past two school years (2016-2017 and 2017-2018). Please provide two separate lists for each school year.
2. Provide a complete list of SFAs that have discontinued or terminated the FSMC's services in the last five years and the reason(s) why.
3. Provide an organization chart for the FSMC, a description of the lines of communication, and the responsibilities at each corporate level. Identify the main FSMC contacts for the SFA.
4. Provide a complete balance sheet or annual report (verified by an external certified public accountant) for the last three years of operation.
5. Provide information on the following for FSMC's operations in the Los Angeles area:
 - a. Production Capacity:
 - i. Number of food production facilities / kitchens (including city and state)
 - ii. Number of breakfast meals each production facility can accommodate on a normal school day
 - iii. Number of lunch meals each production facility can accommodate on a normal school day
 - b. Utilization
 - i. Compared to your Production Capacity, what was your utilization rate in school year 2017-18?
 - c. Transportation Capacity:
 - i. Number of delivery vans and/or trucks in fleet
 - ii. Typical number of schools served by each delivery truck or van
 - d. Server Pool:
 - i. Number of servers
 - ii. Typical number of servers per school
6. Provide a description of the FSMC's operations and include:
 - a. Describe the FSMC's ability to deliver and/or prepare hot meals for breakfast and lunch service. Include a description of how the FSMC would deliver hot meals for second chance breakfast if requested.

- b. Describe the FSMC's ability to operate in different school environments and settings and to meet different meal requirements (e.g., indoors vs. outdoors, prepackaged vs. bulk service). Please describe any limitations the FSMC may have in these areas.
- c. Describe the FSMC's requirements for meal storage, preparation, and serving equipment at the school site (e.g., ovens, refrigerators, storage space, tents, tables).
- d. Describe the FSMC's ordering process including how orders are submitted.
 - i. How frequently are orders submitted?
 - ii. How do schools modify their orders?
 - iii. How does the FSMC work with the school on its orders to reduce or minimize food waste? Please provide specific examples.
- e. Describe the FSMC's invoicing and billing process. How will the FSMC work with Alliance's procure-to-pay vendor (Coupa) for invoicing and billing?
 - i. What is the reconciliation process and timeline for reconciliation if invoices are incorrect?

Experience with School Breakfast Program and National School Lunch Program Compliance:

- 7. Describe the efforts that the FSMC takes to ensure all meals are compliant with USDA weekly and daily requirements.
 - a. Provide menus and production records for one (1) month for all meal types (e.g., breakfast, lunch, snack) that show meal components and compliance with USDA federal reimbursable meal guidelines (include daily and weekly requirement measurements).
- 8. Please list the title(s) and qualifications of the individual(s) that develop your recipes.
- 9. Describe the FSMC'S annual training program for FSMC's staff (including servers).
- 10. Describe FSMC's experience in handling special meal accommodations. Include the process and timeline starting from when it is identified that a special meal is required for a student.
- 11. Provide a current copy of FSMC's food safety plan or Hazard Analysis and Critical Control Point (HACCP) plan.
 - a. Describe the steps the FSMC takes and the controls/checks that the FSMC has in place to ensure the safety of all food served (food handling, food temperature, etc.).
 - b. Describe the process that the FSMC utilizes to ensure that all staff maintain current training requirements.
- 12. Describe any past audit findings and/or corrective action the FSMC has had to take with any SFA or customer (in California) over the past five (5) years.
 - a. Describe your level of involvement and support to SFAs for external audits/inspections.
 - b. Has the FSMC had any findings/corrective action from health inspector reports, California Department of Education Administrative Reviews, or other external audits/reviews? What was the resolution required (if any)?
- 13. Provide a copy of general liability insurance.
- 14. Provide a copy of current health permits, FDA and CDE/USDA certifications.

Customer Service:

15. Describe how the FSMC handles customer service issues and complaints.
16. Describe the FSMC's process to ensure on-time deliveries for all meal services.
 - a. What is the FSMC's average percentage of on-time meal deliveries for the past two school years (2016-2017 and 2017-2018)?
 - b. Please describe the steps the FSMC will take when deliveries are running late.
 - c. What is the FSMC contingency plan for late deliveries?
17. Provide a description of how the FSMC partners with each school to increase participation and ensure students are eating the meals served in the school's program. Please include descriptions of the following:
 - a. Menu variety
 - i. What is the typical menu cycle for breakfast entrees? (please specify in weeks)
 - ii. What is the typical menu cycle for lunch entrees? (please specify in weeks)
 - iii. Describe the variety of meal options a school has to choose from (e.g., salad bar, hot option, cold option, pre-packed option)
 1. How many of these options are offered in a typical breakfast service?
 2. How many of these options are offered in a typical lunch service?
 - b. Partnerships the FSMC has with external/third parties to increase food options for students (please indicate if the partnerships are 'existing' or 'in development')
 - c. A description of promotional and marketing materials you will use to attract students to the program
 - d. Mechanism(s) in place to gather feedback from students and school staff
 - e. Different participation and engagement activities provided for students and parents throughout the school year
18. Provide your recommendation for a successful transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP. Please include the following:
 - a. How does the FSMC modify its staffing structure to serve new schools being added to their portfolio?
 - b. How does the FSMC work with schools to determine the necessary equipment and materials required to effectively serve students at the school site (e.g., tents, tables, table covers, appliances, serving trays for meals)?
 - c. How does the FSMC work with schools to determine roles and responsibilities (FSMC or school) for setting up and breaking down the serving area(s) on a daily basis?
19. In addition to the nutrition and lunch program, how else does the FSMC work with schools for special events (e.g., parent barbeques and welcome nights)? Please describe the different services that the FSMC offers including catering services for non-reimbursable meals.

Attachment 4 – Respondent References

List three references to which the Respondent has provided food service management services within the past 3 year(s).

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

Reference 1		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		
Reference 2		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		
Reference 3		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		

Attachment 5 – Authorization Agreement

Request for Proposal for Food Service Management Company
RFP Number: SY1819-0001

We, **[Enter FSMC Name]**, by our signature on this document certify the following:

1. That we will operate in accordance with all applicable California state and federal laws, regulations, and statutes.
2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.
3. That the proposal submitted is a firm and irrevocable offer good for one year.
4. That we have carefully examined all terms and conditions set forth in the Model Fixed-price Contract issued by Alliance College-Ready Public Schools.
5. That we have made examinations and verifications and are fully conversant with all conditions under which services are to be performed for Alliance College-Ready Public Schools.
6. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

FSMC Name: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative

Date Signed: _____

Attachment 6 – FSMC Professional Services

FSMC Employees Professional Standards

Federal Register Vol. 80, No. 40, dated March 2, 2015, referred to as the “Final Rule,” establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs. In the Final Rule, the following definitions are established:

1. **School Nutrition Program Director.** The school nutrition program director is any individual directly responsible for the management of the day-to-day operation of school food service for all participating schools under the jurisdiction of the school food authority.
2. **School Nutrition Program Manager.** The school nutrition manager is any individual directly responsible for the management of the day-to-day operation of school food service for a participating school(s).
3. **School Nutrition Program Staff.** School nutrition program staff are those individuals, without managerial responsibilities, involved in day-to-day operations of school food service for a participating school(s).

The Final Rule establishes that these definitions apply to the function/role rather than the specific title within the school food service structure, and that the definitions apply whether or not the school food service is operated by an FSMC. Therefore, as of the effective date of this contract, the minimum professional standards established by the Final Rule, and described therein, shall apply to FSMC staff performing any of the duties described above.

The FSMC shall only place staff for work in the school district that meet the minimum professional standards outlined in Title 7, *Code of Federal Regulations (7 CFR)*, Section 210.30, which can be viewed at the following Web page:

http://www.fns.usda.gov/sites/default/files/cn/profstandards_flyer.pdf.

- The SFA shall ensure that all staff the FSMC proposes for placement meet the minimum professional standards.
- The FSMC shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the SFA. The FSMC shall remove from the SFA premises any staff who fail to take the required annual training.
- The FSMC shall provide the SFA with a list of proposed employees and evidence that they meet the professional standards.

Attachment 7 – Fee Proposal

Respondents must provide a fixed price per meal as indicated in the table below:

Price per Meal

Breakfast (no servers)	\$ _____
Breakfast (with 2 servers)	\$ _____
Lunch (with 2 servers)	\$ _____
Seamless Summer Feeding Option Lunch (with 2 servers)	\$ _____
Seamless Summer Feeding Option Lunch (no servers)	\$ _____
Snack (no servers)	\$ _____

Incremental Price per Meal for Each Additional Server

Additional server	\$ _____
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Notes:

All prices are based on average daily participation of 320-6,025 student(s) served breakfast and lunch on 185 school days. Actual participation shall depend on the number of schools matched with the FSMC. Prices must not include values for USDA Foods. Prices should include all materials and tools to serve at the school site including but not limited to plates, serving trays, utensils, condiments, covered containers, etc. Meals with servers should assume 2 servers per service.

Attachment 8 – Certifications

Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 7 *CFR*, Part 3018, “New Restrictions on Lobbying,” 7 *CFR*, Part 3017, “Government-wide Debarment and Suspension (Nonprocurement),” and 7 *CFR*, Part 3021, “Government-wide Requirements for Drug-Free Workplace (Grants).” The certification shall be treated as a material representation of fact upon which reliance will be placed when the SFA determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Title 31, *U.S. Code* (31 *U.S.C.*) Section 1352, and implemented at 7 *CFR*, Part 3018, for a person entering into a grant or cooperative agreement over \$100,000, as defined at 7 *CFR*, Section 3018.105, the applicant certifies that:

- a) 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- b) 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 these instructions; and
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Disclosure of Lobbying Activities and Instructions

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. Approved by OMB
 (See next page for public burden disclosure)

1. Type of Federal Action: a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance	2. Status of Federal Action: a. Bid/Offer/Application b. Initial Award c. Post-Award	3. Report Type: a. Initial filing b. Material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee <input type="checkbox"/> Tier, if known Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
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.	Signature:	
	Print Name:	
	Title:	
	Telephone No: ()	Date:
FEDERAL USE ONLY:		<i>Authorized for Local Reproduction Standard Form (SF—LLL (Rev. 7-97))</i>

INSTRUCTIONS

Disclosure of Lobbying Activities (SF-LLL)

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to 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 (OMB) 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 subawardee, e.g., the first subawardee of the prime is the first 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 "Subawardee," 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, U.S. Department of Agriculture, Food and Nutrition Service.
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., RFP number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include 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.
10. (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.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name, and middle initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and phone 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.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 *CFR* Section 3017.510, for prospective participants in primary covered transactions, as defined at 7 *CFR* Section 3017.200:

- A. The contractor certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, 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.

- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Contractor/Company Name

Award Number, Contract Number, or Project Name

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

Signature(s)

Date

Certificate of Independent Price Determination

Both the SFA and FSMC shall execute this Certificate of Independent Price Determination.

Name of FSMC

Name of SFA

- A. By submission of this offer, the offeror (FSMC) certifies and, 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 the case of an advertised procurement, directly or indirectly 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 offeror 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 within 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 vendor and 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 follows (provide detail):

Signature of FSMC's
Authorized Representative

Title

Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of SFA's
Authorized Representative

Title

Date

Note: Accepting a Respondent's offer does not constitute award of the contract.