FRESNO COUNTY SUPERINTENDENT OF SCHOOLS

RFP NO. NC-2018-03
STUDENT MEAL SERVICES
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The following documents and each addendum or document as FCSS may issue prior to the award of the Contract are a part of this Request for Proposals ("RFP") and shall constitute the "RFP Packet":

1. RFP Document A: Notice of Request for Proposals (not attached, separate document)
2. RFP Document B: Instructions to Respondents
3. “RFP Response Forms” shall mean the following, each referred to as a “RFP Response Form”:
   3.1 RFP Document C-1: Proposal Form
   3.2 RFP Document C-2: Non-Collusion Affidavit
   3.3 RFP Document C-3: Anti-Lobbying Certificate
4. RFP Document D: Proposal Evaluation Sheet
5. RFP Document E: Student Meal Services Agreement ("Agreement")

/ /
FCSS seeks proposals to this RFP in accordance with this RFP Packet. These Instructions to Respondents shall apply to this RFP and all proposals in response to this RFP. Terms used in these Instructions to Respondents shall have the meaning set forth in this RFP Packet.

1. **DESCRIPTION OF GOODS/SERVICES.** FCSS seeks proposals for the following: student meals that comply with the nutrition standards established by the United States Department of Agriculture (USDA) for the National School Lunch Program (NSLP)/School Breakfast Program (SBP), meeting all state and federal nutrition and meal pattern requirements to qualify for FCSS reimbursement, at site(s) to be designated by FCSS. The vendor will prepare meals off-site in a facility that maintains the appropriate state and local health certifications, and will package and deliver these meals in accordance with the food safety guidelines of the applicable governing health departments.

2. **RFP PACKET.** FCSS issues this RFP Packet to invite interested respondents to submit proposals to provide the above-listed goods/services. FCSS’ issuance of this RFP Packet is not an offer and no contract will result from a respondent’s submittal of a RFP Response unless and until the Contract is entered into and executed with the selected respondent in accordance with these Instructions to Respondents and the Contract.

   2.1 **EXAMINATION.** Before submitting a RFP Response, each respondent shall carefully review and examine this RFP Packet, including the Agreement. If a respondent desires to modify any terms or conditions of the Agreement, the respondent shall make and submit the proposed modifications to FCSS in accordance with Paragraph 4.2.2 below.

   2.2 **ADDENDA OR DOCUMENTS.** Any addenda or other documents issued by FCSS during the time of this RFP shall be made a part of this RFP Packet.

3. **RESPONDENT QUALIFICATIONS AND EXPERIENCE.** FCSS shall have the sole and exclusive right to determine whether a respondent has the qualifications and experience to provide the goods/services required by this RFP. FCSS shall consider each respondent’s qualification and experience based on the evaluation factors set forth in the Proposal Evaluation Sheet.

4. **RFP RESPONSES.** To receive consideration, a RFP Response shall be made in accordance with this Notice of Request for Proposals and other documents in this RFP Packet, and the following instructions:

   4.1 **SUBMISSION.**

      4.1.1 **SUBMITTAL, SUBMITTAL DEADLINE, NUMBER OF COPIES.** All RFP Responses shall be hand delivered or mailed to FCSS. The RFP Response shall be in an envelope marked on the outside with the respondent’s name and address and the number and title of this RFP and be submitted to FCSS to the location stated on the Notice of Requests for Proposals and in accordance with the Submittal Deadline. Each respondent shall submit five hard copies of its RFP Response plus an electronic version of the RFP Response on a flash drive or other similar devices to FCSS in accordance with the Submittal Deadline to the location stated on the Notice of Request for Proposals. Irrespective of how a respondent chooses to deliver its RFP Response to FCSS, the respondent is responsible for ensuring that FCSS actually receives the respondent’s RFP Response in accordance with the Submittal Deadline. Any RFP Response that, for any reason, FCSS does not actually receive in accordance with the Submittal Deadline shall not be opened or considered, and will be returned to the respondent unopened.

      4.1.2 **SINGLE SUBMISSION.** A respondent may submit only one RFP Response in response to this RFP.
4.2 RFP RESPONSE FORMS, FORMAT, AND CONTENT.

4.2.1 RFP RESPONSE FORMS. Each RFP Response shall be made using the RFP Response Forms provided by FCSS in this RFP Packet. FCSS will not consider any response that is not made on the RFP Response Forms. The RFP Response Forms shall be completed in accordance with these Instructions to Respondents and the instructions on each RFP Response Form.

4.2.2 AGREEMENT FORM. The Contract shall include the Agreement, the form of which is attached to this RFP Packet. Any respondent that desires to make any changes to the Agreement form shall do so using a method to track changes and submit the proposed Agreement to FCSS at the same time as the respondent submits its RFP Response. After the Submittal Deadline, FCSS will not receive or consider from any respondent any exception, change, or reservation to the Agreement form.

4.2.3 RESPONSES TO EVALUATION FACTORS. Each respondent shall prepare and submit to FCSS written responses to the evaluation factors set forth in the Proposal Evaluation Sheet, and food samples for a taste test as detailed in 4.7, below. If a response to an evaluation factor is missing, 0 points will be assigned to that evaluation factor. The responses to the evaluation factors shall be no more than 15 pages, which shall include within such pages any cover, attachments, and exhibits.

4.3 EXCEPTIONS, CHANGE, OR RESERVATION. Except as stated with respect to the Agreement form in 4.2.2 above, FCSS will not consider any RFP Response where there is any exception, change, or reservation to any terms or conditions of this RFP Packet or any RFP Response Form.

4.4 INTERVIEW. FCSS, at its discretion, may conduct one or more interviews of those respondents selected by FCSS. Upon notice from FCSS of any interview, the applicable respondent shall cooperate with FCSS to schedule and hold the interview(s). A respondent’s refusal or failure to participate in an interview as requested by FCSS shall be deemed a withdrawal by the respondent of its RFP Response and the respondent’s RFP Response will not be considered.

4.5 REFERENCES. FCSS may request from any or all respondents references of other persons or agencies with which a respondent has provided goods/services similar to those required by this RFP and contact such persons or agencies to verify, clarify, or obtain additional information. Upon FCSS’ request, the applicable respondent shall provide the list of references to FCSS within three business days of FCSS’ request unless FCSS and the respondent agrees to a different timeline. A respondent’s refusal or failure to provide the references as requested by FCSS shall be deemed a withdrawal by the respondent of its RFP Response and the respondent’s RFP Response will not be considered.

4.6 ADDITIONAL DOCUMENTATION AND INFORMATION. At FCSS’ request, the applicable respondent shall submit such additional information as FCSS may request in order to evaluate the respondent’s response to this RFP. Such information includes but is not limited to the following:

4.6.1 A letter of organization listing respondent’s owners, principals, officers, and those persons authorized to sign legal documents on respondent’s behalf.

4.6.2 Clarification or additional information or documentation regarding any of respondent’s responses to the evaluation factors set forth in the Proposal Evaluation Sheet.
Upon FCSS’ request, a respondent shall promptly submit to FCSS the requested additional information or documentation. A respondent’s refusal or failure to provide the requested additional information or document to FCSS, within three business days of FCSS’ request or such other timeline as may be agreed to between FCSS and the respondent, shall be deemed a withdrawal by the respondent of its RFP Response and the respondent’s RFP Response will not be considered.

4.7 TASTE TEST. All respondents are required to participate in a mandatory taste test to allow FCSS to evaluate its food. Each respondent will be required to provide food samples, free of cost to FCSS, at a site, date, and time to be scheduled by FCSS following the Submittal Deadline. Respondents will be required to bring to the test site six (6) breakfast meals, including three (3) hot meals, and six (6) lunch meals, including three (3) hot meals, for a total of twelve (12) meals, six (6) hot and six (6) cold. All sample meals must be: (a) plainly marked with the name of respondent; (b) meals that vendor will regularly include in its menu rotation, exactly the same as respondent proposes to furnish them under the Agreement; and (c) meals that comply with the nutrition standards established by the United States Department of Agriculture (USDA) for the National School Lunch Program (NSLP)/School Breakfast Program (SBP), meeting all state and federal nutrition and meal pattern requirements to qualify for FCSS reimbursement. A respondent’s refusal or failure to provide food for the taste test as requested by FCSS shall be deemed a withdrawal by the respondent of its RFP Response and the respondent’s RFP Response will not be considered.

4.8 WITHDRAWAL OF RFP RESPONSE. A respondent may withdraw its RFP Response by notifying FCSS, in writing, of such withdrawal before the Submittal Deadline. A respondent shall be deemed to have withdrawn its RFP Response pursuant to the provisions in 4.4, 4.5, 4.6, and 4.7 above. After the Submittal Deadline and except as provided in 4.4, 4.5, 4.6, or 4.7 a selected respondent shall not be relieved of its RFP Response unless by FCSS’ written consent or as required by applicable laws.

5. EVALUATION OF RFP RESPONSES. FCSS will review and evaluate all RFP Responses that FCSS receives in accordance with the Submittal Deadline.

5.1 EVALUATION AND EVALUATION FACTORS. FCSS shall evaluate each RFP Response based on the information provided in the RFP Response, information that FCSS receives from any interview(s) of the respondent or from reference(s), taste tests, and such other information as FCSS may obtain from other sources. In conducting the evaluation, FCSS shall use the evaluation factors set forth in the Proposal Evaluation Sheet.

5.2 REJECTION AND IRREGULARITY. FCSS reserves all rights to reject any or all responses, to contract for goods/services with whomever and in whatever manner, to cancel or abandon this RFP entirely, and/or to waive any informality or irregularity of any RFP Responses.

5.3 NOTICE OF INTENT TO AWARD CONTRACT. Following FCSS’ evaluation of RFP Responses that FCSS has received in accordance with the Submittal Deadline, FCSS or designee will notify, in writing, all respondents regarding the respondent to which FCSS intends to award the Contract. The Notice of Intent to Award does not create or bind FCSS to award the Contract to the selected respondent. FCSS shall have no obligation or liability to the selected respondent until the Contract has been executed by FCSS and the selected respondent.

5.4 PROTEST. Any protest regarding or relating to FCSS’ intent to award the Contract to the selected respondent shall be submitted to the FCSS Contact Person listed on the Notice of Request for Proposals within three business days of the date of the FCSS’ Notice of Intent to Award Contract. Any protest that FCSS receives after the three business days will not be considered by FCSS. Any respondent that has not submitted a protest in
accordance with the provisions herein shall have no right to any protest, claim, or demand related to this RFP and FCSS’ award of the Contract. FCSS or designee will consider the protest and notify the protesting respondent and any other applicable respondents or parties regarding FCSS’ determination. The determination of FCSS or designee is final.

6. AWARD AND EXECUTION OF CONTRACT.

6.1 AWARD OF CONTRACT. FCSS shall issue a Notice of Award of Contract to the selected respondent and notify all other respondents regarding the award of the Contract. The Contract shall be awarded based on the Method of Contract Award stated in the Proposal Evaluation Sheet. FCSS shall have no obligation or liability to the selected respondent until the Contract has been executed by FCSS and the selected respondent.

6.2 EXECUTION OF CONTRACT. If a respondent is selected by FCSS and issued a Notice of Award of Contract by FCSS, the respondent shall negotiate in good faith with FCSS regarding any modifications to the Agreement form that that the respondent timely submitted to FCSS in accordance with 4.2.2 above. Upon agreement on the modifications and the Agreement, the selected respondent shall execute the Agreement and submit all documents required of the selected respondent within 10 days of the Notice of Award of the Contract.

6.3 AWARD TO ANOTHER RESPONDENT. If FCSS and the selected respondent are not able to agree on the Agreement or the selected respondent does not execute the Agreement in accordance with 6.2 above, FCSS, without any obligation or liability to the selected respondent, may terminate negotiation with the selected respondent and commence negotiation with the second respondent selected by FCSS. If FCSS and the second selected respondent, after negotiating in good faith, is not able to agree on the Agreement or the second selected respondent does not execute the Agreement in accordance with 6.2 above, FCSS, without any obligation or liability to the second selected respondent, may commence negotiation with the third respondent that FCSS selects. Upon agreement on the terms and conditions of the Agreement, the selected respondent shall execute the Agreement and submit all documents required of the selected respondent within 10 days of FCSS’ Notice of Award of the Contract to the selected respondent.

6.4 CANCEL AWARD OF CONTRACT. FCSS reserves the right, without any obligation or liability, to cancel the award of the Contract at any time before the full execution of the Contract between FCSS and the selected respondent.

7. COMPENSATION. The amount that FCSS shall pay to the selected respondent for performance of the Contract shall be as set forth in the Contract that is entered into and fully executed by FCSS and the selected respondent.

8. SUBCONTRACTS AND ASSIGNMENT. Except as permitted by the Contract, the selected respondent shall not subcontract with or assign to any other entities or persons the respondent’s obligations to provide the goods/services required by the Contract.

9. PUBLIC RECORDS. This RFP Packet and any addenda thereto, all RFP Responses and any other documents submitted by respondents, and other documents relating to this RFP and the information contained therein are subject to the California Public Records Act and other applicable federal and state laws and requirements.

10. QUESTIONS/ADDENDA. Questions regarding documents, discrepancies, omissions, or doubt as to meanings related to this RFP must be submitted in accordance with the deadline for questions stated in the Notice of Request for Proposals. If a respondent discovers any ambiguity, conflict, discrepancy, omission, or error in this RFP Packet, the respondent shall immediately notify FCSS in writing of the problem. If a respondent knows of or should have known of an ambiguity, conflict, discrepancy, omission, or error and does not notify FCSS of it, the respondent shall respond to this
RFP at its own risk and, if the respondent is awarded the Contract, the respondent shall not be entitled to additional compensation by reason of such matter. FCSS shall provide responses and clarifications to questions through written addenda.
PROPOSAL FORM
RFP DOCUMENT C-1

Dear Fresno County Superintendent of Schools ("FCSS"):

The above-named respondent hereby proposes and agrees, in accordance with the Contract, to provide to FCSS student meals that comply with the nutrition standards established by the United States Department of Agriculture (USDA) for the National School Lunch Program (NSLP)/School Breakfast Program (SBP), meeting all state and federal nutrition and meal pattern requirements to qualify for FCSS reimbursement, at site(s) to be designated by FCSS. The respondent will prepare meals off-site in a facility that maintains the appropriate state and local health certifications, and will package and deliver these meals in accordance with the food safety guidelines of the applicable governing health departments. If FCSS awards the Contract to respondent at any time before this RFP is withdrawn, the respondent hereby agrees to, and shall execute and deliver, the Contract in accordance with the Instructions to Respondents. Respondent designates the above contact person and address as its office to which FCSS may deliver any notice that is required or permitted by this RFP.

Respondent shall complete the information requested on this Proposal Form and the other RFP Response Forms listed below and submit them to FCSS in accordance with the Instructions to Respondents and other RFP Documents. Failure to so complete and submit shall render the RFP response non-responsive.

BASE PRICE. Respondent proposes the Base Price stated below:

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Approximate Number of Initial Meal Units Per Day</th>
<th>Rate Per Individual Line Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>~90-150</td>
<td>$_________</td>
</tr>
<tr>
<td>Lunch</td>
<td>~120-200</td>
<td>$_________</td>
</tr>
<tr>
<td>Snack</td>
<td>~60-100</td>
<td>$_________</td>
</tr>
</tbody>
</table>

TOTAL BASE PRICE (combination of breakfast/lunch/snack) $_________

All applicable taxes shall be included in the Base Price. FCSS will pay only the sales and use taxes required by the State of California. Federal excise taxes are not applicable to FCSS because it is a public agency. Base Price should not include plates, utensils, napkins, storage equipment after delivery of the meals, or staff to serve meals as FCSS will provide these items.

ADDENDA. Addenda and other documents issued by FCSS are included in this RFP and are a part of the Contract. Respondent acknowledges receipt of the following addenda:

Addendum No.____ Date ________________ Addendum No.____ Date ________________
Addendum No.____ Date ________________ Addendum No.____ Date ________________
RFP RESPONSE DOCUMENTS SUBMITTED. The above-listed respondent submits the following documents (collectively “RFP Response” or “RFP Response Documents,” separately “RFP Response Document” (must mark and submit all of the documents):

__1. Proposal Form (RFP Document C-1)
__2. Non-Collusion Affidavit (RFP Document C-2)
__3. Anti-Lobbying Certificate (RFP Document C-3)
__4. Responses to Evaluation Factors

The undersigned declares under penalty of perjury under the laws of the State of California and signs on behalf of the above-named respondent that the representations made in this Proposal Form and other RFP Response Documents are true and correct.

Signature:________________________________ Signature:______________________________
Print Name:______________________________ Print Name: ____________________________
Title:____________________________________ Title:__________________________________
Date:___________________________________ Date:__________________________________

NOTE: This Proposal Form must state the respondent’s full legal name and business address. If respondent is a partnership, this Proposal Form must be signed in the partnership’s name and by a general partner authorized to bind the partnership, with the name and title of the person signing typed or printed below the signature. If respondent is a corporation, this Proposal Form must be signed in the corporation’s legal name and by the chairman of the board, president or any vice president, and by the secretary, assistant secretary, the chief financial officer or assistant treasurer, with the name and title of each person signing typed or printed below the signature. All persons signing this Proposal Form must be authorized to bind the respondent to its RFP Response. Upon FCSS’ request, a respondent shall provide written evidence of each such person’s authority. If this Proposal Form is not signed, FCSS will not consider the respondent’s RFP Response.

/ /
NON-COLLUSION AFFIDAVIT
RFP DOCUMENT C-2

Name of Respondent:________________________________________________________

The undersigned declares:

1. Respondent’s RFP Response is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The RFP Response is genuine and not collusive or sham.

2. Respondent has not directly or indirectly induced or solicited any other respondents to put in a false or sham response to the RFP. Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham response/proposal, or to refrain from submitting a response to the RFP. Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposed price of respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposed price, or of that of any other respondent. All statements contained in the RFP Response are true. Respondent has not, directly or indirectly, submitted its, his, or her proposed price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid/RFP depository, or to any member or agent thereof to effectuate a collusive or sham response to the RFP, and has not paid, and will not pay, any person or entity for such purpose.

4. I have full power to execute, and do execute, this Non-Collusion Affidavit on behalf of the above-listed respondent and declare under penalty of perjury under the laws of the State of California that the statements contained in this Non-Collusion Affidavit are true and correct and that this Non-Collusion Affidavit is executed on the date stated below.

Signature:______________________________________ Date:_________________________
Print Name:_____________________________________
Title:_________________________________________
ANTI-LOBBYING CERTIFICATE
RFP DOCUMENT C-3
(Certification Required for Contract of $100,000 or above)

Name of Respondent:_______________________________________________________________

The above-listed respondent certifies that the following are true and accurate, and agrees to comply with the provisions of 31 U.S.C 3801 et seq.

1. Respondent will not and has not used federal appropriated funds to pay any person or organization 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 any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. Respondent shall disclose any lobbying with non-federal funds that takes place in connection with obtaining federal award.

3. Respondent shall require certification similar to this Certificate in sub-awards at all tiers.

Submission of this Anti-Lobbying Certificate is a prerequisite for making or entering into the Contract imposed by federal law, 31 USC 1352. Any person who makes an expenditure prohibited in 1 above shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

The undersigned represents that he/she has full power to execute, and do execute, this Anti-Lobbying Certificate on behalf of the above-listed respondent and declare under penalty of perjury under the laws of the State of California that the statements contained in this Anti-Lobbying Certificate are true and accurate and that this Anti-Lobbying Certificate is executed on the date stated below.

Signature:______________________________ Date:____________________
Print Name:____________________________
Title:__________________________________

//
Name of Respondent: ____________________________________________________________

**METHOD OF AWARD OF CONTRACT:** FCSS shall award the Contract to the responsible respondent whose proposal is most advantageous to FCSS’ program, taking into consideration whether the respondent is eligible based on the evaluation factors in Part 1 and whether respondent’s total rating is the highest on the evaluation factors in Part 2. The pricing for additive or deductive alternate, if any, shall not be considered in selecting the successful respondent. FCSS reserves the right to add any additive alternate or deduct any deductive alternate after the selected respondent is determined. The pricing for additive or deductive alternate, if any, shall not be considered in selecting the successful respondent. FCSS reserves the right to add any additive alternate or deduct any deductive alternate after the selected respondent is determined.

**PART 1 – ELIGIBILITY FACTORS**

<table>
<thead>
<tr>
<th>No.</th>
<th>Evaluation Factor</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>If respondent is a corporation or other entity, is respondent duly formed and in good standing under applicable state laws (e.g., respondent's status is not terminated, revoked or suspended)? <strong>Respondent is ineligible if the answer is “no”; do not proceed.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>If respondent is a corporation or other entity, is respondent registered with the California Secretary of State to do business in California (check California Secretary of State website)? <strong>Respondent is ineligible if the answer is “no”; do not proceed.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Is respondent currently debarred, suspended, or otherwise ineligible to be awarded a contract paid for with federal funds (see federal System for Award Management (SAM))? <strong>Respondent is ineligible if the answer is “yes”; do not proceed.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>If respondent is required to have a license, certification, or permit to perform the Contract, does respondent possess such license, certification, or permit? <strong>Respondent is ineligible if the answer is “no”; do not proceed.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 1.5 | Has respondent provided assurance that it will be able to maintain, during the term of the Contract, commercial general liability insurance of at least $1,000,000 per occurrence and $2,000,000 aggregate? **Respondent is ineligible if the answer is “no”; do not proceed.**  
NOTE: Acceptable assurance includes a copy of a current Certificate of Insurance evidencing the required insurance and policy limits or a written statement from respondent’s insurance broker/agent that respondent will be able to obtain and maintain the required insurance and policy limits. |     |    |     |
| 1.6 | Has respondent, if it has any employees, provided assurance that it will be able to maintain during the term of the Contract workers’ compensation insurance policy as required by Labor Code or is legally self-insured pursuant to Labor Code section 3700 et seq.? **Respondent is ineligible if the answer is “no”; do not proceed.**  
NOTE: Acceptable assurance includes a copy of a current Certificate of Insurance evidencing the required insurance and policy limits or a written statement from respondent’s insurance broker/agent that respondent will be able to obtain and maintain the required insurance and policy limits. If respondent has no employees, it shall submit a written statement so stating. |     |    |     |
### PART 2 – RATING FACTORS

<table>
<thead>
<tr>
<th>No.</th>
<th>Evaluation Factor</th>
<th>Rating</th>
</tr>
</thead>
</table>
| 2.1 | During the last five years, has respondent or any of its owners, partners, or officers been debarred, disqualified, removed or otherwise ineligible to bid on, submit proposals for, or be awarded any contract by a government agency?  
Yes: 0 point  
No: 5 points                                                                                                                                  |        |
| 2.2 | Is respondent currently, or during the last five years, the debtor in a bankruptcy case?  
Yes: 0 point  
No: 5 points                                                                                                                                     |        |
| 2.3 | During the last five years, how many claims have been filed in court or arbitration against respondent on any contracts or transactions with any government agencies?  
0 claims: 5 points  
1-3 claims: 3 points  
4 or more claims: 0 point                                                                                                                  |        |
| 2.4 | During the last five years, what experience does respondent have in providing to California public educational agencies goods/services that are similar to those requested under this RFP?  
5 years or more experience: 10 points  
3-4 years of experience: 8 points  
1-2 years of experience: 4 points  
No experience: 0 point                                                                    |        |
| 2.5 | During the last five years, what experience does respondent have in providing goods/services to FCSS that are similar to those requested under this RFP?  
5 or more years of experience: 10 points  
3-4 years of experience: 8 points  
1-2 years of experience: 4 points  
No experience: 0 point                                                                                                                  |        |
| 2.6 | What is respondent’s total Base Price for breakfast, lunch, and snack, combined? (See Proposal Form completed by respondent)  
Lowest: 10 points  
2nd Lowest: 8 points  
3rd Lowest: 6 points  
4th Lowest: 4 points  
5th or Higher: 2 points                                                                                                                    |        |
| 2.7 | Does the respondent have the qualifications and ability to successfully provide the goods/services requested by this RFP?  
NOTE: Qualification and ability include but are not limited to respondent’s financial capability, staffing and capacity, and methods, sequence, timeline, and facilities (location and condition) for providing the goods/services required by this RFP.  
Meets qualification and has ability to successfully perform: 10 points  
Deficient in qualification and ability to successfully perform: 4 points  
Is not qualified and is not likely to successfully perform: 0 point                                                                             |        |
| 2.8 | Does respondent accept the Agreement as attached to this RFP. (See Agreement form with respondent’s proposed modifications, if any)  
Respondent proposes no changes to the Agreement: 5 points  
Respondent proposes minor changes to the Agreement: 4 points  
Respondent proposes substantial changes to the Agreement: 1 point                                                                            |        |
2.9A After a vote of the taste testers, what was respondent’s rank based on the quality/appearance of the food?

<table>
<thead>
<tr>
<th>Rank</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>10</td>
</tr>
<tr>
<td>2nd</td>
<td>8</td>
</tr>
<tr>
<td>3rd</td>
<td>4</td>
</tr>
<tr>
<td>4th or lower</td>
<td>0</td>
</tr>
</tbody>
</table>

2.9B After a vote of the taste testers, what was respondent’s rank based on the taste of the food?

<table>
<thead>
<tr>
<th>Rank</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>10</td>
</tr>
<tr>
<td>2nd</td>
<td>8</td>
</tr>
<tr>
<td>3rd</td>
<td>4</td>
</tr>
<tr>
<td>4th or lower</td>
<td>0</td>
</tr>
</tbody>
</table>

Total Rating: //