



FirstLine Schools hereby notifies Chartwells School Dining Services that the Tender for FirstLine Schools Food Service Management Company (as defined herein) received by FirstLine Schools on May 31, 2013, has been accepted by FirstLine Schools. This Tender was in response to the School Food Service RFP, distributed by FirstLine Schools on April 12, 2013.

The Tender that has been accepted is for School Food Service to FirstLine Schools, as follows:

○ NSLP Reimbursable Lunch	\$2.63
○ NSLP Reimbursable Breakfast	\$1.32
○ NSLP Reimbursable Snack	\$0.53
○ CACFP Reimbursable Supper	\$2.63

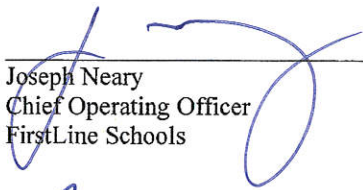
The Service Agreement for FirstLine Schools FirstLine Schools Food Service Management Company has therefore been awarded to Chartwells School Dining Services as described in the RFP documents, Chartwells School Dining Services Tender and subsequent clarifications/amendments, and Chartwells School Dining Services is authorized to proceed with the specific scope of work described in this RFP. Chartwells School Dining Services is to begin the work in New Orleans, LA within two (2) months of the date of this Notice of Award.

Please sign the acknowledgement below and return it to:

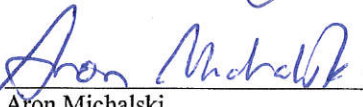
Aron Michalski  
FirstLine Schools  
4200 Canal St  
New Orleans LA 70119

We look forward to working successfully with Chartwells School Dining Services on this project.


Yours truly,

  
Joseph Neary  
Chief Operating Officer  
FirstLine Schools

6/28/13  
Date

  
Aron Michalski  
Director of Operations  
FirstLine Schools

6/28/13  
Date

  
ACCEPTED By: Keith Cullinan  
President  
Chartwells School Dining Services

6-28-13  
Date

FIRSTLINE SCHOOLS – EDUCATION FOR LIFE

4200 Canal Street, Suite B, New Orleans, LA 70119 | (504) 267-9038 | [www.firstlineschools.org](http://www.firstlineschools.org)

## Invitation for Bid and Contract

### BID SUMMARY AND AGREEMENT PAGE - MODEL M (ALL 6 SITES)

This document contains a solicitation for the furnishing of meals for a nonprofit food service program for the period beginning **July 1, 2013**, and ending **June 30, 2014**, and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the Contract between the bidder and the school food authority (SFA).

The bidder/offerer certifies that all terms and conditions within the Bid Solicitation shall be considered a part of the contract as of incorporated therein.

This Agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

The bidder shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the solicitation/Contract.

#### PER MEAL PRICES MUST BE QUOTED AS IF NO USDA COMMODITIES WILL BE RECEIVED

	UNITS <sup>1</sup>	RATE <sup>2</sup>	TOTAL <sup>3</sup>
Reimbursable Lunch	326,944	2.63	859,862.72
Reimbursable Breakfasts (price is ½ the cost of lunch)	265,516	1.315	349,153.54
Reimbursable After School Snacks (price 1/5 the price of lunch)	129,800	0.526	68,274.80
Reimbursable Summer Breakfasts (price ½ the price of lunch)	6,878	1.315	9,044.57
Reimbursable Summer Lunches/Suppers (equal to reimbursable lunch)	8588	2.63	22,586.44
Reimbursable Summer Snacks (price 1/5 the price of lunch)	0		
Reimbursable CACFP Snack (price 1/5 the price of lunch)	0		
Reimbursable CACFP Supper (equal to reimbursable lunch)	327,944	2.63	862,492.72
Estimated Extra Sale Revenue ÷ Total Lunch Equivalent Rate	0		
<b>TOTAL ESTIMATED AMOUNT OF BID<sup>4</sup></b>			2,171,414.80

<sup>1</sup> To be completed by SFA

<sup>2</sup> All rates to be completed by bidder - rates must be identical to the rates stated by bidder on page 16 of the Invitation for Bid/Contract

<sup>3</sup> To be completed by bidder - all totals must be carried out to the second decimal place and must not be rounded

<sup>4</sup> To be completed by bidder - all totals must be carried out to the second decimal place and must not be rounded

<sup>5</sup> To be completed by bidder

Name of the Bidder <sup>5</sup> Compass Group USA, Inc., by and through its Chartwells Division

Street Address <sup>5</sup> 3 International Drive

City <sup>5</sup> Rye Brook State <sup>5</sup> NY Zip Code <sup>5</sup> 10573

By submission of this bid, the bidder certifies that in the event the bidder receives an award under this solicitation the bidder shall operate in accordance with all current applicable state and federal regulations.

*Keith T. Cullinan*  
 Date <sup>5</sup> 5/12/13 Signature of Bidder's Authorized Representative <sup>5</sup> Title <sup>5</sup> Keith T. Cullinan, President-Schools

#### ACCEPTANCE OF THE CONTRACT:

*RSD-FirstLine Schools, Inc.*  
 Name of School Food Authority <sup>1</sup>

Date <sup>1</sup> Signature of Authorized SFA Representative <sup>1</sup> Title <sup>1</sup> *COO*



## Step 2 Certification Statement

Under the provisions of the United States Department of Agriculture, Food and Nutrition Service, I, **Joseph Neary** as the duly authorized representative of **RSD - FirstLine Schools, Inc.** certify that the state prototype IFB/Contract was utilized to execute the *Invitation for Bid and Contract* for School Year **2013-2014**. I further certify that no material changes or alterations were made to the prototype IFB/Contract provided by the Louisiana Department of Education. The Invitation for Bid/Contract utilized is in compliance with all applicable local, state, and/or federal regulations and statutes.

I understand the nonprofit school food service program account cannot be used to pay for unallowable contract costs. As Authorized Representative for the School Food Authority noted above, I will ensure operation of the nonprofit school food service program, including use of nonprofit school food service program account funds, is in compliance with the rules and regulations of the Louisiana Department of Education and the United States Department of Agriculture regarding Child Nutrition programs.

I understand the *Invitation for Bid and Contract* and all related documents are subject to review by the Louisiana Department of Education and the United States Department of Agriculture at any time. I understand all contract information provided to the Louisiana Department of Education is being given in connection with the receipt of federal funds and deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes. Furthermore I understand such misrepresentation could result in the loss of federal and state funding received by the School Food Authority for school-based Child Nutrition Programs.

RSD- FirstLine Schools, Inc

SFA Name

[Signature]

SFA Authorized Representative Signature

COO

Title

6/28/13

Date

Name of Food Service Management Company Chosen: **Chartwells School Dining Services**

Maintain a copy of this form for your records.

Mail original signed and dated form along with all required documentation to:

Babette Lanius  
Louisiana Department of Education  
Division of Nutrition Support  
P.O. Box 94064  
Baton Rouge, LA 70804

Federal regulations allow contracts to be of duration no longer than one year with the option of yearly renewals not to exceed four additional years (7CFR 210.16).

The SFA must use (Sealed Bids) Fixed-Priced Bid.

(Sealed Bids) Fixed-Price Bid – the FSMC will be paid at a fixed rate per lunch equivalent. 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. The values are to be based on the values at the point the SFA receives the commodities from the Louisiana Department of Agriculture and Forestry and on USDA commodity prices pertinent to the time period and shall include both the basic commodities allocation as well as any bonus commodities.

### **Prices per Meal Equivalents for Sealed Bids**

**To be completed by the FSMC:**

Fixed Price per Lunch Equivalent:      \$ 2.63

Fixed Price per Breakfast Equivalent      \$ 1.315  
(1/2 Fixed Price per Lunch Equivalent)

Fixed Price per Snack Equivalent      \$ 0.526  
(1/5 Fixed Price per Lunch Equivalent)

The fixed price per meal/lunch equivalent will be subject to an annual escalator provision, made at the time of contract renewal, based on the CPI for Food Away from Home. The specific CPI used will be the CPI for All Urban consumers.

The fixed price per meal/lunch equivalent will be subject to an annual escalator provision, made at the time of contract renewal, based on the CPI for Food Away from Home. The specific CPI used will be the CPI for All Urban consumers.

## ATTACHMENT U: INDEPENDENT PRICE DETERMINATION CERTIFICATE

Both the School Food Authority (SFA) and the Food Service Management Company (Offerer) shall execute this Independent Price Determination Certificate.

Compass Group USA, Inc., by and through its Chartwells Division

First Line Schools

Name of Food Service Management Company

Name of School Food Authority

A. By submission of this offer, the Offerer 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 Offerer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offerer and will not knowingly be disclosed by the Offerer 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 Offerer for the purpose of restricting competition.
3. No attempt has been made or will be made by the Offerer to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the Offerer certifies that:

1. He or she is the person in the Offerer'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 other Offerer's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby 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 Offerer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of 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 Food Service Management Company's Authorized Representative Keith T. Cullinan Title Keith T. Cullinan, President-Schools

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

Signature of School Food Authority's Authorized Representative Coo

Date 6/28/13

NOTE: Accepting a bidder's/offerer's offer does not constitute award of the contract.