

City of Lowell, Massachusetts

**REQUEST FOR PROPOSALS
RFP 16 - 64**

The City of Lowell Public Schools (LPS) hereby invites the submission of sealed proposals for a one year contract with two, one year options for operation and management of the district food service program, as described in the bid packet available from:

**CITY OF LOWELL
PURCHASING DEPARTMENT
375 MERRIMACK STREET
LOWELL, MA 01852**

Proposals will be available beginning Tuesday January 19, 2016. All proposals must be sealed and will be accepted by mail or in person at the Purchasing Office, Lowell City Hall, 375 Merrimack Street, Lowell, MA, 01852 until 11:00 am local time on Wednesday February 10, 2016.

Proposals must be submitted in a sealed envelope, which is plainly marked on the face:

**“PROPOSAL FOR OPERATION AND MANAGEMENT
OF THE SCHOOL FOOD SERVICE PROGRAM”**

The City of Lowell reserves the right to reject any and all proposals and to waive any defects, informalities and minor irregularities in proposals received as may be deemed in the best interest of the City of Lowell. All proposals must be submitted in the form of a proposal and must conform to the specifications. The City of Lowell Public Schools reserves the right to reject any or all proposals that do not meet the minimum requirements set forth in the RFP.

If after review of the proposals it is determined that a contract is to be recommended, the ultimate decision as to award such contract shall rest solely with the School Committee of the City of Lowell and shall be awarded by majority vote of the School Committee of the City of Lowell.

All proposals must be complete and in compliance with the submission requirements outlined in the Request for Proposal.

P. Michael Vaughn
Chief Procurement Officer

Tuesday January 19, 2016

Proposal #



City of Lowell
375 Merrimack Street
Lowell, MA 01852

**REQUEST FOR PROPOSALS:
PROPOSAL FOR OPERATION AND MANAGEMENT
OF THE SCHOOL FOOD SERVICE PROGRAM**

Bid Release Date: January 19, 2016
Bid Deadline: February 10, 2016 at 11:00 am

SECTION I. GENERAL INFORMATION

The organization or individual responding to this request will be hereinafter referred to as the “FSMC” (Food Service Management Company) and the contract will be between the FSMC and the City of Lowell Public Schools, hereinafter referred to as “LPS.”

The LPS hereby invites the submission of sealed proposals for a one year contract with two, one year options for operation and management of the district food service program.

Currently the LPS contracts with Aramark Educational Services, LLC to provide the operation and management of the food service program. All other food service workers (cafe workers, cook managers, and drivers) are working under the terms of a collective bargaining agreement between the Lowell School Committee and United Teachers of Lowell, Local 495. The current collective agreement expires on June 30, 2014. The LPS desires to entertain proposals under which FSMC will provide the director and management staff to administer the food service program while all other food service workers (café workers, cook managers and drivers) remain as employees of the LPS on LPS payroll.

1. Any questions as to the interpretation of these specifications shall be referred to P. Michael Vaughn, Chief Procurement Officer by e-mail to: pmvaughn@lowellma.gov
2. If any changes are made to this RFP, an addendum will be issued. Addenda will be mailed, emailed or faxed to all proposers on record as having received the RFP.
3. A proposer may correct, modify, or withdraw a bid by written notice received by the Chief Procurement Officer prior to the time and date set for the bid opening. RFP modifications must be submitted in a sealed envelope clearly labeled “Modification No. _____”. Each modification must be numbered in sequence, and must reference the original RFP.
4. Proposals will be accepted by mail or in person at the Purchasing Office, Lowell City Hall, 375 Merrimack Street, Lowell, MA, 01852 until 11:00 am local time on Wednesday February 10, 2016. Specifications for the proposals will be available at the above mailing address Monday through Friday, 8:00 to 4:00 p.m., or by calling (978) 970-4110.
5. The Lowell Public Schools will mark the proposals as to the date and time received and NO late proposals will be accepted after the established deadline. It is the sole responsibility of the vendor to ensure that his/her proposal reaches the Purchasing Office by the designated date and time.
6. All proposals submitted must be in a sealed envelope plainly marked:
**PROPOSAL FOR OPERATION AND MANAGEMENT
OF THE SCHOOL FOOD SERVICE PROGRAM**
7. The City of Lowell Public Schools will not be responsible for the premature opening of any bid not so marked.
8. No proposal shall be withdrawn for a period of 60 days following the proposal opening date.

9. The City of Lowell Public Schools reserves the right to reject any or all proposals, to waive any immaterial informalities therein, and to accept any proposal which, in the opinion of the City of Lowell Public Schools, will be in the best interest of the school system.
10. If after review of the proposals it is determined that a contract is to be recommended, the ultimate decision as to award such contract shall rest solely with the School Committee of the City of Lowell and shall be awarded by majority vote of the School Committee of the City of Lowell.
11. It is anticipated that the award date will be within 60 days of the bid opening.
12. The City of Lowell Public Schools reserves the right to secure required service from another source and to charge the contractor should they fail to provide the services set forth in the specifications.
13. The successful proposer shall not assign, transfer or sublet this contract unless the City of Lowell Public Schools grants specific permission in writing. Any such person or agency thus assuming the contract may be required by the City of Lowell Public Schools to execute an amendment to the contract assuming all obligations held by the contractor under the original contract and shall comply with all provisions of the original contract.
14. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.
15. Proposers should familiarize themselves with all the documents contained herein; it is mandatory that all Bids be in compliance with all the provisions contained in said document.
16. All information must be typewritten or printed in ink, including the price proposal offers in the space as provided on the proposal form.
17. ALL PROPOSAL DOCUMENTS WILL BE INCORPORATED INTO THE CONTRACT.
18. PROPOSAL prices shall encompass everything necessary for furnishing all items, materials, supplies or services as specified, and in accordance with the specifications, including proper packing, cost of delivery, and in the case of services, completion of same, as per specifications.
19. In the event of a discrepancy between the Unit Price and the Extension, the Unit Price shall prevail.
20. Explanations, exceptions or other information pertinent to the specifications may be made in writing and included in the same envelope with the bid.
21. BID DEPOSITS: Bid deposits are to be made payable to the City of Lowell Public Schools. In the event that the successful bidder fails to execute a Contract such security shall be retained by the City of Lowell Public School department as liquidated damages. Unsuccessful bidders' deposits will be returned immediately following the award to said successful bidder.
22. WITHDRAW: A Bid may be withdrawn by written request prior to the scheduled Bid opening.

***** VERY IMPORTANT *****

At the time of contract award the recommended proposer must be registered with the Secretary of the Commonwealth of Massachusetts with a designated
Entity Type and Identification Number.

The exact Corporation Name, Entity Type and Location of your Principal Office must match the information submitted in your submitted proposal.

If you will **NOT** agree with this condition, **please do NOT submit a proposal.**

SECTION II. SELECTION PROCEDURES

The City of Lowell Public Schools will review all proposals to ensure they have met the minimum criteria and are responsive and responsible bidders. Should it be determined that only one proposer is clearly more highly qualified than the others, a contract with that proposer must be negotiated and recommended by the City of Lowell Public Schools and approved and awarded by the Lowell School Committee.

SECTION III. CONTRACT

1. PURPOSE

The purpose of this request is to provide for the operation and management of the school food service program. The Food Service Management Company (FSMC) will assume responsibility for the efficient management of the program including, but not limited to, the following:

Purchasing	Preparation of Meals
Ordering	Service of Meals
Receiving	Housekeeping/Sanitation
Inventory Management	Special Functions
Processing of Invoices	Menu Development
Payment of Vendors	Compliance with Federal/State Regulations
Maintenance of Records	Active Involvement with a Health
Supervising Personnel	Advisory Committee
Full Operation during Construction	Training/Development Personnel
Hiring Process	

The organization or individual responding to this request will be hereinafter referred to as the “FSMC” and the contract will be between the FSMC and the City of Lowell Public Schools hereinafter referred to as the “LPS”.

2. FSMC RESPONSIBILITY

If the FSMC is unable to attend the voluntary pre-bid conference identified in number 5 below, it is the responsibility of the FSMC to examine all kitchens, cafeterias, receiving and storage areas where services are to be provided. Such visits may be scheduled by contacting Frank Antonelli, Interim Assistant Superintendent of Finance and Operations by e-mail to: fantonelli@lowell.k12.ma.us

3. PRICES

The prices to be charged for the 2016-2017 school year are as follows:

Teachers/Staff	Includes Tax	\$ 3.21
Milk at Elementary Schools		\$ 0.35
Milk at Middle & High School		\$ 0.35

These prices may be changed upon mutual agreement of the LPS and the FSMC.

4. CALENDAR AND ENROLLMENTS

A copy of the proposed School Calendar for the 2016-2017 school year is attached (Attachment A).
A copy of the Enrollment and Direct Certifications as of April 2015 is attached (Attachment B).

5. Pre-Bid Conference

A voluntary pre-bid conference will take place on **Wednesday, January 27, 2016**, at 10:00 a.m. The voluntary pre-bid conference will be held at the Lowell Public Schools’ Central Administration Office, 155 Merrimack Street, Lowell, MA, 01852. After the meeting, there will be a tour of several of the schools.

6. SUBMISSION OF PROPOSALS

- A. Proposals shall be submitted on the forms provided within this RFP.
- B. Clarification or interpretation must be made in writing to the City of Lowell Chief Procurement Officer prior to the submission of a proposal.

- C. Sealed "PRICE" and "NON-PRICE" proposals shall be submitted separately. Each FSMC shall submit five (5) copies of their "NON-PRICE" and one (1) copy of their "PRICE" proposal. Each proposal shall be clearly identified.

7. REJECTION OF PROPOSALS

The LPS will consider non-responsive any proposal not prepared and submitted in accordance with the provisions hereof and may reject any or all proposals or waive any informalities as it may deem in the best interest of the LPS. Any proposal received after the time and date specified will not be considered.

8. ACCEPTANCE OF PROPOSALS AND AWARDS

It is the intent of the LPS to accept the proposal that will best promote the public interest and is most advantageous to the LPS. The minimum and comparative criteria attached hereto will be used in evaluating all proposals.

9. MENU CYCLE

The LPS has provided a 21 Day Cycle Menu. As part of the RFP the FSMC is required to follow this menu for the first 21 days of service.

The FSMC will submit with the proposal a proposed twenty-one (21) day cycle menu and a Daily Menu Pattern to include nutritional analysis for the High School, Middle School and Elementary School levels. The Daily Menu Pattern should clearly indicate the number and type of choices and offerings that will be provided at all grade levels. In addition, the Daily Menu must meet the current Federal Guidelines for the School Breakfast Program (SBP) and the National School Lunch Program (NSLP).

The LPS may adopt the FSMC menu after the first twenty-one (21) days or some combination of both, after that time changes may be made with the mutual agreement of the LPS and the FSMC. However, the menu standard, as presented by the LPS must be maintained as to type and quality of meal service.

The FSMC must include as part of the proposal a summer feeding menu cycle that meets the Federal Guidelines for the School Breakfast Program (SBP) and the National School Lunch Program (NSLP).

10. PURCHASE SPECIFICATIONS

The grade, purchase unit, style, weight, ingredients, formulation, etc., as set forth by the LPS, shall be complied with by the FSMC.

11. SPECIAL AND GENERAL CONDITIONS

- A. Proposals will be received as stated on the cover sheet, for the privilege and right to manage the food service program at all LPS schools and facilities. In providing management services for LPS's food service operation, FSMC shall comply with the applicable provisions of the National School Lunch Act, as amended, and the United States Department of Agriculture ("USDA") regulations set forth in 7 CFR 210.
- B. The LPS shall furnish all necessary Capital Equipment to operate the food service program. At the time of contract signing, an itemized inventory (to be certified by representatives of both parties) of all items furnished by the LPS, including miscellaneous kitchen items shall be provided.
- C. No alterations, changes, or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the LPS.
- D. The LPS shall be responsible for repairs to all equipment, permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work related or not directly related to a specific piece of food service equipment.
- E. The FSMC shall be responsible for the normal and routine maintenance for the food service program. Any repairs estimated to be greater than one thousand dollars (\$1,000) must receive the LPSs approval prior to repair.

- F. Upon termination of the contract, the FSMC will surrender to the LPS all equipment and furnishings located in the food services facilities and/or as listed on the certified inventory list of all LPS owned property (both capital and/or expendable). Such property and equipment, or its equal quality replacement, must be returned to the LPS in the same good order and condition as when received by the FSMC, reasonable wear and tear, damage from fire, and other hazards alone accepted.
- G. The FSMC will provide the LPS with a recommended equipment upgrade for budget purposes in the month of March preceding the start of the LPS's next fiscal year.
- H. The LPS will pay vendors directly for all maintenance and repairs of equipment owned by the LPS or purchased on behalf of the LPS by the FSMC.
- I. The LPS shall have unlimited access to all areas used by the FSMC for purposes of inspections and audits.
- J. The FSMC shall adhere to all applicable Pure Food Laws, and all related regulations prescribed by local, state or federal governments and the FSMC will comply with the rules and regulations as established by the LPS and with State and/or County laws, etc., covering and controlling food services at the facilities.
- K. The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes and insurances and shall be solely responsible for any losses incurred by the LPS, resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. All FSMC employees shall comply with all rules of the LPS for cleanliness and courtesy.
- L. The FSMC shall be solely responsible for the purchase and payment of all foods, beverages and supplies necessary for the operation of the food service program.
- M. The FSMC shall declare the use of vendor rebates, bill-backs, volume discounts and credits in all Profit and Loss Statements. Rebates will be surrendered to the LPS.
- N. All activities that would constitute a violation of Mass. General Laws, Ch. 268A are prohibited.
- O. The FSMC will provide the LPS with Monthly Statements of Financial Status, Student and Adult Participation, and Federal and State Reimbursement.
- P. The FSMC shall provide the LPS with a detailed policy of how the FSMC will notify Parents and Staff of meal offerings.
- Q. The FSMC will also detail what practices and procedures will be implemented to provide Students and Staff with meals in cases where there is a documented and medically confirmed allergy to a particular food or group of foods.
- R. The FSMC shall maintain records at the Lowell Public Schools to support all allowable expenses appearing on the monthly statement. These records shall be kept in an orderly fashion according to expense categories. The FSMC shall comply with the USDA Final Rule on Procurement published 10/31/07 to include required language for cost-reimbursable FSMC contracts. The Procurement Rule requires the FSMC to subtract rebates, discounts and other credits received by the FSMC from the allowable costs charged to the LPS. These credits must appear on the monthly billing statement.
- S. In addition, if the FSMC charges the LPS for costs that are not allowable as defined in OMB Circular A-87, they must be specified separately on the monthly billing statement and the LPS must pay for these costs from non-food service funds. If no allowable costs are charged by the FSMC, the contractor must so certify on the monthly billing statement.

12. BONDS AND INSURANCE

The FSMC shall procure and maintain, as a direct cost of operation, a general liability policy, including products liability, in the amounts of at least \$3,000,000 for each accident provided by insurance companies authorized to do business in the Commonwealth of Massachusetts. **A Certificate of Insurance indicating these amounts must be submitted with the proposal.**

13. PERFORMANCE SECURITY AND INSURANCE

The FSMC shall be required to:

- A. Submit with the proposal an assurance by a surety authorized to conduct business within the Commonwealth of Massachusetts that, if selected as the successful FSMC and upon award of the contract, a Performance Bond will be issued in the amount of \$ 500,000 in a form acceptable to the LPS.
- B. Submit with the "PRICE" proposal a **Bid Bond equal to 5 percent (5%) of the projected annual operating costs.**
- C. Insurance policies, bid bonds and assurances must be issued by firms with at least a Best's Insurance Reports rating of A to A- (excellent).

- D. The FSMC shall submit the performance security to the LPS within ten (10) days of notification of award of program operations. Such performance security shall be maintained for the term of the contract.
- E. The City of Lowell Public Schools shall be named an additional insured on all required insurance policies.
- F. The contract for insurance shall provide for notice to the LPS of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.
- G. The FSMC shall provide a Certificate of Insurance for all required policies within ten (10) days of award.

14. SCOPE AND PURPOSE

- A. The LPS shall be responsible for the cost of the food service program as indicated in the Request for Proposals and entitled to all receipts.
- B. The FSMC shall receive for its services an Administrative/Service Fee.
- C. All net income accruing to the LPS from the food service program shall remain in the program.
- D. The FSMC shall be an independent contractor and not an employee of the LPS nor are employees of the FSMC employees of the LPS.
- E. The current employees of the School Lunch Program who are employees of the LPS shall remain as employees of the LPS.
- F. The FSMC, as independent contractor, shall have the exclusive right to operate the school lunch program and/or breakfast program and/or special milk program. The LPS will assist in promoting the use of the FSMC's services beyond breakfast and lunch in order to improve the financial solvency of the LPS's Food Service Program.
- G. The food service program provided shall be operated and maintained as a benefit to the LPS students, faculty and staff and not as a source of profit to the FSMC.
- H. The LPS shall be legally responsible for the conduct of the food service program, and shall supervise the food service operations in such a manner as will ensure compliance with the rules and regulations of the Massachusetts Department of Elementary and Secondary Education and the United States Department of Agriculture.
- I. The FSMC shall promote nutrition-health education as required by the local, County, State, or Federal Governments.
- J. The FSMC shall comply with the rules and regulations of the Massachusetts Department of Elementary and Secondary Education and the United States Department of Agriculture, and any additions or amendments thereto.

15. FREE AND REDUCED MEAL POLICY

- A. The written policy of the LPS requiring service of meals to children in need, free or at reduced price, shall apply to the FSMC's food service operation. The policy is on file in the LPS office and provided as **APPENDIX C**.
- B. The FSMC, in cooperation with the LPS, shall be responsible for the implementation of this policy.
- C. Meals shall be served and proper accurate pupil participation records shall be maintained by the FSMC, and submitted monthly to the School Administration.

16. MEALS

- A. The FSMC shall serve reimbursable menu pattern meals pursuant to the National School Lunch Program in addition to an LPS approved a la carte program.
- B. The FSMC may offer a choice of reimbursable menu pattern meals, subject to approval of the LPS.
- C. The FSMC shall promote maximum participation in the Child Nutrition Programs.
- D. The FSMC shall purchase condiments and utensils as needed for the program.
- E. The FSMC shall use the LPS facilities for the preparation of food to be served.
- F. All a la carte items and prices shall be established by the LPS based on the recommendation of the FSMC.
- G. The FSMC shall sell on the premise only those foods and beverages authorized by the LPS and only at the times and places designated by the LPS.
- H. Neither the LPS nor the FSMC shall authorize the sale or service of non-competitive foods pursuant to the program regulations as defined by local, state, or federal governments.
- I. The FSMC shall work with the LPS's Wellness Committee to design menu offerings that are low in fat content, nutritious, and promote participation in the school lunch program.

17. MENUS

- A.** The FSMC shall provide cycle menus for distribution ten days (10) prior to the preparation and service of foods.
- B.** The FSMC shall provide a Summer Feeding Program cycle menu.
- C.** The FSMC shall provide a variety of catering options to meet the LPSs varying needs and budgets.
- D.** The FSMC shall not sell or dispense or include in any of its services, any of the following: alcoholic beverages, tobacco products, foods disallowed by the U.S.D.A. and any other food items deemed inappropriate by the LPS.

18. FEDERALLY DONATED COMMODITIES

A Contract Requirements and Procurement

- 1. All donated foods received for use by the recipient agency for the school year covered by the contract shall be used in the recipient agency's food service.
- 2. The food service management company will provide the following services in relation to commodity foods:
 - a. Preparing and serving meals.
 - b. Ordering or selection of donated foods, in coordination with the recipient agency in accordance with 7 CFR 250.52.
 - c. Storage and inventory management of donated foods in accordance with 7 CFR 250.52.
 - d. Payment of processing fees and or submittal of refund requests to a processor on behalf of the recipient agency, or remittance of refunds for the value of donated foods in processed end products to the recipient agency, in accordance with subpart C of 7 CFR 250.

B. Crediting for, and use of, donated foods

- 1. The food service management company must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meals service in a school year (including both entitlement and bonus foods).
 - a. Including the value of donated foods contained in processed end products if the food service management company's contract requires the food service management company to procure processed end products on behalf of the recipient agency; or act as an intermediary in passing the donated food value in processed end products on to the recipient agency.
- 2. The food service management company will credit for donated foods by disclosure, i.e., the food service management company credits the recipient agency for the value of donated foods by disclosing, in its billing for food costs submitted to the recipient agency, the savings resulting from the receipt of donated foods for the billing period. Crediting by disclosure does not affect the requirement that the food service management company shall only bill the recipient agency for net allowable costs.
 - a. The food service management company shall use the USDA's November 15th list of commodity food values to report the value of donated foods in its disclosure of the value of donated foods to the recipient agency on its billing documents.
- 3. All donated foods (this includes but is not limited to ground beef, ground pork, and all processed end products) shall be used in the recipient agency food service.

C. Storage and inventory management of donated foods

- 1. The food service management company must meet the general requirements in 7 CFR 250.14(b) for the storage and inventory management of donated foods. Additionally, the food service management company must ensure that its system of inventory management does not result in the recipient agency being charged for donated foods.
- 2. If the contract terminates, and is not extended or renewed, the food service management company must return all unused donated foods, including but not limited to ground beef, ground pork, and processed end products to the recipient agency.
- 3. The recipient agency must ensure that the food service management company has credited it for the value of all donated foods received for use in the recipient agency's meal service in the school year. The food service management company shall cooperate in this endeavor.

D. Required contract provisions that must also be included in the request for proposal

1. A statement that the food service management company must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in the school year, and including the value of donated foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a).
2. The method used to credit the recipient agency for donated foods shall be crediting by disclosure, which will occur on billing documents submitted each month.
3. The food service management company shall use the USDA's November 15th list of commodity food values to report the value of donated foods in its disclosure of the value of donated foods to the recipient agency on its billing documents.
4. The food service management company will ensure compliance with the requirements of subpart C of 7 CFR part 250 and with the provisions of the distributing and or recipient agencies' processing agreements in the procurement of processed end products on behalf of the recipient agency, and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value.
5. The food service management company ensure the recipient agency that the food service management company will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR 250.
6. The distributing agency, subdistributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the food service management company's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
7. The food service management company shall will maintain records to document its compliance with 7 CFR 250.54(b).
8. Extensions or renewals of the contract, if applicable, are contingent upon fulfillment of all contract provisions relating to donated foods.

E. Recordkeeping and reviews

1. The food service management company must maintain the following records relating to the use of donated foods in its contract with the recipient agency:
 - a. The donated foods and processed end products received from, or on behalf of, the recipient agency, for use in the recipient agency's food service;
 - b. Documentation that it has credited the recipient agency for the value of all donated foods received for use in the recipient agency's food service in the school year, including, in accordance with the requirements in 7 CFR 250.51(a), the value of donated foods contained in processed end products; and
 - c. Documentation of its procurement of processed end products on behalf of the recipient agency, as applicable.
2. The recipient agency must ensure that the food service management company is in compliance with the requirements of this part through its monitoring of the food service operation, as required in 7 CFR parts 210, 225, or 226, as applicable.
3. The recipient agency must also conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the food service management company has credited it for the value of all donated foods received for use in the recipient agency's food service in the school year, including, in accordance with the requirements in 7 CFR 250.51(a), the value of donated foods contained in processed end products.

19. PURCHASES

- A. The FSMC shall purchase all food and non-food commodities at the lowest price possible, consistent with maintaining quality standards.
- B. Title to all items/products purchased by the FSMC shall remain with the LPS.
- C. The LPS reserves the right to require the FSMC to purchase from specific vendors or to disallow FSMC recommended vendors provided all requirements of Chapter 30B are followed.
- D. The FSMC may purchase from their owned or operated subsidiary facilities, if the purchase price is lower than the prices otherwise available in the area.
- E. The FSMC shall honor any existing contracts if advantageous to the LPS.

20. USE OF FACILITIES

- A. The LPS shall furnish, at its expense, space, light, heat, power, hot and cold water, and other utilities as are necessary for the operation of the food services to be furnished hereunder.
- B. The LPS shall make available without cost to the FSMC areas of the premises agreeable to both parties in which the FSMC shall render its services; such area or areas reasonably necessary for providing efficient food service, including suitable office space.
- C. The LPS may request of the FSMC additional food service programs however, the LPS reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the LPS regularly scheduled lunch or breakfast periods, provided such use does not interfere with the operations of the School Lunch and/or Breakfast and/or Special Milk Programs.
- D. The LPS will assist in promoting the use of the FSMC's services beyond breakfast and lunch in order to improve the financial solvency of the LPS's Food Service Program.
- E. If the LPS uses the facilities for extracurricular activities before or after the LPS regularly scheduled meal periods, the LPS shall return these facilities and equipment to the FSMC in the same condition as received, normal wear and tear accepted.
- F. If the FSMC uses the facilities for extracurricular activities before or after the LPS regularly scheduled meal periods, the contract provisions for the Cafeteria Workers Union must be adhered to, if applicable.

21. INVENTORY, EQUIPMENT, STORAGE

- A. The FSMC shall maintain the inventory of paper goods, silverware, chinaware, glassware, kitchen utensils and other expendable operating items necessary for the food service operation.
- B. The FSMC shall maintain adequate storage practices, inventory and control of federally donated foods in conformance with the rules, regulations, and procedures of the U.S.D.A.
- C. The FSMC shall provide locks for food storage areas under its direct supervision. Keys to those locks shall be provided by the FSMC to the LPS.
- D. The LPS shall furnish and install, in conjunction with the FSMC, any equipment or make any structural changes needed to comply with Federal, State and local laws.
- E. All food preparation and serving equipment owned by the LPS shall remain on the premises of the LPS.
- F. The LPS shall not be responsible for loss or damage to equipment owned by the FSMC and located on the LPS's premises.
- G. The FSMC shall notify the LPS of any equipment belonging to the FSMC on the LPS's premises within ten (10) days of its placement.
- H. The LPS shall provide any and all vehicles required for the operation of the program. The LPS shall be responsible for the operating costs (gas, oil, maintenance, insurance, registration, etc. for said vehicle(s)).

22. SANITATION

- A. The FSMC shall oversee the placement of garbage and trash in designated areas.
- B. The LPS shall contract for the removal of all garbage and trash from the designated areas.
- C. The FSMC shall oversee the routine cleaning of the kitchen area, including but not limited to freezers, refrigerators, stoves, sinks, counters, floors, tables, chairs, silverware and utensils.
- D. The FSMC shall operate and care for all equipment and food service areas (except walls, windows and lights) in a clean, safe and healthy condition in accordance with standards acceptable to the LPS and comply with all applicable laws, ordinances, regulations and rules of Federal, State and local authorities.
- E. The LPS shall be responsible for cleaning of ducts and hoods above the filter line and will provide extermination services as needed.
- F. The FSMC shall comply with all local and State sanitation requirements in the preparation of food.
- G. The FSMC shall be responsible for the cleaning of all chairs in the dining areas.
- H. The FSMC shall assure the LPS that all schools will have at least one "Serv-Safe" certified food service employee at each site during normal operations. Certification costs will be a cost of operations.

23. EMPLOYEES

Currently the LPS contracts with Aramark Educational Services, LLC to provide the operation and management of the food service program. All other food service workers (cafe workers, cook managers, and drivers) are working under the terms of a collective bargaining agreement between the Lowell School Committee and United Teachers of

Lowell, Local 495. The current collective agreement expires on June 30, 2014. The LPS desires to entertain proposals under which FSMC will provide the director and management staff to administer the food service program while all other food service workers (café workers, cook managers and drivers) remain as employees of the LPS on LPS payroll.

- A. The FSMC shall comply with all wage and hours of employment requirements of Federal and State Laws for any employees it may hire.
- B. All employees of the FSMC shall be paid in accordance with the Fair Labor Standard Act as amended and any other applicable statutes.
- C. The FSMC shall comply with Title VI of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Agriculture issued there under and any additions or amendments thereto.
- D. The FSMC shall provide Workman's Compensation for its employees.
- E. The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to use of LPS premises as established by LPS from time to time and which are furnished in writing to the FSMC.
- F. The FSMC shall maintain its own fringe benefits for its employees, subject to review by the LPS.
- G. The Food Service Director employed by the FSMC shall have a minimum of three (3) years experience working in a health or education setting.
- H. The FSMC shall provide the LPS with a list of its personnel policies.
- I. The LPS may request in writing the removal of an employee of the FSMC who violates health requirements or conducts himself/herself in a manner that is detrimental to the physical, mental, or moral well being of students and/or Staff of the LPS.
- J. Staffing patterns shall be determined by the FSMC after consultation and approval of the LPS.
- K. The FSMC shall provide the LPS with a schedule of employees, positions, assigned locations and scheduled hours, three full calendar weeks prior to the commencement of operation and upon assignment of new personnel or the re-assignment of existing staff.
- L. The LPS shall provide sanitary toilet facilities for the employees of the FSMC.
- M. All personnel assigned to each school shall be instructed by the LPS on the use of all emergency valves, switches and fire and safety devices in the kitchen and cafeteria areas.
- N. If applicable, the LPS will maintain an adequate staff of service personnel at all schools. This will include the use of substitute personnel when and where necessary.
- O. The LPS will conduct criminal reference checks (CORI) on all its food service personnel. All personnel employed by the FSMC will have an approved criminal reference check performed by the LPS.
- P. The FSMC must provide a complete description, as well as all related employee costs, for all FSMC employee benefits that will be provided, i.e. health insurance, retirement plan, sick days, holidays, vacations, etc.
- Q. The Deputy Superintendent of Finance and Operations is the primary contact with the FSMC for personnel changes and the Deputy Superintendent of Finance and Operations shall also be informed of personnel issues and shall be the primary contact for all other issues related to the Food Service Program.
- R. Training: The FSMC is responsible for providing all required training for all food service workers of the Management Company and the LPS. In addition, it is expected that the FSMC will train all food service workers annually about what components are required, as well as if there is an opportunity to convert an a-la cart meal to a Type A meal with addition of a single item. Also, all food service workers should be trained and educated on the nutritional value of the meals and the requirements of the contract and USDA.

24. EMERGENCY CLOSING

The LPS shall notify the FSMC of any prolonged interruption in utilities of which it has knowledge.

25. LICENSES, FEES, TAXES

- A. The FSMC shall be responsible for paying, as a cost of operation, all applicable taxes and fees, including but not limited to sales tax, state and local income taxes, payroll and withholding taxes.
- B. The FSMC shall obtain and post all applicable health permits for the LPS's facilities.
- C. The FSMC shall comply with all health and safety regulations required by Federal, State or local laws.
- D. The FSMC shall comply with all building rules and regulations.
- E. The FSMC shall have State or local health certification for any facility outside the LPS in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract.
- F. The FSMC shall certify under penalty of perjury that it has complied with all laws of the Commonwealth relating to taxes pursuant to G.L. C62C, S49A.

26. INCOME REIMBURSEMENT

- A. The FSMC shall receive all income from the program(s) and deposit it into the LPS's food service revolving account.
- B. If reimbursement is denied as a direct result of the failure of the FSMC to comply with the provisions of this contract, the FSMC shall assume responsibility for the amount denied.

27. FINANCIAL ACCOUNTING, BOOKS, AND RECORDS

- A. The FSMC shall bill the LPS for the estimated direct costs of operation incurred at the close of each month of program operation.
- B. The LPS shall make timely payments to the FSMC for the direct costs of operation plus management fee, after the submission of an invoice.
- C. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the LPS will need to meet monthly reporting responsibilities and shall submit monthly operating statements no later than the fifteenth (15) calendar day succeeding the month in which services were rendered; participation records shall be submitted no later than ten (10) working days succeeding the month in which services were rendered.
- D. The FSMC shall maintain records to support all allowable expenses appearing on the monthly operating statement in an orderly fashion according to expense categories.
- E. The FSMC shall provide the LPS with monthly and an annual statement.
- F. The LPS may audit food, labor and other large expense items monthly as well as perform random audits on smaller expense categories.
- G. The FSMC shall provide the LPS with an annual operations report as part of its end of the year.
- H. Books and records of the FSMC pertaining to the school food service operations shall be available to the LPS for a period of seven (7) years from the end of the fiscal year to which they pertain, for inspection and audit by either State or Federal representatives and/or auditors.
- I. No payment shall be made for meals that are spoiled or unwholesome at time of delivery, or do not meet the detailed specifications for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.
- J. Meal Equivalents- For the purposes of making meal count computations, the number of lunches/breakfasts/supplements served to children shall be determined by actual count. The FSMC and the LPS shall determine a la carte meal equivalents by dividing the a la carte revenue by the sum of the Federal and State of Massachusetts free meal reimbursement rate for the 2014-15 school year as described in Attachment G. A la carte revenue shall include a la carte sales to students only. If applicable, include revenue from vending machines.
- K. Adult meals and catering shall be tracked separately and not included in participation rates for students.

28. CONTRACT REQUIREMENTS AND LENGTH OF /TERMINATION

- A. The contract must comply with all requirements outlined in the DESE – LPS- SFMC Mandatory Contract Language and Unallowable Language. It will be the FSMC responsibility to complete the worksheet required by DESE for the DESE contract review process. If any sections of this RFP are contradictory to the DESE language then the DESE language shall prevail.
- B. The contract shall be for one (1) year with two (2) options of one (1) year renewals for up to a total of Three (3) years. The first year of the contract will start on July 1, 2016 and terminate on June 30, 2017.
- C. The contract may be extended by the LPS and FSMC under the rules and regulations prescribed by the Department of Education and Federal Regulations as prescribed by the United States Department of Agriculture as provided for under the General Laws of Massachusetts, Chapter 30 B, as adopted by the Lowell Public Schools.
- D. The LPS or the FSMC may terminate the contract, for cause, by giving sixty (60) days written notice, except: If the FSMC makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of FSMC insolvency. If anticipated revenues from Federal and State reimbursement are reduced and the FSMC submits in writing a proposal of recommended changes necessary to maintain program solvency, and the LPS persistently or repeatedly refuses or fails to grant or take appropriate action without prejudice and with seven (7) day written notice, terminate the contract.
- E. Neither the FSMC nor the LPS shall be responsible for any losses if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any acts not within the control of either the FSMC or the LPS, and which, by the exercise of due diligence, it is unable to prevent.

29. FINANCIAL ARRANGEMENTS

- A. All proposals shall be valid and may not be withdrawn for sixty (60) days after submission.
- B. The district's preference is that the program creates an annual surplus in the revolving account sufficient enough to address future capital needs for the program. However, the LPS desires at a minimum a "break-even" program, wherein all program income will be sufficient to cover all program costs outlined in the price proposal.
- C. In preparing their "PRICE" proposals, the FSMC should state its capabilities and approach to operating at a surplus and at a minimum operating a "break-even" program and they must indicate any conditions, qualifications or financial arrangements that are required to achieve either goal.
- D. Reporting Requirements as follows:
 - Program Application Renewals FP-1A
 - Claims for Reimbursement FP-6, FP6A, FP6B
 - Cost allocations FP-6B #7 (breakfast Costing form)
 - Commodity Orders
 - Supplemental Financial Report
 - Ledgers and Program Income and Disbursements
 - Meals Tax MAB-4C and ST—MAB-4
 - Inventory Costing – purchased, USDA Food and Supplies
 - Profit and Lost Statements
 - Financial Statements
 - End of the Reports for DOE Records
 - Daily Potential Income Sheets
 - Daily Meal and Milk Count Records
 - Daily Meal Production Records Costing
 - Approving, checking, submitting invoice and employee time sheets for payment
 - Costing all USDA commodities
- E. Signature Authority
 - The LPS retains signature authority on the SA-LPS agreement and the following related document reports:
 - Free/Reduced application process, including hearing and verifying free and reduced meal applications
 - LPS's free and reduced price policy statement and agreement
 - Monthly claims for reimbursement
 - Commodity Order Forms

30. COST REIMBURSEMENT

- The LPS will pay allowable costs from the nonprofit Food Service account to the FSMC net of all discounts, rebates and other applicable credits accruing to or received by the FSMC or any assignee under the contract to the extent those credits are allocable to the allowable portion of the costs billed to the LPS.
- The FSMC must separately identify for each cost submitted for payment to the LPS the amount of the cost that is allowable (can be paid for the LPS's nonprofit Food Service account) and the amount that is unallowable (can not be paid from the LPS's non profit Food Service account).

31. ALLOWABLE COSTS

The FSMC's determination of its allowable cost must be made in compliance with the applicable USDA and program regulations.

32. DISCOUNTS, REBATES & OTHER APPLICABLE CREDITS

- A. The FSMC must identify the amount of each discount, rebate and other applicable credit with the bills and invoice presented to the LPS for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.
- B. The FSMC will identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to the conclusion of the contract in the contract.
- C. The FSMC must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the LPS, the Massachusetts Department of Elementary and Secondary Education or the USDA.
- D. All payment discounts, rebates and allowances obtained from vendors must deposited to the LPS food services revolving account.

33. PROPOSAL FORMAT

Interested firms must submit the following information based on the scope of work and selection criteria outline in earlier sections.

All proposals must be submitted in 8 ½" X 11" sheets of paper. **“NON-COST PROPOSAL” submission must include one original and five (5) copies of the proposal and one original (1) copy of their “COST PROPOSAL” proposal.** Proposal should be submitted and clearly label with the following:

Title: PROPOSAL FOR OPERATION AND MANAGEMENT OF THE SCHOOL
FOOD SERVICE PROGRAM
From: Name and Address of Proposer
To: P. Michael Vaughn
City of Lowell Purchasing Department
375 Merrimack Street
Lowell, MA 01852

Each proposal must include the following sealed information:

<p><u>NON-COST PROPOSAL</u> FOR OPERATION AND MANAGEMENT OF THE SCHOOL FOOD SERVICE PROGRAM</p> <p><u>COST PROPOSAL</u> FOR OPERATION AND MANAGEMENT OF THE SCHOOL FOOD SERVICE PROGRAM</p>

Each proposal will be embargoed upon opening until such time as the City of Lowell Public Schools has completed the evaluation and selection process.

The City of Lowell Public Schools reserves the right to reject any and all Proposals that do not meet the submission requirements, minimum and comparative criteria. Failure to submit documents requested may result in the determination that your proposal is non-responsive.

A. NON-COST PROPOSAL FOR OPERATION AND MANAGEMENT OF THE SCHOOL FOOD SERVICE PROGRAM

The FSMC is instructed to submit the following information:

1. TRANSMITTAL LETTER

Each proposal shall include a letter of transmittal, not to exceed two pages in length, which bears the signature of an authorized representative of the prime contractor and designates by name not more than two (2) individuals who will execute the contract with the City of Lowell Public Schools on behalf of the prime contractor. The letter of transmittal shall also state that the proposal will remain in effect for a period of sixty (60) calendar days after the deadline for submission of proposals.

The letter of transmittal may also briefly set forth any particular non-cost information the proposer wishes to bring to the City of Lowell's attention and **MUST NOT IDENTIFY ANY INFORMATION IN THE COST PROPOSAL.**

2. GENERAL CONDITIONS:

- Consent of Surety
- Certificate of Insurance
- Proof of Visitation Schedule
- Audited Annual Report
- Affirmative Action Plan
- Non-Collusion Form and Tax Compliance Form (Exhibit A and B)

3. PLAN OF SERVICES:

A complete description of all services to be provided, including method of operation as well as operating systems and procedures.

4. TRAINING AND SAFETY PROGRAMS:

- Training Programs for Management and Hourly Employees
- A Food Handling, Housekeeping and Sanitation Program
- Nutrition Education/Awareness Program
- Service and Merchandising Programs

5. PERSONNEL

- Top to bottom site based and non site based Organizational Chart
- Qualifications and Experience of FSMC On-Site Management (Director and Assistant) /Administrative Personnel to be assigned to the food service program.
- Qualifications of Dietician assigned to support program
- Staffing Schedules (The staffing schedules that are to be included in the "NON-PRICE" portion of the proposal should indicate school, positions, and daily hours only. Wage rates/salaries and total labor cost should not be included in the "NON-PRICE" portion of the proposal.)
- Support Staff Visitation Schedule
- Transition plan to include procedures, activities, timeline, and personnel involved in the transition and implementation of services.
- Copy of Personnel Policies

6. ACCOUNTING & FINANCE

- School Food Service Accounting System including financial controls and cash management plan
- Grants applied for by the FSMC in partnership with the LPS
- Complete description as well as related employee costs for all FSMC employee benefits that will be provided, i.e. health insurance, retirement plan, sick days, holidays, vacations, etc.
- Samples of: Monthly Invoices and P & L Statements

7. MENU

- Twenty-One (21) Day Cycle Menu for high, middle and elementary.
- Daily Menu Pattern for high, middle and elementary.
- Summer feeding cycle menu
- Proposed ala-carte and vending items
- Catering menu
- Marketing program
- The FSMC must demonstrate and provide evidence on how they will assist the LPS in the implementation of "The Childhood Nutrition and Reauthorization Act of 2004"

8. COMMUNITY

- Evidence of collaborative efforts with students, parents, and school personnel in the operation of the Lunch Program
- Evidence of the FSMC commitment to be involved in the community

9. NUTRITION EDUCATION/AWARENESS PROGRAM

- Evidence of the FSMC involvement in assisting LPS's development and implementation of a nutrition education and awareness program
- Evidence of a Child Nutrition Advisory Council, at its Corporate level, to ensure that it will be able to assist the LPS in the implementation of "The Child Nutrition and Reauthorization Act of 2004"

10. SIMILAR SERVICES

- School district(s) client list with name(s), student enrollment, years of service, contact name(s), address(es) and telephone number(s).
- Summary of the FSMC past experience in operating school food service programs, including size of school districts in terms of student enrollment, current participation rates, growth in participation rates within the same district, growth in profitability rates within the same district, and food service operating budget.
- Evidence of supplying food on a contract basis for other organization’s feeding programs using the LPSs staff and facilities.

11. REFERENCES

- The FSMC will indicate the number of years their company has been in business, and the number of years it has been in the business of operating and managing a school food service program.
- The FSMC will provide at least four references including a company name, contact person and telephone number from similar sized school districts that can testify to the quality of the company’s support staff, procedures and experience in operating a school food service program.
- The FSMC will provide at least four references including a company name, contact person and telephone number which can testify to the effectiveness of the company’s training program (may or may not be the same as the above).
- Please include a list of clients lost during the last 18 months including a contact person and telephone number, if any.

12. MINIMUM CRITERIA/BIDDER QUALIFICATIONS

Each bidder must address each item in SECTION 33. - MINIMUM CRITERIA/BIDDER CRITERIA

13. PROCUREMENT SPECIFICATIONS

Minimum Requirements:

Dairy Products.....	Grade A
Meat.....	USDA Inspected Choice
Fish.....	U.S. Grade A
Poultry.....	Government Inspected Grade A
Canned Fruit & Vegetables.....	U.S. Grade A Choice
Fresh Fruits & Vegetables.....	U.S. No. 1 Grade
Bread.....	Packaged bread and buns to be manufacturers dated for freshness

Note: With the exception of government commodity canned fruits and vegetables, canned fruits and vegetables will not be permitted.

14. ADDITIONAL INFORMATION

Any other information not requested above which the FSMC deems pertinent.

32. MINIMUM EVALUATION CRITERIA

Other than the legal documents required by state statute, the following items are the minimum criteria that each proposal must demonstrate before being considered for the comparative criteria evaluation. A summary page addressing each point below is required.

- A. Does the proposer have 5 years experience in managing public school food service programs in districts K-12 with comparable enrollment to the City of Lowell Public School District? (Section 33-A.10)
- B. Has the proposer conditioned or qualified the proposal beyond prescribed limits or instructions?
- C. Has the proposer confirmed management team to consist of a full-time Food Service Director and assistant(s) and are resumes included? (Section 33-A.5)
- D. Is the average participation rate at the proposer’s comparable district sites for the FY 2014-2015 at a minimum 51%? (Section 33-A.10)
- E. Has the average participation rate at the proposer’s comparable site, for the last three years, shown a progressive increase? (Section 33.A.10)

- F. Has all of the information requested in Section 33-A, 1 -14 been included and presented in a manner where each item is easily located and understood.

33. COMPARATIVE EVALUATION CRITERIA

Proposals will be evaluated and the contract awarded in compliance with applicable statutes of the Commonwealth of Massachusetts. The City of Lowell Public Schools, acting through its School Committee, reserves the right to accept or reject any or all proposals, to waive any immaterial informality therein, and to advertise for new proposals where the acceptance, waiver, or re-advertisement would be in the best interest of the City of Lowell Public Schools.

The objective is to obtain the services most advantageous to its needs at the lowest cost. The Lowell Public Schools will evaluate all proposals for conformity to the requirements and to the degree for which they satisfy the minimum criteria and objectives as defined in this Request for Proposal. It is expected the Lowell Public Schools shall award the contract within 60 days of receipt of proposals. The contract shall be awarded by majority vote of the School Committee of the City of Lowell.

The following Comparative Evaluation Criteria will be reviewed for all proposals meeting the Minimum Evaluation Criteria. The awarding authority reserves the right to weigh each section differently in making their selections; however the LPS will weigh each section equally for each proposal.

The proposer is responsible to see that this information is easily available and understood by the reviewer. The section where the reviewer should be able to easily find and understand the information is listed after each criterion.

A summary page addressing each below point is required.

A. Proposer/Company Background Length of Experience:

1. New England School Food Service Background (Section 30-I):

Ten years or more of operating experience with public school food service programs in New England districts Kindergarten through Grade 12.	Highly Advantageous
More than five years and less than ten years of operating experience with public school food service programs in New England districts Kindergarten through Grade 12.	Advantageous
Zero to Five years of operating experience with public School food service programs in New England districts Kindergarten through Grade 12.	Not Advantageous
New start-up Business, first venture	Unacceptable

2. Food Service Management Background (Section 30-I):

Twenty (20) years or more	Highly Advantageous
Ten (10) to nineteen (19) years	Advantageous
Five (5) to nine (9) years	Not Advantageous
Less than five (5) years	Unacceptable

3. Number of Current Food Service Contracts (Section 30-I):

Twenty (20) or more	Highly Advantageous
Fifteen (15) to nineteen (19)	Advantageous
Ten (10) to fourteen (14)	Not Advantageous
Less than ten (10)	Unacceptable

4. Number of Food Service Contacts Lost: (Section 30-I):

The FSMC has indicated zero (0) accounts lost in New England in the last five (3) years.	Highly Advantageous
The FSMC has indicated having loss one or two accounts in New England in the last five (3) years.	Advantageous
The FSMC has indicated having loss three or four accounts in New England in the last five (3) years.	Not Advantageous
The FSMC has indicated a loss of five or more accounts in New England in the last five (3) years	Unacceptable

B. Proposed Start Up Date (Section 30-B):

July 1, 2016 (if summer program is required)	Highly Advantageous
After July 1, 2016 (if summer program is required)	Unacceptable
Before August 15, 2016 (no summer program)	Highly Advantageous
After August 15, 2016 (no summer program)	Unacceptable

C. Nutrition Education/Awareness Programs Offered by the FSMC (Section 30-H):

The FSMC will provide a program designed especially for public school age children 10 times per year.	Highly Advantageous
The FSMC will provide a program designed especially for public school age children 6 to 9 times per year	Advantageous
The FSMC will provide a program designed especially for public school age children 2 to 5 times per year.	Not Advantageous
The FSMC will provide a program designed especially for public school age children less than 2 times per year	Unacceptable

D. Employee Training Programs (Section 30-C):

The program is specific, written and well documented.	Highly Advantageous
A written program that is vague, not specific.	Advantageous
No written proposal just suggestions.	Not Advantageous
No training proposal.	Unacceptable

E. Staff Development / Safety Training Programs (Section 30-C): (Proposer should submit actual training materials and programs that will be used.)

Training sessions conducted 10 times per year	Highly Advantageous
Training sessions conducted 6 to 9 times per year.	Advantageous
Training sessions conducted 2 to 5 times per year	Not Advantageous
Training sessions conducted less than 2 times per year	Unacceptable

F: Qualifications and Experience of the Food Service Director (Section 30-D):

1. Work Experience

More than five (5) years work experience in public school food service	Highly Advantageous
Three (3) to five (5) years work experience in public school food service.	Advantageous
One (1) to Three (3) years work experience in public school food service.	Not Advantageous
Less than one year's work experience in public school food service.	Unacceptable

2. Educational Experience:

The food service director has a college education with a degree in a food service related program.	Highly Advantageous
The food service director has a college education with a bachelor's degree in a field other than food service	Advantageous
The food service director has had college courses in a food service or related fields or comparable work experience	Not Advantageous
The food service director has minimal or no food service related experience.	Unacceptable

G. Qualifications of the Dedicated Regional Dietician (Section 30-C):

BS degree in Dietetics CADE Accredited and/or Registered Dietician. Two to three years experience with multiple account responsibility.	Highly Advantageous
SNS (School Nutrition Specialist) credentialed, Serv Safe Certified and FMP (Food Management Professional). Zero to 2 years experience with multiple account responsibility.	Advantageous
Has dual roles as a foodservice director at another district or Lack of foodservice operational experience.	Not Advantageous
The candidate has minimal or no food service experience as a dietician.	Unacceptable

H. Student Participation Rate (Section 30-I):

The average participation rate at the proposer's comparable sites for the FY 2014-2015 school year is 71% or higher	Highly Advantageous
The average participation rate at the proposer's comparable sites for the FY 2014-2015 school year is 61% to 70%.	Advantageous
The average participation rate at the proposer's comparable sites for the FY 2014-2015 school year is 51% to 60%.	Not Advantageous
The average participation rate at the proposer's comparable sites for the FY 2014-2015 school year is less than 50%.	Unacceptable

I. Computer Equipment and Related Software (Section 30-C):

Evidence of a Computerized Food Service Program for Personnel Management, Food Production Scheduling, Financial Management, Inventory and Quality Control used in current contracts	Highly Advantageous
Proposed in this RFP	Advantageous
To be discussed	Not Advantageous
No equipment or software	Unacceptable

J. Commitment to community involvement (Section 30-G) :

Evidence of participation in 10 or more community activities in the past year	Highly Advantageous
Evidence of participation in 5 to 10 community activities in the past year	Advantageous
Evidence of participation in 1 to 5 community activities in the past year	Not Advantageous
No evidence of community involvement	Unacceptable

K. Grant Awards (Section 30-E)

Evidence of FSMC initiated grant funding	Highly Advantageous
Evidence of partnering with the LPS to receive grant funding	Advantageous
No evidence of Grant Awards	Unacceptable

L. Menu (Section 30-F)

1. Secondary Schools

Four (4) or more distinct high quality menu offerings each day	Highly Advantageous
Three (3) or more distinct high quality menu offerings each day	Advantageous
Less than 3 distinct high quality menu offerings each day	Unacceptable

2. Elementary Schools

Three (3) or more distinct high quality menu offerings each	Highly Advantageous
Two (2) or more distinct high quality menu offerings each	Advantageous
Less than 2 distinct menu high quality offerings each day	Unacceptable

3. Catering Menu

Menu offers a wide variety of pricing options and food Selections	Highly Advantageous
Menu offers one tier of pricing and wide variety of food Offerings	Advantageous
Limited catering menu	Not Advantageous
No menu	Unacceptable

M. Overall quality of information submitted under section 30B-J

All materials provided as requested, with detailed and specific examples and descriptions of all programs, personal	Highly Advantageous
Most materials provided with details and specific examples and descriptions of all programs and personnel	Advantageous
Descriptions of programs are non-specific or vague	Unacceptable

N. Use of Locally Produced Foods

Engages in USDA’s Farm to School initiative in an effort to connect schools (K - 12) with MA/NH local farms in order to serve healthy meals using locally produced foods to maximize the use of MA/NH locally-grown products, including but not limited to fruits, vegetables, and dairy products, whenever possible.

Engages in USDA’s Farm to School initiative in an effort to connect schools (K - 12) with MA/NH local farms in order to serve healthy meals using locally produced foods to maximize the use of MA/NH locally-grown products, including but not limited to fruits, vegetables, and dairy products, whenever possible. Breakfast and lunch menu offerings include at least twenty (20) locally produced items (within the five (5) New England states) each month.	Highly Advantageous
Engages in USDA’s Farm to School initiative in an effort to connect schools (K - 12) with MA/NH local farms in order to serve healthy meals using locally produced foods to maximize the use of MA/NH locally-grown products, including but not limited to fruits, vegetables, and dairy products, whenever possible. Breakfast and lunch menu offerings include at least ten (10) locally produced items (within the five (5) New England states) each month.	Advantageous

Engages in USDA's Farm to School initiative in an effort to connect schools (K - 12) with MA/NH local farms in order to serve healthy meals using locally produced foods to maximize the use of MA/NH locally-grown products, including but not limited to fruits, vegetables, and dairy products, whenever possible. Breakfast and lunch menu offerings include at less than five (5) locally produced items (within the five (5) New England states) each month.	Unacceptable
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O. Number of Food Service Contracts Lost

The FSMC has indicated zero (0) accounts lost in New England in the last three (3) years.	Highly Advantageous
The FSMC has indicated having lost one (1) or two (2) accounts in New England in the last three (3) years.	Advantageous
The FSMC has indicated having lost three (3) or four (4) accounts in New England in the last three (3) years.	Not Advantageous
The FSMC has indicated having lost five (5) or more accounts in New England in the last three (3) years	Unacceptable

B. COST PROPOSAL FOR OPERATION AND MANAGEMENT OF THE SCHOOL FOOD SERVICE PROGRAM

All Cost Proposals must be submitted in 8 ½" X 11" sheets of paper. A separate package containing one original copy of the Cost Proposal (see EXHIBIT C form) must be labeled and submitted as follows:

Title: **COST PROPOSAL FOR OPERATION AND MANAGEMENT OF THE SCHOOL FOOD SERVICE PROGRAM**

From: Name and Address of Proposer

Each cost proposal **must contain**, as a minimum, the following documents:

Each "PRICE" proposal must contain the following Financial Support Schedules:

1. Cost Proposal (see EXHIBIT C form)
2. Detail of costs charged to the LPS by the FSMC
3. Bid Bond

Each proposal must be signed by an authorized agent of the proposer.

34. REMEDIES OF THE LOWELL PUBLIC SCHOOLS

- If the FSMC fails to perform services or perform services in a manner which is not pursuant to the terms and conditions of this contract, the LPS may make any reasonable purchase or contract to purchase services in substitution from service due from the FSMC, and may deduct the cost of any substitute contract, or the damages sustained by the LPS due to non-performance or non-conformance of services, together with incidental and consequential damages from the contract price, and shall withhold such damages from the sums due or to become due.
- If damages sustained by the LPS as determined by the Deputy Superintendent of Finance and Operations exceed sums due or to become due, the FSMC shall pay the difference to the City of Lowell School Committee upon demand.
- The FSMC shall not be liable for any damages sustained by the LPS due to the FSMC's failure to perform services under the terms of this contract, if such failure is in fact caused by the occurrence of a contingency, the non-occurrence of which was a basic assumption, under which this contract was made, including but not limited to, a state of war, act of enemies, embargoes, appropriation or confiscation of facilities us by the FSMC, and labor strike, or by compliance with any federal, state, or municipal government regulation or order, provided that the FSMC has notified the LPS in writing of such cause within three days of its occurrence.
- The FSMC agrees that if it is determined at any time by the LPS that the FSMC has substantially violated any of the provisions of this contract, the LPS shall after having given the FSMC a hearing; terminate this contract any time for cause with 60-day notification. Determination may be based on default in performance, nonconformity of performance, deficiency excused by failure or pre-supposed conditions, breach of the terms and conditions of this contract, failure in any respect to perform the service with promptness and diligence, bankruptcy, receivership or a general assignment for the benefits of the FSMC's creditors impairs the value of service under this contract.

35. REMEDIES OF THE FSMC

The FSMC may cancel for cause with 60 day notification.

36. METHOD OF AWARD

A contract will be awarded to the responsive and responsible FSMC offering the highest quality program at the lowest total price to the City of Lowell Public Schools. The Lowell Public Schools will determine the advantageous proposal from a responsible and responsive FSMC, taking into consideration price and all evaluation criteria set forth in this RFP.

It is the intent of the LPS to accept the proposal that will best promote the public interest and is most advantageous to the LPS. The minimum and comparative criteria will be used in evaluating all proposals. The FSMC must submit with their proposal information regarding said criteria.

EXHIBIT A - NON-COLLUSION STATEMENT

The following certificate is required by Massachusetts General Laws, c. 40 s. 4b-1/2. Please include it in your non-cost proposal.

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. 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.

Name of person signing proposal

Name of Company

EXHIBIT B - TAX COMPLIANCE STATEMENT

I certify under penalties of perjury that I, to the best of my knowledge and belief, have filed all tax returns and paid all state taxes required under law.

* Signature of Individual
or Corporate Name (Mandatory)

Corporate Officer

** Social Security Number
(Voluntary or Federal Id Number)

* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G.L. c. 62C s. 49A.

EXHIBIT C. COST PROPOSAL



CITY OF LOWELL
PURCHASING DEPARTMENT
375 MERRIMACK STREET
LOWELL, MA 01852

**REQUEST FOR PROPOSALS FOR OPERATION AND MANAGEMENT
OF THE SCHOOL FOOD SERVICE PROGRAM**

Please include this document in the COST PROPOSAL envelope. Including this document in the NON-COST proposal will result in IMMEDIATE DISQUALIFICATION.

To: The AWARDING AUTHORITY

Name of Bidder/Company

Signature of Corporate Officer

The undersigned proposes to provide for the operation and management of the school food service program for the Lowell Public Schools according to the specifications dated January 18, 2016, for the Contract Price specified below, subject to additions and deductions according to the terms of the Contract Documents.

The undersigned bidder has received Addenda numbered _____ and has included their provisions in his bid.

NON-COLLUSION CERTIFICATE: The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word “person” shall mean any natural person, joint venture, partnership, corporation, or any other business or legal entity.

In submitting this bid, I agree:

1. To hold my bid open for thirty days after the date of bid opening.
2. To accept the provisions of the Scope of Services.
3. To enter into and accept a contract with the City of Lowell School Department in an approved form, to perform and furnish all services scheduled in the Contract Documents for the Contract Price indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.

CONTRACT: The undersigned agrees that, if he is selected as the successful proposer he will, within ten days (10), Saturdays, Sundays and legal holidays excepted after presentation thereof by the Awarding Authority and execute a contract in accordance with the terms and conditions of bid.

**EXHIBIT C. COST PROPOSAL
REQUEST FOR PROPOSALS FOR OPERATION AND MANAGEMENT
OF THE SCHOOL FOOD SERVICE PROGRAM**

YEAR ONE: September 01, 2016 through June 30, 2017
FINANCIAL BUDGET PROJECTIONS

INCOME	
Cash	
Reimbursement	
TOTAL INCOME	

EXPENSES	
Food	
Less: Rebates/ Manufacturers Incentives	
Labor	
Administrative Fee	
Management Fee (\$ per meal)	
Other Expenses	
TOTAL EXPENSES	

PROFIT (LOSS)	
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**EXHIBIT C. COST PROPOSAL
REQUEST FOR PROPOSALS FOR OPERATION AND MANAGEMENT
OF THE SCHOOL FOOD SERVICE PROGRAM**

YEAR ONE: September 01, 2016 through June 30, 2017

Annual Income Summary

CASH INCOME	
Paid Meals	
Reduced Meals	
A La Carte/Vending	
Adult Meals	
Other	
CASH INCOME	
REIMBURSEMENTS	
Paid Meals	
Reduced Meals	
Free Meals	
TOTAL EXPENSES	
TOTAL ALL INCOME	

Annual Other Expenses Summary

OTHER EXPENSES	
Cafeteria Supplies	
Insurance	
Promotions	
Office Supplies	
Uniforms	
Repairs	
Replacements	
Commodity Delivery	
Licenses	
Mileage Reimbursement	
Performance Bond	
Free Meals	
Other:	
Other:	
Other:	
TOTAL OTHER EXPENSES	

**EXHIBIT C. COST PROPOSAL
REQUEST FOR PROPOSALS FOR OPERATION AND MANAGEMENT
OF THE SCHOOL FOOD SERVICE PROGRAM**

YEAR ONE: September 01, 2016 through June 30, 2017

Labor Cost Summary

SALARIES	
	Annual Proposal Costs
Food Service Director	
Secretary/Administrative Support	
Drivers	
Hourly Wages	
Other:	
Other:	
Other:	
TOTAL	

OTHER PAYROLL COSTS	
	Annual Proposal Costs
FICA	
Worker's Compensation	
Federal Unemployment	
State Unemployment	
Health Insurance (FSMC employees)	
Health Insurance (LPS employee)	
Life Insurance	
Retirement/Pension Plan	
Longevity	
Other:	
Other:	
Other:	
TOTAL	

**EXHIBIT C. COST PROPOSAL
REQUEST FOR PROPOSALS FOR OPERATION AND MANAGEMENT
OF THE SCHOOL FOOD SERVICE PROGRAM**

YEAR TWO: September 1, 2017 through June 30, 2018
FINANCIAL BUDGET PROJECTIONS

INCOME	
Cash	
Reimbursement	
TOTAL INCOME	

EXPENSES	
Food	
Less: Rebates/ Manufacturers Incentives	
Labor	
Administrative Fee	
Management Fee (\$ per meal)	
Other Expenses	
TOTAL EXPENSES	

PROFIT (LOSS)	
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**EXHIBIT C. COST PROPOSAL
REQUEST FOR PROPOSALS FOR OPERATION AND MANAGEMENT
OF THE SCHOOL FOOD SERVICE PROGRAM**

YEAR TWO: September 1, 2017 through June 30, 2018

Annual Income Summary

CASH INCOME	
Paid Meals	
Reduced Meals	
A La Carte/Vending	
Adult Meals	
Other	
CASH INCOME	
REIMBURSEMENTS	
Paid Meals	
Reduced Meals	
Free Meals	
TOTAL EXPENSES	
TOTAL ALL INCOME	

Annual Other Expenses Summary

OTHER EXPENSES	
Cafeteria Supplies	
Insurance	
Promotions	
Office Supplies	
Uniforms	
Repairs	
Replacements	
Commodity Delivery	
Licenses	
Mileage Reimbursement	
Performance Bond	
Free Meals	
Other:	
Other:	
Other:	
TOTAL OTHER EXPENSES	

**EXHIBIT C. COST PROPOSAL
REQUEST FOR PROPOSALS FOR OPERATION AND MANAGEMENT
OF THE SCHOOL FOOD SERVICE PROGRAM**

YEAR TWO: September 1, 2017 through June 30, 2018

Labor Cost Summary

SALARIES	
	Annual Proposal Costs
Food Service Director	
Secretary/Administrative Support	
Drivers	
Hourly Wages	
Other:	
Other:	
Other:	
TOTAL	

OTHER PAYROLL COSTS	
	Annual Proposal Cost without employees
FICA	
Worker's Compensation	
Federal Unemployment	
State Unemployment	
Health Insurance (FSMC employees)	
Health Insurance (LPS employee)	
Life Insurance	
Retirement/Pension Plan	
Longevity	
Other:	
Other:	
Other:	
TOTAL	

**EXHIBIT C. COST PROPOSAL
REQUEST FOR PROPOSALS FOR OPERATION AND MANAGEMENT
OF THE SCHOOL FOOD SERVICE PROGRAM**

YEAR THREE: September 1, 2018 through June 30, 2019
FINANCIAL BUDGET PROJECTIONS

INCOME	
Cash	
Reimbursement	
TOTAL INCOME	
EXPENSES	
Food	
Less: Rebates/ Manufacturers Incentives	
Labor	
Administrative Fee	
Management Fee (\$ per meal)	
Other Expenses	
TOTAL EXPENSES	
PROFIT (LOSS)	

**EXHIBIT C. COST PROPOSAL
REQUEST FOR PROPOSALS FOR OPERATION AND MANAGEMENT
OF THE SCHOOL FOOD SERVICE PROGRAM**

YEAR THREE: September 1, 2018 through June 30, 2019

Annual Income Summary

CASH INCOME	
Paid Meals	
Reduced Meals	
A La Carte/Vending	
Adult Meals	
Other	
CASH INCOME	
REIMBURSEMENTS	
Paid Meals	
Reduced Meals	
Free Meals	
TOTAL EXPENSES	
TOTAL ALL INCOME	

Annual Other Expenses Summary

OTHER EXPENSES	
Cafeteria Supplies	
Insurance	
Promotions	
Office Supplies	
Uniforms	
Repairs	
Replacements	
Commodity Delivery	
Licenses	
Mileage Reimbursement	
Performance Bond	
Free Meals	
Other:	
Other:	
Other:	
TOTAL OTHER EXPENSES	

**EXHIBIT C. COST PROPOSAL
REQUEST FOR PROPOSALS FOR OPERATION AND MANAGEMENT
OF THE SCHOOL FOOD SERVICE PROGRAM**

YEAR THREE: September 1, 2018 through June 30, 2019

Labor Cost Summary

SALARIES	
	Annual Proposal Costs
Food Service Director	
Secretary/Administrative Support	
Drivers	
Hourly Wages	
Other:	
Other:	
Other:	
TOTAL	

OTHER PAYROLL COSTS	
	Annual Proposal Costs
FICA	
Worker's Compensation	
Federal Unemployment	
State Unemployment	
Health Insurance (FSMC employees)	
Health Insurance (LPS employee)	
Life Insurance	
Retirement/Pension Plan	
Longevity	
Other:	
Other:	
Other:	
TOTAL	

**EXHIBIT C. COST PROPOSAL
REQUEST FOR PROPOSALS FOR OPERATION AND MANAGEMENT
OF THE SCHOOL FOOD SERVICE PROGRAM**

FINANCIAL BUDGET PROJECTIONS

TIME PERIOD	EXPENSES
YEAR ONE: September 1, 2016 through June 30, 2017	
YEAR TWO: September 1, 2017 through June 30, 2018	
YEAR THREE: September 1, 2018 through June 30, 2019	
TOTAL CONTRACT PRICE	

The proposed Total Contract Price is \$ _____

(_____)
in words

**EXHIBIT C. COST PROPOSAL
REQUEST FOR PROPOSALS FOR OPERATION AND MANAGEMENT
OF THE SCHOOL FOOD SERVICE PROGRAM**

BIDDER INFORMATION

Name of Bidder: _____

Address: _____

Telephone: _____

Date: _____

Email Address: _____

REQUEST FOR PROPOSALS

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ATTACHMENTS

- A. School Calendar for the 2014-2015
- B. School Year 2014-2015 Enrollment and Free and Reduced Calculations, and CEP calculations
- C. Free And Reduced Policy
- D. Collective Bargaining Agreement, Food Service Workers and Cook Manages and Amendment
- E. Wellness Policy and Nutrition Guidelines
- F. Job Description
- G. FY14-15 and FY15-16 MDESE Reimbursement Rates
- H. School Locations
- I. School Year 2013-2014 and 2014-2015 Meal Statistics
- J. Sample Menus
- K. SY 15/16 current food service staffing levels by school including position, schedule hours, wage rates and benefits
- L. SY14/15 Food Service Profit and Loss Statement
- M. FY14Audit – City of Lowell
- N. FY12 Audit – Food Service Revolving Fund Review
- O. Massachusetts Department of Elementary & Secondary Education, SFA-FSMC Mandatory Contract Language and Unallowable Contract Language
- P. School Year 2014-2015 State and Federal Reimbursements