

Child Nutrition Programs

Request for Proposal

School District/Public Entity: Somerset Academy of Las Vegas- Losee ES Campus, Losee MHS Campus, North Las Vegas Campus and Stephanie Campus

Solicitation Number: 1-2017

Solicitation Due Date/Time: April 21, 2017/12:00 NOON

Submittal Location: ACADEMICA NEVADA, 6630 SURREY ST, LAS VEGAS, NEVADA 89119

Description of Procurement:

Competitive sealed proposals for materials or services specified will be received by the Somerset Academy of Las Vegas at the aboved specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read. **Any meal vendor submitting a proposal to provide vended meals to be used in the National School Lunch Program must be registered with the Nevada Department of Agriculture, be approved as a meal vendor and be in good standing with the Food and Nutrition Programs.**

Offers must be in the actual possession of the Somerset Academy of Las Vegas on or prior to the time and date, and at the submittal location indicated above. Offers must be delivered at the stated address and will be recorded at the stated date and time received. Offers received in unidentified envelopes are sent at the Offeror's risk and the SFA will assume no responsibility as to receipt. Offers received after the date and time indicated on the RFP cover sheet will be date and time stamped received and returned to the Offeror. It will be the Offeror's responsibility to get the offer to the correct location on both the date and time specified in this RFP. Additional instructions for preparing an offer are included in this Solicitation. **Late offers will not be considered.**

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be typewritten using Arial Unicode MS font type, twelve (12) font size and single space sentencing. Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the RFP to which they pertain. Please submit one (1) original with five (5) exact copies and one (1) electronic copy for a total of six (6) hardcopies and one (1) electronic copy.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Procurement Officer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Procurement Officer: Rebecca Fitzgerald, Academica Nevada
6630 Surrey St., Las Vegas, Nevada 89119
702-431-6260
NSLP.RFP@somersetnv.org

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OFFER AND AWARD
Solicitation No. 1-2017

The Undersigned hereby offers and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications, and amendments in the solicitation.

Company Name	Name of Person Authorized to Sign Offer
Street Address	Title of Authorized Person
City State Zip Code	Signature of Authorized Person \Date of Offer
Telephone Number	Facsimile Number
Offeror's Nevada Business License Number	Offeror's Federal Employer Identification Number

Acknowledgement of Amendment(s): <i>(Offeror acknowledges receipt of amendment(s) to the Solicitation for Offers and related documents numbered and dated).</i>	Amendment No./Date _____ _____ _____	Amendment No./Date _____ _____ _____
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ACCEPTANCE OF OFFER AND CONTRACT AWARD

No. 1-2017

Your Offer, dated _____, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the Solicitation and your Offer, as accepted by the SFA.

This Contract shall henceforth be referred to as Contract Number _____.

Somerset Academy of Las Vegas	Date
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Vendor Name

RFP#

**Somerset Academy of Las Vegas – Losee ES Campus, Losee MHS Campus,
North Las Vegas Campus and Stephanie Campus**

Vended Meal RFP Checklist

This checklist must be completed and submitted by the Vendor to Somerset Academy of Las Vegas as part of its proposal in response to RFP 1-2017.

Please check and initial in blue ink each box signifying that the information/documents are being submitted as part of the Vendor’s proposal. Clearly outline and identify the materials and responses by tab and page number. Outline in sequential order the major areas of this proposal, including enclosures. All pages must be consecutively numbered and correspond to the RFP’s table of contents. Ensure that each item is thoroughly addressed as is specified within the RFP. Please ensure that the Offer submitted is complete in its entirety.

<u>ITEM</u>	<u>INITIALS</u>
<input type="checkbox"/> Offer and Award	_____
<input type="checkbox"/> Offeror’s Purchase Specifications, Attachment 1.0	_____
<input type="checkbox"/> Offeror’s 21-Day Lunch Menu, Attachment 1.1	_____
<input type="checkbox"/> Offeror’s HACCP and Quality Control Measures, Attachment 1.2	_____
<input type="checkbox"/> Qualification of Offeror, Attachment 1.3	_____
<input type="checkbox"/> Offeror References, Attachment 1.4	_____
<input type="checkbox"/> Offeror’s Vending Information, Attachment 1.5	_____
<input type="checkbox"/> Offeror Supplier Information, Attachment 1.6	_____
<input type="checkbox"/> Offeror Adherence to Federal Guidelines, Attachment 1.7	_____

- Offeror's Approach to USDA Foods/Donated Foods, Attachment 1.8 _____
- Offeror Employee Information, Attachment 1.9 _____
- Conflict of Interest, Attachment 1.10 _____
- Offeror's Discontinued or Terminated Services, Attachment 1.11 _____
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions, Attachment 1.12 _____
- Certificate of Independent Price Determination, Attachment 1.13 _____
- Certification Regarding Lobbying, Attachment 1.14 _____
- Fixed Fee Pricing Summary, Attachment 2.1 _____

I. SCOPE OF WORK

BACKGROUND

The Somerset Academy of Las Vegas – Losee ES Campus, Losee MHS Campus, North Las Vegas Campus and Stephanie Campus, hereby referred to as a school food authority (SFA) seeks to contract with a Vendor to prepare specified meals under the National School Lunch Program (NSLP).

The SFA is a free, public charter school located at:

- **Losee ES, 4650 Losee Road, NLV, NV 89081 serving 741 students in grades K-5**
- **Losee MHS, 4650 Losee Road, NLV, NV 89081 serving 838 students in grades 6-12**
- **North Las Vegas, 385 W. Centennial Parkway, NLV, NV 89084 serving 1183 students in grades K-8**
- **Stephanie, 50 N. Stephanie Street, Henderson, NV 89074 serving 858 students in grades K-8**

The above four campuses require a comprehensive food service program for the 2017/18 school year. The Vendor must follow the United States Department of Agriculture (USDA) regulations regarding contracting for Child Nutrition Programs. The Vendor must be registered with the Nevada Department of Agriculture, be approved as a meal vendor and be in good standing with the Food and Nutrition Programs.

This Request for Proposal (RFP) is intended to provide a basis for the selection of a Vendor. The selected Vendor shall be responsible for the delivery inclusive of milk and supplies and bring meals that comply with NSLP requirements.

The Vendor shall transport the meals at the above-identified locations Monday through Friday at times specified with each individual campus (**EXHIBIT A**) prior to the meals being served. Days and delivery times may be modified upon mutual agreement between Vendor and Campus. The meals will be delivered in unitized form/bulk form (maximum two dish-up hot items with pre-packaged sides).

In submitting a proposal, the Vendor agrees that it shall perform the work described in this RFP proposal and Agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency. By reading and accepting this pre-qualification outline, the interested Vendor acknowledges that the SFA has no obligation to contract, unless, in its sole opinion, it is in its best interest to do so.

The SFA must adhere to the Code of Federal Regulations (CFR) including 2 CFR 200 in the oversight of the food service program and shall:

1. Retain control of the nonprofit school food service account and overall financial responsibility for the food service operation, as well as, the prices charged to the children for meals. 7 CFR 210.16(a)(4)
2. Retain signature authority on the State Agency Food Program Permanent Agreement, free and reduced policy statement and claims. 7 CFR 210.16(a)(5), 210.21(b)
3. Retain control of the quality, extent, and general nature of the food service, including counting and claiming meals, and ordering and accounting for USDA Foods. 7 CFR 210.16(a)(5), 210.21(b)

4. Monitor all meals to ensure the food service is in conformance with program regulations. 7 CFR 210.16(a)(8)
5. Administer the application process for all free and reduced price meals, and shall establish and notify parents and guardians of program criteria for eligible students. Both the SFA and the Vendor shall be responsible for protecting the anonymity of students receiving free or reduced price meals. 7 CFR 245.6
6. The SFA shall ensure that a SFA representative is available at each delivery site, at the specified time on each specified delivery day to receive, inspect, and sign for the requested number of meals. This individual shall verify the temperature, quality, and quantity of each meal delivery. The SFA assures the Vendor that this individual shall be trained and knowledgeable in the record keeping and meal requirements of the NSLP and with local health and safety codes.

METHOD OF APPROACH AND IMPLEMENTATION PLAN

Purchase Specifications

The Vendor shall purchase all food and non-food at the lowest price possible consistent with maintaining quality standards and service. The Vendor shall be responsible for purchasing standards and specifications to bring about the best quality and price for the SFA’s food service program. Specifications shall cover items such as grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time. 7 CFR 210.16(c)(3) **Attachment 1.0**

Beef	USDA Inspected	Fresh Fruits	US Fancy
Poultry	USDA Inspected	Canned Fruits	US Fancy
Variety Meats	High Quality	Canned Vegetables	US Fancy
Dairy Products	Grade A	Frozen Fruits	High Quality
Eggs	Fresh Grade A	All other items	High Quality
Fish	Government Inspected	Grain & Grain Products	Whole Grain Rich

Submit a copy of a 21-day cycle menu (ATTACHMENT 1.1 pages 1-6) developed in accordance with the meal pattern requirements specified in CFR 210.16(b) (EXHIBIT B). Weekly school meal nutritional analysis and serving size must be identified and included on the 21-day cycle menu (reference sample on ATTACHMENT 1.1 page 1). This menu will be used as a basis for projecting costs. The Vendor must adhere to the Vendor developed menu for the first 21 days of meal service. The menu shall meet the requirements stated in Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Changes thereafter may be made with the approval of the SFA CFR 210.16(b)(1).

The Vendor shall implement a Hazard Analysis and Critical Control Point (HACCP) based food safety program in compliance with United States Department of Agriculture (USDA) guidance. To ensure preparation and service methods are compliant with USDA guidance, the Vendor will submit a HACCP based food safety plan that includes standard operation procedures and recipes categorized according to the process approach. **The Vendor must submit a HACCP plan as part of the proposal (Public Law 108-265). In addition to submitting a HACCP plan, the Vendor shall address each of the 6 items identified on ATTACHMENT 1.2.**

The SFA shall be responsible for cleaning the eating areas daily.

1. **Contract Term.** The term of this contract shall commence on the date the SFA signs the Offer and Acceptance Form, signifying the SFA’s acceptance of the Offeror’s proposal, but no earlier

than July 1, 2017. The contract shall remain in effect for a term of twelve (12) months, unless terminated, canceled or extended as otherwise provided herein, but will run no later than June 30, 2018. CFR 210.16(d). Services must commence on the first instructional day of the 2017-2018 school year. SFA will provide Vendor with at least 14 days' notice of the first instructional day of the 2017-2018 school year. Failure of the Vendor to provide services on the first instructional day of the 2017-2018 school year will allow SFA to terminate this contract immediately and contract with another vendor.

2. Contract Option. CFR 210.16(d)

- a. The contract must be one year with the option to have four (4) additional one-year extensions.
- b. The total duration of this contract, including the exercise of any options under this provision, shall not exceed five (5) years. The contract may be renewed for four (4) additional one (1) year periods provided all terms and conditions remain unchanged and in full force and effect. The option to renew, if exercised, will be executed in the form of a renewal/extension letter, to be issued not sooner than one hundred twenty (120) days prior to expiration of the contract. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise to renew/extend will require this contract to expire on the original or mutually agreed date.
- c. Either party may cancel for cause with 30-day notification.

3. Menu Records and Documentation.

- a. The Vendor shall provide meals that meet Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The Vendor must follow the single Food-Based Menu Planning (FBMP) meal patterns as described in 7 CFR §210.10 for NSLP. The meal shall include the following components: fruits, vegetables, grains, meat/meat alternates and milk. The Vendor shall meet grade level caloric, saturated fat, sodium and trans fat requirements. The Vendor shall provide a reimbursable lunch and/or breakfast meal to meet the appropriate calorie and nutrient levels for the ages/grades of the children. Also, the vendor shall plan and produce at least enough food to offer each child the minimum quantities under the meal pattern.
- b. Vendor shall maintain full and accurate records/production worksheets that document:
 - i. The menus provided to the SFA during the term of the contract,
 - ii. A listing of all components of each meal, and
 - iii. An itemization of the quantities and portion sizes of each component used to prepare each meal.
- c. The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide when calculating and recording the quantity of food prepared for each meal. Vendor shall also maintain and make available:
 - i. Recipes, Nutrition Facts Labels, Product Specifications, and any necessary Child Nutrition (CN) labels or product specification sheets related to the menus served **(EXHIBIT C)**;
 - ii. Such cost records as invoices, receipts or other documentation that document the purchase, or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal production records;
 - iii. On a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to the SFA. Meal count documentation shall include the number of meals requested by the SFA in writing.

- 4. Evaluation and Selection.** Evaluation of Offers will be accomplished in four steps:
- a. Step One. Initial review of Offer to determine basic responsiveness to the Solicitation, where offers will be reviewed to ensure they include all required information.
 - b. Step Two. Evaluation of Offer to assess the Offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Scope of Work.
 - c. Step Three. (Optional) Discussions with Offerors concerning their offers. This step includes requests for Final Proposal Revisions from Offerors still considered susceptible of winning contract award(s).
 - d. Step Four. Contract award(s) made to the responsible Offeror(s) whose offer is determined to be the most advantageous to the SFA, based on the following criteria (in bold print below), which are listed in descending order of importance:
 - i. **Pricing:** Demonstrated capability to meet the needs of the SFA food operations using the best cost effective method. Additionally, the Offeror must meet the pricing information as described in the Pricing Section.
 - ii. **Method of Approach and Implementation Plan:** Demonstrated capability to meet the needs of the SFA food operation service as described in the Method of Approach and Implementation Plan section of the Scope of Work. This shall include information on how Offeror plans on conducting business with the SFA.
 - iii. **Offeror's Experience, Expertise and Reliability:** Demonstrated experience in operating a food service operation in a SFA. This can be Nevada experience, or another food service program, and may include evaluation of references submitted. **Offeror must complete the following attachments to include as part of the Proposal:**
 - **ATTACHMENT 1.3 Qualification of Offeror**
 - **ATTACHMENT 1.4 Offeror References**
 - **ATTACHMENT 1.5 Offeror's Vending Information**
 - **ATTACHMENT 1.6 Offeror Supplier Information**
 - **ATTACHMENT 1.7 Offeror Adherence to Federal Guidelines**
 - **ATTACHMENT 1.8 Offeror's Approach to USDA Foods/Donated Foods**
 - **ATTACHMENT 1.9 Offeror Employee Information**
 - **ATTACHMENT 1.10 Conflict of Interest**
 - **ATTACHMENT 1.11 Offeror's Discontinued or Terminated Services**
- 5. Discussions.** The SFA reserves the option to conduct discussions with those Offerors who submit Offers determined by the SFA to be reasonably susceptible of being selected for award.
- 6. Oral Presentation.** The SFA elects to select those identified as being in the competitive range from the written evaluation for an oral presentation/food tasting meeting prior to final determination of contract award. The SFA will contact the Offeror(s) to schedule a date, time and location. Notification shall be in writing and include the following:
- a. There are five categories to be scored by committee members: Taste, Presentation, Variety, Freshness and NSLP Compliance. Questions may be asked on information provided in the RFP or Presentation for the purposes of clarifying information. *The responses to clarifying questions will not be scored.*
 - b. Other miscellaneous requirements relative to the presentation.
- Commitments made by the Vendor at the oral interview, if any, will be rendered in writing and considered binding. The SFA shall not ask the Vendor any questions that are not part of the solicitation documents.

7. Final Proposal Revisions.

- a. In the event the Procurement Officer determines discussions are required, discussions on the areas, items, and factors specified in this Solicitation will be held with all Offerors determined to be in the competitive range.
- b. The Offeror is permitted to make revisions during negotiations. Offerors should be aware that a complete understanding as to pricing, technical, and all other terms and conditions of the proposed contract must exist between the Offeror and SFA at the conclusion of negotiations.
- c. Discussions will be concluded when a mutual understanding has been reached with each Offeror remaining in the competitive range. This mutual understanding will become the basis for the Offeror's Final Proposal Revision.
- d. The Final Proposal Revision must be returned, signed and dated by the Offeror within the time and date specified to be eligible for award.

8. Inquiries.

- a. **Duty to Examine:** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any contract claim.
- b. **Solicitation Contact Person:** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- c. **Submission of Inquiries:** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the solicitation number on the outside of the envelope containing the inquiry as it may then be identified as an Offer and not be opened until after the Offer due date and time.
- d. **Timeliness:** Any inquiry shall be submitted, in writing, as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- e. **No Right to Rely on Verbal Responses:** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquiries.
- f. **Solicitation Amendments/Addenda:** The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- g. **Persons with Disabilities:** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

9. Offer Preparation.

- a. **Forms:** An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this

Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.

- b. Typed Corrections: The Offer, and all other correspondence **must be typed**. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- c. Evidence of Intent to be Bound: The Offer and Acceptance Form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.
- d. Exceptions to Terms and Conditions: All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting contract.
 - i. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - ii. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- e. Subcontracts: Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer. Per 7 CFR §3017.200 debarment verification shall be completed on subcontracts/subcontractors. This will be completed by the subcontractor prior to contract approval.
- f. Cost of Offer Preparation: The SFA will not reimburse any Offeror the cost of responding to a Solicitation.
- g. Solicitation Amendments/Addenda: Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Offer.
- h. Federal Excise Tax: School Districts/Charter Schools/public entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- i. Provision of Business License and Tax Identification Numbers: Offerors are required to provide their Nevada Business License number and Federal Tax Identification number in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- j. Identification of Taxes in Offer: School Districts/Charter Schools/public entities are subject to all applicable state and local transaction privilege taxes. If Nevada resident Offerors do not indicate taxes on a separate item in the Offer, the SFA will conclude that the price(s) offered includes all applicable taxes.

- k. Disclosure: If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided (**Complete ATTACHMENT 1.12**).
- l. Delivery: Unless stated otherwise in the Solicitation, all prices shall be Freight On Board (F.O.B.). Destination shall include all delivery and unloading at the destination(s).

10. Submission of Offer.

- a. Sealed Envelope or Package: Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package. **Offeror to follow the directions for submission as specified on cover page of RFP.**
- b. Offer Amendment or Withdrawal: An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- c. Public Record: Under applicable law, all Offers submitted and opened are public records and must be retained by the School District/Charter School/public entity. Offers shall be open to public inspection after contract award, except for such Offers deemed to be confidential by the School District/Charter School/public entity. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The SFA shall make a determination on whether the stamped information is confidential pursuant to the Somerset Academy of Las Vegas' Procurement Code.
- d. Non-collusion, Employment, and Services: By signing the Offer and Acceptance Form or other official contract form, the offeror certifies that:
 - i. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer (**complete ATTACHMENT 1.13, Certificate of Independent Price Determination**); and
 - ii. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, sexual orientation, national origin, marital or family status, political beliefs, disability, or Vietnam status and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

II. PRICING

The Vendor will be paid at a fixed rate per meal. The SFA must determine the existence of the proper pass through value of the donated commodities; i.e., credits or reductions on the invoice in the month of utilization.

Complete ATTACHMENT 2.1 Fixed Pricing Summary

Purchase Specifications

1. Explain how you will purchase all food and non-food at the lowest price possible while maintaining quality standards and service. How will you purchase standards and specifications while ensuring the best quality and price for the SFA's food service program?

Note: Specifications shall cover items such as grade, purchase units, style, condition, weight, ingredients, formulations and delivery times.

Beef	USDA Inspected	Fresh Fruits	US Fancy
Poultry	USDA Inspected	Canned Fruits	US Fancy
Variety Meats	High Quality	Canned Vegetables	US Fancy
Dairy Products	Grade A	Frozen Fruits	High Quality
Eggs	Fresh Grade A	All other items	High Quality
Fish	Government Inspected	Grain & Grain Products	Whole Grain Rich

Offeror’s 21-Day Lunch Menu

Monday	Tuesday	Wednesday	Thursday	Friday
<p>EXAMPLE: Submarine Sandwich (1 oz turkey, .5 oz low fat cheese) on Whole Wheat Roll Refried Beans (½ cup) Jicama (1/4 cup) Green Pepper Strips (1/4 cup) Cantaloupe Wedges, raw (½ cup) Skim Milk (8 oz) Mustard (9 grams) Reduced Fat Mayonnaise (1 oz) Low Fat Ranch Dip (1oz)</p>	<p>EXAMPLE: Whole Wheat Spaghetti with Meat Sauce (½ cup) and Whole Wheat Roll Green Beans, cooked (½ cup) Broccoli (½ cup) Cauliflower (½ cup) Kiwi Halves, raw (½ cup) Low-fat (1%) Milk (8 oz) Low Fat Ranch Dip (1 oz) Soft Margarine (5 g)</p>	<p>EXAMPLE: Chef Salad (1 cup romaine, .5 oz low-fat mozzarella, 1.5 oz. grilled chicken) with Whole Wheat Soft Pretzel (2.5 oz) Corn, cooked (½ cup) Baby Carrots, raw (1/4 cup) Banana Skim Chocolate Milk (8 oz.) Low Fat Ranch Dressing (1.5 oz) Low Fat Italian Dressing (1.5 oz)</p>	<p>EXAMPLE: Oven-Baked Fish Nuggets (2 oz) with Whole Wheat Roll Mashed Potatoes (½ cup) Steamed Broccoli (½ cup) Peaches (canned, packed in juice – ½ cup) Skim Milk (8 oz) Tartar Sauce (1.5 oz) Soft Margarine (5 g)</p>	<p>EXAMPLE: Whole Wheat Cheese Pizza (1 slice) Baked Sweet Potato Fries (½ cup) Grape tomatoes, raw (1/4 cup) Applesauce (½ cup) Low-fat (1%) Milk (8 oz) Low Fat Ranch Dip (1 oz)</p>

The meals will be delivered in unitized form/bulk form (maximum two dish-up hot items with pre-packaged sides).

**Lunch Menu
Week 1**

Day	Menu	Contribution	Attach Recipe (use the Standardized Recipe Form on Exhibit C)
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

A record and copy of recipes used must be available during NDA nutrition review and analysis.

**Lunch Menu
Week 2**

Day	Menu	Contribution	Attach Recipe (use the Standardized Recipe Form on Exhibit C)
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

A record and copy of recipes used must be available during NDA nutrition review and analysis.

**Lunch Menu
Week 3**

Day	Menu	Contribution	Attach Recipe (use the Standardized Recipe Form on Exhibit C)
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

A record and copy of recipes used must be available during NDA nutrition review and analysis.

**Lunch Menu
Week 4**

Day	Menu	Contribution	Attach Recipe (use the Standardized Recipe Form on Exhibit C)
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

A record and copy of recipes used must be available during NDA nutrition review and analysis.

**Lunch Menu
Week 5**

Day	Menu	Contribution	Attach Recipe (use the Standardized Recipe Form on Exhibit C)
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

A record and copy of recipes used must be available during NDA nutrition review and analysis.

Offeror's HACCP and Quality Control Measures

1. Attach a copy of the Offeror's Hazard Analysis and Critical Control Point (HACCP) Plan.
2. Describe how the Offeror will comply with the Hazard Analysis and Critical Control Point (HACCP) principles or meet the USDA guidance for developing a process approach to HACCP.
3. Describe the "Quality Control" process the Offeror will perform when delivering meals to the SFA.
4. Describe how the Offeror will monitor and document temperatures of menu items prior to transport, upon arrival and at the time of serving.
5. Describe how the Offeror will ensure a temperature log for each menu item served will be completed daily and maintained.
6. Attach a copy of the Offeror's recent State or local "Permit to Operate" health certification for the facility at which it prepares the meals.
7. Attach a copy of the Offeror's past two (2) food safety inspection reports.

Qualification of Offeror

This qualification data must be submitted by each Vendor along with the sealed proposal, and include information as follows:

1. Any interested Vendor must presently be vending meals for a comparable school lunch program or be able to effectively demonstrate sufficient experience and knowledge.
2. An authorized representative of the interested company must certify acceptance of the basis for criteria and the basis for selection of an interested Vendor.
3. Proposals must present the following information:

School Name	Size	Number of Sites	Current Contract Start Date	Last NDA and/or Other State Agency AR Sponsor Reviews. List any Findings/Corrective Actions

Offeror References

At least three (3) but no more than five (5) verifiable professional references must be provided regarding services provided by the Offeror similar to those required under this Solicitation. Please include only references within the previous thirty-six (36) months. The SFA may contact these references during the evaluation process. Negative references, in the SFA's sole discretion, may be cause for the disqualification of Offeror. The SFA reserves the right to contact any and all references to obtain, without limitation, information on the Offeror's performance for the listed jobs/services.

Please provide 3 to 5 References:

REFERENCE 1	
School Name	
Address	
Point of Contact	
Position Held	
Phone Number	
Email Address	
Description of Services	
Length of time Offeror has conducted services with school.	

REFERENCE 2	
School Name	
Address	
Point of Contact	
Position Held	
Phone Number	
Email Address	
Description of Services	
Length of time Offeror has conducted services with school.	

REFERENCE 3	
School Name	
Address	
Point of Contact	
Position Held	
Phone Number	
Email Address	
Description of Services	
Length of time Offeror has conducted services with school.	

REFERENCE 4	
School Name	
Address	
Point of Contact	
Position Held	
Phone Number	
Email Address	
Description of Services	
Length of time Offeror has conducted services with school.	

REFERENCE 5	
School Name	
Address	
Point of Contact	
Position Held	
Phone Number	
Email Address	
Description of Services	
Length of time Offeror has conducted services with school.	

Offeror's Vending Information

1. List the Offeror's information for the following:
 - a. Leadership background
 - b. History and experience delivering Child Nutrition Programs
 - c. Organizational structure
 - d. Capabilities to serve the SFA
 - e. Types of clients served
2. Describe what services your company provides that are different from others?
3. What is your timeline/process by which schools submit their lunch orders?
4. How much advance notice do you require in the event a school needs to change its order?
5. Describe how much advance notice you require if the SFA requests sack or shelf-stable lunches?

Offeror Supplier Information

1. Please list all suppliers the Offeror will use during the term of the contract.
2. How will the Offeror meet the USDA “Buy American” provision?

This required provision must be correctly applied to the procurement process to ensure that its application does not restrain or restrict competition. This provision requires the SFA to purchase domestically grown and processed foods, to the maximum extent practicable. The law defines “domestic commodity or product” as one that is substantially produced and processed in the United States using agricultural commodities that are produced in the United States. The report accompanying the Law stipulates that “substantially” means that over 51% of the final processed product consists of agricultural commodities that were grown in the United States.

Offeror Adherence to Federal Guidelines

Describe the methods used by the Offeror to adhere to federal and other regulatory guidelines, including USDA dietary menus. Please include information on special diet modifications and accommodations for children with special needs.

Offeror's Approach to USDA Foods or Donated Foods

The SFA will be using commodities or donated foods as part of its Child Nutrition Program meals.

Please describe the Offeror's approach to the following:

1. How will the Offeror work with the SFA to order USDA Foods?
2. How will USDA Foods or donated foods be incorporated into the SFA's meals?
3. How will the Offeror properly transfer and store USDA Foods?
4. Attach a sample invoice that shows how the Offeror will credit USDA Foods on the monthly invoices.

Offeror Employee Information

Awarded Offeror's employees must be properly identified, present a professional appearance and remain in the assigned work area. Personnel shall be neat, clean, well groomed and conduct themselves in a respectable and courteous manner while performing duties at the school campus. It shall be the sole responsibility of the awarded Offeror performing services for this contract to safeguard their own materials, tools and equipment. SFA shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.

Awarded Offeror's employees who are at school when students are present will be required to be fingerprinted and screened which consists of a FBI background search. Qualifications of new or additional people working under this contract will be submitted to the SFA, in writing, for approval prior to conducting any service under this contract. Awarded vendor will provide a list of all employees who will be working under the current contract, any additional personnel, and back-up personnel. Each employee performing work for the SFA must carry a picture ID (driver's license, company badge, State issued ID) that shall be presented upon request while on SFA property. All participating campuses are tobacco-free campuses. The use of tobacco products, including smokeless tobacco, is not permitted on school grounds. Possession of firearms will not be tolerated on SFA property; nor will violations of Federal and State laws and any applicable SFA policy regarding Drug Free Workplace be tolerated. Violations will be subject for the immediate termination of any contract resulting from this RFP. No person who has a firearm may park his/her vehicle on SFA property. If any employee of a Vendor is found to have brought a firearm on SFA property, said employee will be terminated from the SFA contract by the Vendor. If the Vendor fails to terminate said employee, the Vendor's agreement with the SFA will be terminated.

Please provide the following information:

1. Names and number of workers/employees that will be assigned to deliver meals to each of the four campuses.
2. Times the workers/employees will be scheduled to be at each of the school campuses delivering meals (Reference Exhibit A).
3. Duties the workers/employees will be expected to perform on a daily basis with the delivery of meals.
4. Employment practices of Offeror relative to the background checks and fingerprinting of workers/employees who will be performing duties to render the services as identified in the contract.

Conflict of Interest

The Offeror must state that there is no conflict of interest associated with the award of this contract. No one employed by the SFA is related to or has any other personal or professional relationship with the Offeror and/or his/her family.

1. List the names, addresses and phone numbers of all members, owners, shareholders or others with a financial interest in the Vended contract.

Offeror's Discontinued or Terminated Services

List any and all schools where your services have been discontinued or terminated in the past five (5) years. Vendor must indicate the following for each school (*attach additional pages if necessary*):

Discontinued or Terminated Services 1	
Name of School/District	
Contact name at the School/District	
Telephone number of contact	
Number of sites served	
Length of the relationship	
Reason for termination	
Discontinued or Terminated Services 2	
Name of School/District	
Contact name at the School/District	
Telephone number of contact	
Number of sites served	
Length of the relationship	
Reason for termination	
Discontinued or Terminated Services 3	
Name of School/District	
Contact name at the School/District	
Telephone number of contact	
Number of sites served	
Length of the relationship	
Reason for termination	

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PREVIOUS PAGE)

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

Organization Name

PR/Award Number Project Name

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

Signature(s)

Date

Certificate of Independent Price Determination

Both the School Food Authority and the Vendor (Offeror) shall execute this Certificate of Independent Price Determination.

Name of Vendor

Name of School Food Authority

- A. By submission of this Offer, the Offeror 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 in the case of an advertised procurement, or prior to award in the case of a negotiated 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 Vendor 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 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, 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:

Signature of Vendor's Authorized Representative

Title

Date

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

Signature of School Food Authority
Authorized Representative

Title

Date

Note: Accepting a bidder's Offer does not constitute award of the contract.

CERTIFICATION REGARDING LOBBYING

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

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

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

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

Name/Address of Organization

Name/Title of submitting Official

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES INSTRUCTIONS FOR COMPLETION OF 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 title 31 U.S.C., section 1352. The filing of a form is required for each payment or Agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementation guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "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 Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative Agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; 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 entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full name 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. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 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 D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Check this box if not applicable

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See previous page for public burden disclosure.)**

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan guarantee</p> <p><input type="checkbox"/> e. loan insurance</p>	<p>2. Status of Federal Action</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of Last Report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, <i>if known</i>:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, <i>if known</i>:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, <i>if known</i>:</p>	<p>9. Award Amount, <i>if known</i>: \$ _____</p>	
<p>10. A. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach continuation sheet(s) SF-LLL-A, if necessary)</p>	<p>B. Individuals Performing Services (including address) (last name, first name, MI): (attach continuation sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payments (<i>check all that apply</i>): \$ _____</p> <p><input type="checkbox"/> Actual</p> <p><input type="checkbox"/> Planned</p> <p>12. Form of Payment (<i>check all that apply</i>):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind: specify: nature _____ value _____</p>	<p>13. Type of Payment (<i>check all that apply</i>):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), of Member(s) contracted, for payment indicate on item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached:</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>		
<p>16. 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 section 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____</p> <p>Date: _____</p>	
<p>Federal Use Only:</p>		

Fixed Fee Pricing Summary

The Vended Pricing Proposal for the following Child Nutrition Programs

To be completed by the Vendor:

Fixed Price per meal for the National School Lunch Program: \$_____

**SOMERSET ACADEMY OF LAS VEGAS – LOSEE ES CAMPUS, LOSEE
MHS CAMPUS, NORTH LAS VEGAS CAMPUS AND STEPHANIE
CAMPUS**

STUDENT POPULATIONS SERVED

Somerset Academy of Las Vegas – Losee ES Campus, Losee MHS Campus, North Las Vegas Campus and Stephanie Campus did not participate in NSLP during the 2016/17 school year.

Enrollment figures, grades served and campus locations are as follows:

LOCATION	# OF STUDENTS	GRADES
Losee ES	741 students	K-5
Losee MHS	838 students	6-12
North Las Vegas	1183 students	K-8
Stephanie	858 students	K-8

Losee ES is located at 4650 Losee Road, North Las Vegas, NV 89081

Losee MHS is located at 4650 Losee Road, North Las Vegas, NV 89081

North Las Vegas is located at 385 W. Centennial Pkwy, North Las Vegas, NV 89084

Stephanie is located at 50 N. Stephanie Street, Henderson, NV 89074

School Calendar for the 2017/18 school year will be provided at a later date. The school year will commence on August 14, 2017 and conclude on May 24, 2018.

2017/18 Bell Schedules for the four campuses will be provided at a later date.

**SOMERSET ACADEMY OF LAS VEGAS ESTIMATED NUMBER OF
MEALS/DELIVERY TIMES**

Estimated number of daily lunches for the 2017/18 school year and expected Vendor delivery* times:

LOCATION/GRADES	# OF LUNCHESES	DELIVERY TIMES*
Losee ES K-5	185	7:00 – 9:00 AM
Losee Middle/High School 6-8 9-12	215	8:00 – 10:00 AM
North Las Vegas K-5 6-8	347	7:00 – 9:00 AM
Stephanie K-5 6-8	205	8:00 – 10:00 AM

***Delivery times/days may be modified upon mutual agreement between Vendor and Campus.**

**Nutrition Standards in the National School Lunch and School Breakfast Programs
Effective July 1, 2012**

Meal Pattern	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5 a	Grades 6-8 a	Grades 9-12 a	Grades K-5	Grades 6-8	Grade 9-12
	Amount of Food <i>b</i> Per Week (Minimum Per Day)					
Fruits (cups) <i>c, d</i>	5 (1 daily) e	5 (1 daily) e	5 (1 daily) e	2 ½ (½ daily)	2 ½ (½ daily)	5 (1 daily)
Vegetables				3 ¾ (¾ daily)	3 ¾ (¾ daily)	5 (1 daily)
Dark Green <i>f</i>	0	0	0	½	½	½
Red/Orange <i>f</i>	0	0	0	¾	¾	1 ¼
Beans/Peas (Legumes) <i>f</i>	0	0	0	½	½	½
Starchy <i>f</i>	0	0	0	½	½	½
Other <i>f, g</i>	0	0	0	½	½	¾
Additional Veg to Reach Total <i>h</i>	0	0	0	1	1	1½
Grains (oz eq) <i>i</i>	7-10 (1 daily) j	8-10 (1 daily) j	9-10 (1 daily) j	8-9 (1 daily)	8-10 (1 daily)	10-12 (2 daily)
Meats/Meat Alternates (oz eq)	0 k	0 k	0 k	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) <i>l</i>	5 (1 daily)	5 (1 daily)	5 (1 daily)	5 (1 daily)	5 (1 daily)	5 (1 daily)
Other Specifications: Daily Amount Based On The Average 5-Day Week						
Min – max calories (kcal) <i>m, n, o</i>	350-500	400-550	450-600	550-650	600-700	750-850
Saturated Fat (% of total calories) <i>n, o</i>	Less than 10%	Less than 10%	Less than 10%	Less than 10%	Less than 10%	Less than 10%
Sodium (mg) <i>n, p</i>	Less than or equal to 430	Less than or equal to 470	Less than or equal to 500	Less than or equal to 640	Less than or equal to 710	Less than or equal to 740
<u>Trans</u> fat <i>n, o</i>	Nutrition label or manufacturer specifications must indicate zero grams of <u>trans</u> fat per serving.					

- a. In the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).
- b. Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.
- c. One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.
- d. For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or “other vegetables” subgroups as defined in §210.10(c)(2)(iii).
- e. The fruit quantity requirement for the SBP (5 cups/week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014-2015).
- f. Larger amounts of these vegetables may be served.

- g.* This category consists of “other vegetables” as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, “other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).
- h.* Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
- i.* All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-15).
- j.* In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).
- k.* There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.
- l.* Fluid milk must be low-fat (1 percent milk fat or less, unflavored) or fat-free (unflavored or flavored).
- m.* The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).
- n.* Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.
- o.* In the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2013-2014).
- p.* Final sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfast.

Standardized Recipe Form Sample

Recipe Number: _____		Recipe Title: _____		Yield:	(#Pans/Gallons/Loaves, Etc.)
Portion Size: _____		Portion Per Recipe: _____		Temperature:	Standard Oven:
Equipment Needed:				Temperature:	Convection Oven:
				Temperature:	Range Top/Burner:
Ingredients					
Ingredients	Weight	Measure	Weight	Measure	Directions
HACCP Process Category and Information				Contribution to Meal Pattern:	
No Cook	Same Day	Complex	HACCP Information/Instructions	Meat/Meat Alternate	
				Fruit/Vegetable	
				Grain	

**SOMERSET ACADEMY OF LAS VEGAS – LOSEE ES CAMPUS, LOSEE MHS CAMPUS, NORTH LAS VEGAS
CAMPUS AND STEPHANIE CAMPUS
RFP Template Proposal Evaluation**

Name of Offeror

Date of Evaluation

EVALUATION COMMITTEE INSTRUCTIONS

This is the first meeting of the evaluation committee for RFP # 1-2017. At this meeting, I shall distribute the original solicitation, the Offeror's proposals, team member briefings and reference questions. After review and individual evaluation scoring of each proposal, we will discuss questions and/or comments.

The evaluation committee will come to a consensus regarding which proposal(s) is the most advantageous to Somerset Academy of Las Vegas – Losee ES Campus, Losee MHS Campus, North Las Vegas Campus and Stephanie Campus.

After reading the solicitation, please thoroughly review each proposal - "Scope of Work" and "Special Instructions to Offerors" for the information requested by Somerset Academy of Las Vegas – Losee ES Campus, Losee MHS Campus, North Las Vegas Campus and Stephanie Campus. All comments should address the Offeror's response to our specific requirements of the solicitation.

Worksheets containing your comments and ranking will become a part of the file which is a public record. Each committee member shall individually write their comments, both negative and positive on the forms provided. If possible, make all comments brief and to the point. List any questions and comments you may have regarding any area of the proposal that may need clarification. Also list any area of concern or areas that you feel need to be enhanced, discussed or negotiated.

If the committee feels that it is necessary, discussions with the Offeror(s) shall be held. The committee shall decide if the discussion will be by telephone, by letter, or in person with the Offeror(s).

If discussions are held with an Offeror(s), the ranking and comments will become a "preliminary evaluation". Responses to the discussions with Offeror(s) will be forwarded to the committee members. The committee will discuss any changes in preliminary comments/ranking due to Offeror(s) responses to the discussion letter(s).

If discussions are held or upon committee recommendations, the final step in the evaluation process shall be to request a Best and Final Offer (BAFO). When the BAFO is received, if there are any changes, the BAFO will be distributed to the committee for comment. If there are no further comments from the committee, award will be made.

To maintain consistency on the "Proposal Evaluation Scoring Summary" when making comments, PLEASE USE THE FOLLOWING RATINGS: "non-responsive"(i.e. we asked them to provide some specific information and they did not provide it), "inadequate response, adequate response or exceptional response."

The committee must be able to defend its choice. We evaluate on qualitative and quantitative factors. We cannot be arbitrary and capricious. We need to be consistent and fair.

**SOMERSET ACADEMY OF LAS VEGAS – LOSEE ES CAMPUS, LOSEE MHS CAMPUS, NORTH LAS VEGAS
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EVALUATION CRITERIA

I. Pricing Section (Weight 40%)

A. The Committee members must objectively evaluate the pricing responses on **Attachment 2.1, “Fixed Fee Pricing Summary”** using the rubric below:

Document the Vendor’s proposed lunch price per meal \$ _____

Total Points _____ scored for the Lunch Price Per Meal
(Maximum Points 1000 Points)

Meal Price Between:		% of Points
\$2.25	& Lower	100%
\$2.26	\$2.50	75%
\$2.51	\$3.00	50%
\$3.01	\$3.50	25%
\$3.51	& Higher	0%

Identify the total points the evaluator gave to the Vendor in the *Pricing* Section. Document the points in the table below:

Letter	Name Evaluated	Points Allowed	Points Scored
A	Lunch Price Per Meal	1000	
Total Points		1000	

Weighted Score _____ x40%

Final Score for *Pricing* Section _____ (Maximum 400 Points)

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II. Method of Approach and Implementation Plan Section (Weight 35%)

Evaluate the Offeror’s Method of Approach and Implementation Plan responses to information in the Scope of Work (attachments such as 1.0, 1.1 and 1.2)

Scope of Work Section Evaluated	Points Allowed	Points Scored
A. Purchase Specifications	100	
<p>1. How will the Vendor purchase all food and non-food at the lowest price possible consistent with maintaining quality standards and service. The Vendor shall be responsible for purchasing standards and specifications to bring about the best quality and price for Somerset Academy of Las Vegas’ food service program. Specifications shall cover items such as grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time. Review Attachment 1.0</p> <p>Comments:</p>		
B. Menu Planning	900	
<p>1. Evaluate the 21-day menu submitted. These are on Attachment 1.1 pages 1-6.</p> <p>2. The Vendor will use strategies to keep costs low and quality high to prepare and serve a variety of high quality, wholesome, and nutritious food and beverages for students, faculty, staff, employees and others as chosen by the SFA.</p> <p>3. The Vendor shall implement a Hazard Analysis and Critical Control Point (HACCP) based food safety program in compliance with United States Department of Agriculture (USDA) guidance. To ensure preparation and service methods are compliant with USDA guidance, the Vendor will submit a HACCP based food safety plan that includes standard operation procedures and recipes categorized according to the process approach. Public Law 108-265. The Vendor must submit a HACCP plan in the proposal. Review Attachment 1.2</p> <p>Comments:</p>		

Inadequate Response	=	0 % to 33% of the Points
Adequate Response	=	34% to 66% of the Points
Exceptional Response	=	67% to 100% of the Points

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Justify your rating. You may want to cite specific page number and proposal statements/items. You may use the reverse side of this sheet or additional pages, if necessary.

General Comments: _____

Strengths: _____

Weaknesses: _____

Add the total points the evaluator gave to the Vendor in the Method of Approach and Implementation Plan Section for both A and B. Document the points in the table below:

Letter	Name Evaluated	Points Allowed	Points Scored
A	Purchase Specifications	100	
B	Menu Planning	900	
Total Points		1,000	

Weighted Score _____ x35%

Final Score for Method of Approach and Implementation Plan Section _____ (Maximum 350 Points)

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Name of Offeror

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III. Offeror's Experience, Expertise, and Reliability Section (Weight 25%)

Evaluate the Offeror's Experience and Expertise and Reliability, responses to the following attachments such as: 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10 and 1.11

Offeror Experience, Expertise, and Reliability	Points Allowed	Points Scored
Review Attachments 1.3, 'Qualification of Offeror' and 1.4, 'Offeror's References' Comments:	300	
Review Attachment 1.5, 'Offeror's Vending Information' Comments:	50	
Review Attachment 1.6, 'Offeror Supplier Information' Comments:	150	
Review Attachment 1.7, ' Offeror's Adherence to Federal Guidelines' Comments:	50	

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Review Attachment 1.8, ‘Offeror’s Approach to USDA Foods/Donated Foods’ Comments:	200	
Review Attachment 1.9, ‘ Offeror Employee Information’ Comments:	50	
Review Attachment 1.10, ‘Conflict of Interest’ and 1.11 ‘Discontinued or Terminated Services’ Comments:	200	

Inadequate Response	=	0 % to 33% of the Points
Adequate Response	=	34% to 66% of the Points
Exceptional Response	=	67% to 100% of the Points

Justify your rating. You may want to cite specific page number and proposal statements/items. You may use the reverse side of this sheet or additional pages, if necessary.

General Comments: _____

Strengths: _____

**SOMERSET ACADEMY OF LAS VEGAS – LOSEE ES CAMPUS, LOSEE MHS CAMPUS, NORTH LAS VEGAS
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Name of Offeror

Date of Evaluation

Weaknesses: _____

Other Comments about RFP: _____

Add the total points the evaluator gave to the Vendor for the Offeror’s Experience, Expertise, and Reliability Section. Document the points in the table below:

Letter	Name Evaluated	Points Allowed	Points Scored
A	Attachment 1.3, Qualification of Offeror and 1.4, Offeror’s References	300	
B	Attachment 1.5 Offeror’s Vending Information	50	
C	Attachment 1.6, Offeror Supplier Information	150	
D	Attachment 1.7, Offeror’s Adherence to Federal Guidelines	50	
E	Attachment 1.8 Offeror’s Approach to USDA Commodities’	200	
F	Attachment 1.9, Offeror Employee Information	50	
G	Attachment 1.10, Conflict of Interest and Attachment 1.11, Discontinued or Terminated Services	200	
Total Points		1,000	

Total Points _____ (Maximum Points 1,000 Points)
Weight _____ x 25%
Score _____ (250)

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Name of Offeror

Date of Evaluation

**IV. Vendor’s Presentation for the Evaluation Committee
Evaluate the Vendor Presentation to the Committee**

	Points Allowed	Points Scored
Taste Comments:	50 points	
Presentation Comments:	50 points	
Variety Comments:	50 points	
Freshness Comments:	50 points	
NSLP Compliant Comments:	50 points	

Total Points _____ (Maximum Points 250 Points)

Strengths: _____

Weaknesses: _____

**SOMERSET ACADEMY OF LAS VEGAS – LOSEE ES CAMPUS, LOSEE MHS CAMPUS, NORTH LAS VEGAS
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Name of Offeror

Date of Evaluation

Vendor Final Scoring Sheet

Section Name	Maximum Points Allowed	Total Points Scored
I. <i>Pricing</i> Section (Weight 40%)	400	
II. <i>Method of Approach and Implementation Plan</i> Section (Weight 35%)	350	
III. <i>Offeror's Experience, Expertise, and Reliability</i> Section (Weight 25%)	250	
RFP Subtotal:		
IV. <i>Offeror's Presentation to the Evaluation Committee</i>	250	
Final Total Points Evaluator Gave to the Vendor	1, 250	

Signature of Evaluator: _____

Date: _____