

**Roxbury Prep Charter Schools**  
**Request for Proposals: 2023-2024 Vended Meals**  
**Intent to Procure – Breakfast and Lunch Food Service**  
**RFP Responses Due: May 18, 2023, by 2:00 p.m. EST**

The purpose of this request is to solicit proposal from qualified food service vendors to provide vended meals in accordance to Roxbury Prep’s school meal program, which is a respective part of the United States Department of Agriculture (USDA) School Nutrition Programs, for the 2023-2024 school year. As a result of the facilities at each of the Roxbury Prep campuses not being adequate for the preparation of meals, the network wishes to retain a food service vendor to provide school meals for all of its students, to include breakfast and lunch. Although the following proposal specifications detail the locations of all campuses, Roxbury Prep maintains the right to increase or decrease the scope of work based upon budgetary decisions.

Roxbury Prep participates in the National Breakfast Program (NBP), National School Lunch Program (NSLP); and as such, receives federal/state reimbursements. Roxbury Prep is bound by the regulations of the aforementioned programs and is committed to following all of the regulations set forth.

Roxbury Preparatory Charter School (Roxbury Prep) began on Mission Hill in 1999, serving 75 students. Roxbury Prep is founded on the philosophy that all students are entitled to and can succeed in college preparatory programs when: 1) the curriculum is rigorous, engaging, and well-planned; 2) the school emphasizes student character, community responsibility, and exposure to life’s possibilities; and 3) a community network supports student academic, social, and physical well-being.

During the 2023-24 school year Roxbury Prep’s students will all be eligible for free breakfast and lunch as the school will be participating in the Community Eligibility Provision.

**Proposal Submission Procedures**

**A. Proposal Submission Instructions**

Proposals are to be returned by email to [ksmithendorf@roxburyprep.org](mailto:ksmithendorf@roxburyprep.org).

Interested vendors must submit 1 copy of their response to this Request for Proposal via email **by no later than 2:00 P.M. on Thursday, May 18, 2023.**

**Late proposals will not be considered under any circumstances.**

Proposals must be sent via email with two separate documents, one including the Non-Price Proposal, and the other including the Price Proposal. Ensure documents are named with the following naming structure:

- **Vendor Name\_Non Price Proposal\_RPCS\_2023**
- **Vendor Name\_Price Proposal\_RPCS\_2023**

Once proposals are reviewed, food vendors may be contacted for a follow up interview and/or oral presentation.

**B. Advisory Information**

Promptness of Proposal Submittal

It is the responsibility of the bidder to ensure that their proposal is presented via email before the date and time fixed for closure of the proposal period. No extensions or exceptions will be made.

**C. Bidders Responsibility**

It is the responsibility of the bidder to ensure that their proposal is presented via email and officially received before the advertised date and time of the proposal. It is understood and agreed upon that any person in Roxbury Prep will be absolved from responsibility for the premature opening of any proposal not properly labeled and sealed.

**D. Missing/Ineligible Documents**

The bidder shall familiarize himself with all the forms provided by Roxbury Prep that are to be returned with the proposal. If there are any forms that Roxbury Prep is to provide that are either missing or illegible, it is the responsibility of the bidder to contact the Director of School Support at (617) 858-1306 for duplicate copies of the forms. This must be done before the proposal date and time. Roxbury Prep accepts no responsibility for forms that were not received by the bidder in time for the bidder to submit with his proposal.

**All documents returned to Roxbury Prep shall be signed with an original signature. Failure to sign and return all required documents with the proposal package may be cause for disqualification and for the proposal to be rejected.**

**E. Interpretations and Addenda**

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be made in writing to the Director of School Support and must be received at least three business days prior to the date fixed for the opening of proposals to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addendum to the specifications. All addenda so issued shall become part of the contract document.

**F. Site Visit**

Roxbury Prep has allotted the below dates on which to conduct a site visit, with an estimate of two hours for the site visit. Though bidders are not required to stay for the entire time, this window gives bidders the opportunity to see each available campus. Please note that this is a moving tour requiring driving from various sections of the city. Bidders wishing to visit all available campuses may do so during the below time. Additional site visits are not

available. Any visits undertaken without permission may render your submission non-compliant. A maximum of two representatives per company will be allowed to take part in the site visit. Note that a site visit is not necessary to participate in the bid. **Please register your intent to take part in the below visit along with the name of the attendees by contacting the Director of School Support via email at [ksmithendorf@roxburyprep.org](mailto:ksmithendorf@roxburyprep.org) by 12pm the day before the visit.** The following two site visits have been planned:

Roxbury Prep **Dorchester Campus, 206 Magnolia Street, Dorchester, MA 02121.**  
 Date: Thursday, April 27  
 Time Frame: 9a.m.-11a.m.

Roxbury Prep **Dorchester Campus, 206 Magnolia Street, Dorchester, MA 02121.**  
 Date: Friday, April 28  
 Time Frame: 9a.m.-11 a.m.

**Commented [KS1]:** Confirm dates with DOOs/Suki/Mary

Please do not ask staff any questions. All questions should be written down and emailed to [ksmithendorf@roxburyprep.org](mailto:ksmithendorf@roxburyprep.org) following the site visit.

**G. RFP Timeline**

Activity	Date
RFP Posted on CommBuys and School website	April 13, 2023
RFP Posted on Goods and Services Bulletin	April 17, 2023
RFP Posted in local newspaper	Week of April 17, 2023
Site Visit (two options)	April 27 9am-11am April 28 9am-11am
Taste Test Vendors deliver food	May 18, 2023 1:30pm
RFP Vendor Submission Deadline	May 18, 2023 2:00pm

**Contact Information**

Questions or requests for additional information concerning this bid or the specifications should be addressed to:

Kelsey Smithendorf  
 Director of School Support  
 Roxbury Preparatory Charter School  
 206 Magnolia St, Dorchester MA 02121  
[ksmithendorf@roxburyprep.org](mailto:ksmithendorf@roxburyprep.org)  
 (617) 858-1306

**Responsive Criteria**

A bidder will be deemed Responsive if they have provided all of the documents and certifications requested in the appendix, if they submit a technical proposal that meets all requirements of the RFP, and if they submit a pricing proposal using the format provided in Appendix A of this RFP document.

## Bid Evaluation and Rule for Award

Evaluation criteria have been established to assist Roxbury Prep in determining which bidder will provide the best-suited quality of service that most closely satisfies the requirements set forth in the proposal specifications. Proposal packages failing to submit the necessary documentation shall be rejected without further evaluation and the bidder will be so informed in writing. Similarly, any proposals found to be non-compliant in regards to USDA regulations will be rejected and deemed non-responsible.

<b>Evaluation Criteria:</b>	<b>Possible Points</b>
<b><u>Proposed Extended Price:</u></b> Use the form in Appendix A to complete the price proposal.	<b>30</b>
<b><u>Scope of Services:</u></b> Evidence of successful communications systems for ordering meals, delivery schedule, staff requirements for reheating, warming and distributing meals and local wellness policy. Demonstrated understanding of Roxbury Prep's needs.	<b>20</b>
<b><u>Nutritional Considerations:</u></b> Commitment to provide healthy food options that meet the diverse health needs of our students.	<b>10</b>
<b><u>Participation in food tasting session.</u></b> Quality of food and acceptability of food/meal provided during the food tasting.	<b>10</b>
<b><u>Confidence in the provider:</u></b> Measured by: <ul style="list-style-type: none"> <li>- References: Experience and performance in providing service to similar school districts.</li> <li>- Evidence of corporate capability and experience as measured by performance record, years in the industry, relevant experience, and number of school districts served, client retention, references, and the vendor's organizational chart.</li> <li>- Preference will be given to vendors who have certification as a Historically Underutilized Business (HUB), Massachusetts Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Veteran Business Enterprises (VBE), and/or Portuguese Business Enterprises (PBE).</li> </ul>	<b>20</b>
<b><u>Record Keeping and Availability:</u></b> Evidence of the provision of document requisition support in the event of an audit.	<b>10</b>

Further explanation of each evaluation criteria can be found in the appendix of this document.

After reviewing all responsive proposals, Roxbury Prep will select the proposal that best fits the needs of Roxbury Prep, taking into consideration the above criteria as to the bidders' responsibility. As the objective of this Request for Proposal is to locate a vendor that will provide the best overall value to Roxbury Prep, the contract will be awarded to the proposal that is most advantageous to the program, with price being the primary factor and other factors considered as more fully described in Appendix B.

### A. Scope and Purpose

It is the intent of Roxbury Preparatory Charter Schools (the School Food Authority or SFA) to contract with an interested party or parties for the purchase of breakfast and lunch for the students of Roxbury

Preparatory Charter Schools that fall within Federal regulations and State statutes that will be provided at an economical price for the SFA.

The section titles contained in this General Terms and Conditions document are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

Unless otherwise stated, any listing of factors or criteria in this document does not constitute an order of preference or importance.

The term "Contract," as used in this document, means the comprehensive collection of:

- (1) this General Terms and Conditions document, including any attachments and or amendments thereto,
- (2) the Specifications included in the RFP and any subsequent addenda thereto, the offeror's signed Bid Certification, which must be completed, signed by an authorized representative of the offering entity, and returned with the offeror's response, along with this ENTIRE Terms and Conditions document and all other forms and information collection pages included with this RFP,
- (3) the offeror's response to the RFP,
- (4) the offeror's Notice of Award document, and
- (5) any additional terms, conditions, or instructions issued by the SFA.

Collectively, these documents represent the entire agreement between the parties.

#### **B. Contract Time Period**

The time period for purchases covered by a Contract resulting from an award under this RFP is stated in the Bid Certification. Unless otherwise indicated in these General Terms and Conditions, all pricing will be firm throughout the entire contract period.

Upon mutual written agreement of both parties, this Contract may be extended beyond the expiration of the contract time period in accordance with the General terms and Conditions document entitled "Extension Clause."

The transfer, assignment, or subcontracting of contracts is prohibited, and the offeror agrees not to sell, assign, transfer, convey, or subcontract any portion of this contract resulting from this RFP without the prior written consent of the SFA.

#### **C. Addendum**

In the event any changes to this RFP occur subsequent to the mailing or other delivery of the original RFP, the changes or corrections to this Bid request will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original RFP or any previous addendum. Each addendum will be e-mailed to all entities that are known to have received a copy of this RFP. The SFA is the sole authority for the issuance of any addendum related to this RFP. Any communications from any person or entity other than the SFA regarding any matters related to this bid are invalid and will have no influence on this RFP.

Each addendum must be acknowledged on the acknowledgement form provided with the addendum. Any required acknowledgement form must be submitted along with the submission of any bid response.

**D. Specifications**  
**Roxbury Prep Size of Program**

During the 2023-2024 school year Roxbury Prep’s 3 middle school campuses will serve 750 students, and Roxbury Prep High School will have two campuses serving 625 students. See the enrollment chart below:

School Year 2023-24	Address	Grade 5-8	Grade 9-10	Grade 11-12	Total
<b>Roxbury Prep Mission Hill Campus</b>	120 Fisher Ave, Roxbury, 02120	300			300
<b>Roxbury Prep Lucy Stone Campus</b>	22 Regina Road, Dorchester, 02124	150			150
<b>Roxbury Prep Dorchester Campus</b>	206 Magnolia Street, Dorchester 02121	300			300
<b>Roxbury Prep High School – 9<sup>th</sup> and 10<sup>th</sup> Grade</b>	1286 Hyde Park Avenue, Hyde Park, 02136		400		400
<b>Roxbury Prep High School – 11<sup>th</sup> and 12<sup>th</sup> Grade</b>	2179 Washington St, Roxbury, 02119			225	225
<b>Total Student Population</b>					<b>1375</b>

In the 2024-25 school year, Roxbury Prep will be shifting its population across only two buildings instead of five. A new building at 71 Proctor Street in Roxbury is being built and will have a similar kitchen and food preparation space as Roxbury Prep’s current locations. See the enrollment chart below:

School Year 2024-25	Address	Grade 5-8	Grade 9-12	Total
<b>Roxbury Prep Mission Hill Campus</b>	71 Proctor St, Roxbury MA 02119	250		250
<b>Roxbury Prep Dorchester Campus</b>	206 Magnolia Street, Dorchester 02121	330		330
<b>Roxbury Prep High School</b>	71 Proctor St, Roxbury MA 02119		625	625
<b>Total Student Population</b>				<b>1255</b>

These specifications request food delivery and provision of services for all of Roxbury Prep locations. Services will be provided to five sites in Boston during the course of the contract. Furthermore, Roxbury Prep campus locations may change over the length of the service contract. Although Roxbury Prep will conclude one contract on behalf of the network, the awarded contractor will communicate with each campus individually through a designated account manager regarding specific service needs.

**Scope of Services**

i. Meal Requirements

All of the vended meals must be prepared following the Food-Based Menu Planning approach under USDA regulations, and should conform to the applicable meal pattern requirements.

Roxbury Prep has made the commitment to its families to provide school meals that adhere to the highest ingredient standards. As such, Roxbury Prep will give special consideration to food vendors whose meals meet the following criteria:

- a. Served with fresh or fresh cut fruit.
- b. Little or NO added sugar

- c. NO deep fried food
- d. Little or NO high fructose corn syrup
- e. NO sweeteners
- f. NO nuts used in food preparation (Roxbury Prep is a nut-free school)
- g. Little or NO pork products used in food preparation

The food service vendor must provide two types of fresh milk with the vended meals.

On a daily basis all Roxbury Prep schools should have the option of ordering the following:

- a. Dairy-free meals
- b. Vegetarian meals
- c. Gluten-free meals
- d. Sack lunches for field trips
- e. Shelf-stable milk for field trips
- f. Flavored milk
- g. Non-dairy milk, such as soy milk

Given our gradespans are 5-8 (middle schools) and 9-12 (high school), Roxbury Prep prefers to receive K-8 and 9-12 meal plans.

In addition to indicating specifically which of the above criteria will be met, the **vendor should also furnish certification of compliance with the Healthy Hunger-Free Kids Act with the proposal. Similarly, five standard lunch recipes and two standard breakfast recipes, along with a food sources list, must be included.**

ii. Ordering and Packaging

The food service vendor shall allow for Roxbury Prep to place orders for vended meals on a weekly basis. Quantity updates must be allowable to permit Roxbury Prep to purchase different quantities of food on different days, based on school events, student participation and other factors that may influence student attendance. While it is the preference of Roxbury Prep to make quantity adjustments up to 24 hours before the delivery time, varying stipulations will still be considered, especially if more advanced notice for quantity adjustments is required that will not result in additional fees. **The vendor should include a sample monthly menu for each age group, as outlined in the USDA meal pattern, as well as include any stipulations related to ordering and notice of changes.**

All vended meals must be provided as individualized, unitized meals packaged in sealed, leak-proof, child-friendly containers for direct distribution to students. Food preparation and distribution to students by Roxbury Prep must only require a small team of staff. Roxbury Prep does not employ food service employees, and therefore the task of food prep and distribution must be accomplishable by members of the operations team and custodians (generally 2 individuals per site). Roxbury Prep facility and staff only have the capability of serving meals. All preparation and unitization should occur at the vendor site and delivered as individual unitized components (e.g. bread rolls should be individually packaged). The vended meals must be accompanied by any required eating utensils, condiments, paper goods, etc.

iii. Delivery

The food service vendor will deliver vended meals in separate, suitable transport cartons for each meal type to each Roxbury Prep campus (see Appendix A). The vendor will be responsible for the

condition and care of vended meals, including maintaining the proper temperature of meal components, until Roxbury Prep accepts delivery. Items are to be delivered to the Roxbury Prep campus location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school. Transportation carrier personnel are responsible to then uncrate, setup, and/or assemble items to pre-determined satisfactory condition and remove all debris to the satisfaction of Roxbury Prep.

Vendors who provide frozen meals shall deliver items to each Roxbury Prep campus Monday through Friday between the hours of 3:00AM and 6:00AM. In case of a late delivery, after 6:00AM, the vendor must contact the site's point of contact immediately. Vendors are to secure written permission from the campus operations team of each campus to deliver items during times other than previously mentioned. **A sample delivery schedule of designated times to each Roxbury Prep campus should be included in the proposal, along with the method in which the vended meals will be delivered and set up to be maintained at the proper temperature, as well as the collection of transport equipment. The vendor shall also provide a list its food production sites, and the policies and procedures around the preparation and distribution of food.**

Vended meals will be provided on days when Roxbury Prep campuses are in session, according to the school year calendar and including summer school. Roxbury Prep will not be responsible for receiving or paying for vended meals on: (i) days when the campuses are closed; (ii) planned non-serving days, not shown on master calendar, but communicated in advance in accordance to the vendor's regulations; or (iii) days when schools are closed due to inclement weather. **Any regulations around the communication of order changes must be included in the proposal.**

Daily delivery slips, including Production Records, will be made available to each Roxbury Prep campus. A member of the campus operations team will count and verify all vended meals when received, and note any discrepancies on the daily delivery slip.

Vendors are cautioned to provide adequate personnel to deliver and assemble supplies as none will be provided by Roxbury Prep. If a specialized person is needed to setup, assemble or erect an item (i.e. kitchen equipment), such assembly shall be completed within five (5) business days of the actual delivery date. When delivered, all packages, boxes, cartons, etc., must be plainly marked on the outside as to contents, and delivery site (i.e. campus name).

iv. Record Keeping and Availability

Roxbury Prep participates in the Community Eligibility Program, and is entirely responsible for the proper counting and claiming of meals.

The vendor will keep and maintain all necessary records on the nutritional components and quantities of the meals delivered to the Roxbury Prep campuses, and make these records available for inspections by representatives of Roxbury Prep, the MA Department of Elementary and Secondary Education, USDA and the US General Accounting Office. Furthermore, the vendor will provide document requisition support in the event of an audit upon advance written notice from Roxbury Prep. This includes, but is not limited to, support with menus, production records, recipes, labels and product information statements. **Sample documentation of the forms provided in support of an audit should be included in the proposal package.**

v. Staff Requirements and Customer Service Support



The food services vendor shall have a team of people who are able to maintain consistently, high functioning and efficient processes that are able to meet Roxbury Prep's food service needs. This team should include a food services account manager who will work directly with Roxbury Prep's food service liaison to ensure all food service processes are running smoothly at all times.

The account manager is expected to review the quality of work at each site through a minimum of monthly visits that ensure efficiency, quality and consistency of service and effective communication between the vendor and school. Following these visits, this individual will provide written action steps to each of the campus' point of contact. The account manager is also expected to meet quarterly with the Roxbury Prep network liaison to review progress around school feedback, implementation of each school's monthly action steps and financial reports. The SFA prefers vendors that are local and can address school needs and requests promptly. The contractor shall show evidence of an organizational model that will allow them to properly oversee the food services process including but not limited to customer service representatives.

If the contractor fails to comply with this provision, the contractor may be required to show cause as to why this failure to comply is not deemed to constitute a breach of contract and may set aside and annul the contract.

**Vendors shall provide in the proposal an operational plan to demonstrate their ability to provide adequate staffing and customer service support.** The operational plan should at the very least consist of the names/titles of staff assigned/accountable to Roxbury Prep, normal hours of operation, coverage plan beyond normal hours (if applicable) and method of contact (both during and outside of hours of operation). Failure to supply the required response with the proposal may be cause for disqualification and for the proposal to be rejected.

vi. Equipment Requirements

While the preference of Roxbury Prep is to continue using the existing equipment currently installed on our campuses, the network is open to securing additional/alternative equipment provided by the food service vendor. **The vendor should include a list of equipment required to support their food service program (including food warmers, warm bags, etc.), the pricing of this equipment, and any facility needs to support their recommended equipment (i.e. electrical, plumbing, etc.).** If the vendor intends to provide equipment to the SFA necessary to implement the program, that equipment may not exceed \$50,000 in value and a detailed implementation plan and timeline must be included so that Roxbury Prep may determine the viability of that implementation plan.

Facility space for food service equipment is limited, and Roxbury Prep is not able to support full-scaled kitchens. The extent to which our campuses can support food service equipment is limited to refrigeration, warming/re-heating and shelf storage.

vii. Implementation Plan

**Bidders must describe their plans for full implementation as outlined in this RFP.** This includes the lead time required once a "Notice to Proceed" has been issued. Describe in detail how the bidder would conduct the transition process if awarded the contract; verifying that you are positioned to assume the services as of the start date of the contract term.

viii. Taste Test

**Bidders must present four servings each of two different sample breakfast and lunch options at the proposal openings (for a total of eight breakfasts and eight lunches) to demonstrate to Roxbury Prep what the average meal would look and taste like.** If you cannot bring your meal hot for 2:00 PM, you may arrange to arrive at 1:30 PM to use a microwave. Please email ksmithendorf@roxburyprep.org in advance if you'd like to do this so that we can plan accordingly. **Please present each sample with a one-pager that includes the meal description and ingredient list.**

ix. Nutrition Education and Family Feedback

In an effort to assist Roxbury Prep in promoting its nutritional education to families, the food service vendor will cooperate in efforts to provide awareness outside of classroom instruction time. Additionally, the vendor should implement methods to obtain family feedback and input into the menu development and creation. **Examples of such efforts and methods should be outlined in the proposal.**

x. References

Bidders must provide a minimum of 3 references from current or former clients who can speak to the vendor's experience and performance. Please include the reference's name, company, phone number, and email address.

**E. Deviations from Item Specification or General Terms and Conditions**

Any and all limitations, expectations, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, must be clearly noted in detail by the offeror at the time of submission of the bid. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the offeror's response will hold the offeror accountable to the SFA to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any such limitations, exceptions, qualifications, special conditions, or deviations with the bid response may place the offeror at a competitive disadvantage or otherwise prevent the SFA from considering the affected items(s).

Any deviation from the specifications, will expose the vendor to the remedies identified in this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and may jeopardize future business from the SFA.

**F. Contract and Requirements**

A response to this RFP is an offer to contract with the SFA based upon the General Terms and Conditions contained in the RFP. Offers do not become Contracts unless and until they are accepted by the SFA through an Award Notice to the offeror.

This contract shall collectively include (1) the General Terms and Conditions included in the RFP and any subsequent addenda thereto, (2) the offeror's signed Bid Certification and any subsequent addenda thereto, (3) the offeror's entire response to the RFP, and (4) the offeror's Notice of Award document. All binding agreements should be submitted as part of the bid packet. The contract shall be interpreted by and governed under the laws of the Commonwealth of Massachusetts.

**G. Invoices, Packing Lists, and Payment Conditions**

Packing Lists or other suitable shipping documents must accompany each shipment and must identify (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, and (c) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, number of containers, etc.

All Invoices must reflect (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, and (c) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, etc.. Invoices must be mailed directly to each campus.

Each Invoice should include the vendor's normal payment terms.

In any case, payment will be made only after satisfactory delivery and acceptance of merchandise in good order, including the necessary documentation indicated above, and only after receipt of a correct Invoice form the vendor, including the necessary information indicated above.

At the option of the SFA, invoices with incorrect prices or other errors or inconsistencies will not be paid until corrected, whether by credit memo(s) or issuance of a corrected invoice. At the option of the SFA, invoices may be corrected upon receipt and payment may be made based upon their corrections.

#### **H. Records Retention Requirements**

By signing this bid, the offeror understands that the SFA, the U.S. Department of Agriculture, the MA Department of Elementary and Secondary Education, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions.

Additionally, the offeror must provide all documents as necessary for the independent auditor to conduct the SFA's single audit. The SFA will contract to have the single audit conducted as a regular, direct expense to the SFA; Child Nutrition funds may not be used for this purpose.

The offeror must retain pertinent records for a minimum of three years after the SFA makes final payments. In the event of any unresolved audit findings, the records shall be retained beyond the three (3) year period for as long as required for resolution of the issues raised by the audit.

#### **I. Remedies for Non-Performance of Contract, and Termination of Contract**

If the vendor cannot comply with the terms and conditions in fulfilling its Contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the SFA may terminate the vendor's contract for cause as provided by the remainder of this section.

Unless this Contract is extended by mutual agreement of the parties beyond the expiration of the contract time period as stated on the Bid Certification, this Contract shall terminate upon the expiration of the contract term as stated on the Bid Certification.

If any delay or failure of performance is caused by a Force Majeure event as described in the General Terms and Conditions document entitled "Force Majeure," the SFA may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided within the General Terms and Conditions of this document, this Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2)

an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this Contract will include, but are not limited to:

- (1) the vendor's failure to adhere to any of the provisions of the General Terms and Conditions of this RFP,
- (2) the contract documents, or
- (3) the vendor's violation of any other provision contained within these General Terms and Conditions or any attachment thereto which provides for contract termination as a remedy.

The SFA may, in its sole discretion, terminate all or any portion of this Agreement or the work required hereunder, at any time for its convenience and/or for any reason by giving written notice to the vendor thirty (30) calendar days prior to the effective date of termination of such other period as is mutually agreed upon in advance by the parties. If the vendor is not in default or in breach of any material term or condition of this Agreement, the vendor shall be paid its reasonable, proper and verifiable costs in accordance with generally accepted government contracting principles as set forth in the Federal Acquisition Regulations, including demobilization and contract closeout costs, and profit on work performed and Accepted up to the termination to the extent previous payments made by the SFA to the Vendor have not already done so. Such payment shall be the vendor's sole and exclusive remedy for any Termination for Convenience, and upon such payment by the SFA to the vendor, the SFA shall have no further obligation to the vendor. The SFA shall not be responsible for the vendor's anticipatory profits or overhead costs attributable to unperformed work.

In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

Any Contract termination resulting from any cause other than a Force Majeure event will be deemed valid reason for not considering any future bid from the defaulting vendor. In the event the SFA terminates this Contract, in whole or in part, for any reason provided for within the contract, the SFA reserves the right to award the canceled Contract, or any portion thereof, to the next lowest or most responsible offeror as it deems such award to be in the best interest of the SFA.

#### **J. Force Majeure Consideration**

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the vendor's industry equally and are not actions taken solely against the vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this Contract will be required to use due caution and preventative measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by the Force Majeure event shall be executed for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

The SFA will not be responsible for any costs incurred by the vendor because of the Force Majeure event unless the SFA has requested, in writing, that the vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and the SFA has agreed in writing to incur such additional costs.

Notwithstanding any other provision of this section, in the event the vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the SFA shall have the option to terminate this contract in accordance with the General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination." Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the SFA's rights as provided elsewhere in this contract.

#### **K. Venue**

This agreement will be construed and governed according to the laws of the Commonwealth of Massachusetts. Both parties agree that venue for any litigation arising from this contract shall lie in Suffolk County, Massachusetts.

#### **L. Waiver**

No claims or rights arising out of a breach of this Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

#### **M. Right to Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform the questioning party may demand that the other party give a written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

#### **N. Extension Clause**

This contract may be extended annually for up to two (2) additional years from the expiration of the initial Contract period, unless sooner terminated in accordance with the provisions of this Contract, if the vendor and the SFA mutually agree, and no increases in costs are incurred, and the maximum allowable escalation price is capped by the annual national Consumer Price Index, *Cost of Food Away from Home*.

#### **O. Regulatory Compliance**

- (1) The offeror and SFA mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.
- (2) The offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 - 163).

- (3) The offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
- (4) The offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".
- (5) The offeror shall comply with the "Buy American" provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250 (further detailed below).
- (6) The offeror shall comply with the provisions of the Consumer Product Safety Act.
- (7) The offeror shall complete and sign the *Certification of Independent Price Determination* form; *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* form; and *Disclosure Form to Report Lobbying* and shall include these documents as part of the Agreement. (See Attachments)
- (8) The offeror shall abide by all applicable State and Federal laws and policies of the State Board of Education when providing services under this Contract.
- (9) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.
- (10) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (11) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (12) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities

must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (13) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (14) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it 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, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must

contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **Buy American provision**

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools participating in the National School Breakfast and Lunch Programs in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or product for use in the meals served under these programs. The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States substantially using agricultural commodities that are produced in the United States.

"Substantially" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically. These provisions apply to all funds in the food service account and not just federal reimbursements.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request if competition reveals the cost of domestic food is significantly higher than non domestic food, or if the domestic food is not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 2 days in advance of delivery. The request must include documentation of:

- a) Alternative substitute (s) that are domestic and meet the required specifications:
  - i) Price of the domestic food alternative substitute (s); and
  - ii) Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
  
- b) Reason for exception: limited/lack of availability or price (include price):
  - iii) Price of the domestic food product; and
  - iv) Price of the non-domestic product that meets the required specification of the domestic product.

#### **P. Assurance of Non-Collusion**

By signing this bid, the offeror assures that, to the best of his/her knowledge:

- (1) Neither the offeror nor any business entity represented by the offeror has received compensation for participation in the preparation of the items specifications or the General Terms and Conditions related to this RFP,
- (2) This bid has been arrived at independently and is submitted without collusion with any other offeror, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any offeror an unfair advantage over any other offeror with respect to this RFP.
- (3) The offeror has not accepted, offered, conferred or agreed to confer, and will not in the future accept, offer confer, or agree to confer any benefit or anything of value to any person or entity related to the SFA or any of its members in connection with any information or submission



related to this bid, any recommendations, decision, vote or award related to this bid, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or served related to this bid,

- (4) Neither the offeror, nor any business entity represented by the bidder, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of the Commonwealth of Massachusetts with regard to this bid, and this bid has not been knowingly disclosed, and will not be knowingly disclosed to another offeror, competitor, or potential competitor prior to the opening of bids.
- (5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a bid.

**Q. Assurances regarding Legal and Ethical Matters**

By signing this bid, the offeror assures that:

- (1) he/she has read and understands all the General Terms and Conditions in this document and agrees to be bound by them, and is authorized to submit bids on behalf of the offering entity,
- (2) the offeror has noted any and all relationships that might be conflicts of interest and included such information with his/her bid response,
- (3) the bid submitted conforms with all specifications, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this RFP,
- (4) if this bid is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this RFP to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this RFP,
- (5) the offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this bid,
- (6) the offering entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this bid, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this bid, and the offeror will comply with any reasonable request from the SFA to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards,
- (7) concerning paragraph (6) above, the offering entity has identified and disclosed in this written bid any and all known suspected matters that would disqualify it from participating in this bid or receiving any award or contract related to this bid, recognizing that the offer's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this bid any such matters which do exist is a material breach of contract which would void the submitted bid or any resulting contracts, and subject the offeror to removal from all procurement lists and possible criminal prosecution
- (8) the offering entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals or licensed necessary for lawful performance of its obligations under this contract,
- (9) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the bid are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
- (10) the offering entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold the SFA and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
- (11) the offering entity will maintain, at the offering entity's expense, any insurance necessary to protect the SFA and its members from all claims for bodily injury, death, or property damage

- that might arise from the performance by the offering entity or the offering entity's employees or its agents or any service required of the offering entity under this contract; however, the existence of such insurance will not relieve the offering entity of full responsibility and liability for damages, injury, death or loss as described or as otherwise provided for by law,
- (12) neither the SFA nor any of its members shall be liable to the offering entity for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the SFA declares the offering entity in default,
  - (13) he/she understands that by signing the bid with any false statement is a material breach of the contract which will void the submitted bid or any resulting contract(s), and subject the bidder to removal from all procurement lists, and possible criminal prosecution,
  - (14) Offerors must comply with the Commonwealth of Massachusetts Conflict of Interest requirement.

#### **R. Protest Procedure**

Protests of awards exceeding \$10,000 in value must be submitted to the issuing Agency at the address given on Page 12 of this document. Protests must be received in this office within 15 calendar days from the date of the Contract award and provide specific reasons and any supporting documentation for the protest.

#### **Civil Rights Statement**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- 1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- 2) fax: (202) 690-7442; or
- 3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

**APPENDIX A: Pricing Sheet**

Vendors must use the following pricing form to submit their price proposal.

	<b><u>Year 1 Cost</u></b>	<b><u>Year 2 Cost</u></b>	<b><u>Year 3 Cost</u></b>
K-8 Breakfast: Price per meal			
K-8 Lunch: Price per meal			
9-12 Breakfast: Price per meal			
9-12 Lunch: Price per meal			
<b><u>Assume 1,300 students x 180 days:</u></b> <b><u>Total Meal Costs</u></b>			
Cost to SFA of additional staffing necessary to carry out vendor model			
Cost to SFA of additional equipment necessary to carry out vendor model			
<b><u>Staffing + Equipment:</u></b> <b><u>Total annual cost</u></b>			
<b><u>Total Extended Price</u></b>			

**APPENDIX B: Evaluation Criteria**

**Proposed Price**

<b>Scope of Services: Proposed Price</b>	<b>Rating</b>
Lowest extended price proposal	Highly Advantageous
Second lowest extended price proposal	Advantageous
Vendors not the lowest or second lowest extended price proposals	Not Advantageous

**Scope of Services**

<b>Scope of Services: Staffing and Equipment</b>	<b>Rating</b>
Vendor model makes exceptional use of Roxbury Prep's current staffing model and equipment.	Highly Advantageous
<ul style="list-style-type: none"> <li>Vendor model makes acceptable use of Roxbury Prep's current staffing model and equipment. Any proposed equipment implementation will not affect summer projects or start of school year.</li> </ul>	Advantageous
Vendor model requires any of the below: <ul style="list-style-type: none"> <li>Minor changes to Roxbury Prep's current staffing model, or</li> <li>Purchase or installation of new equipment at cost to vendor, or</li> <li>Staffing/Equipment implementation timeline may affect summer projects</li> </ul>	Not Advantageous
Vendor model requires any of the below: <ul style="list-style-type: none"> <li>Moderate or extreme changes to Roxbury Prep's current staffing model, or</li> <li>Purchase or installation of new equipment at cost to Roxbury Prep, or</li> <li>Staffing/Equipment implementation timeline will affect summer projects or start of school year</li> </ul>	Unacceptable

<b>Scope of Services: Ordering and Delivery</b>	<b>Rating</b>
Vendor has evidence of a sufficient organizational model that ensures on time and accurate delivery, includes back up plans in case of emergency, and meets the needs of Roxbury Prep as stated in the RFP.	Advantageous
Vendor has evidence of a sufficient organizational model that ensures on time and accurate delivery, includes back up plans in case of emergency, but does not meet all needs of Roxbury Prep as stated in the RFP.	Not Advantageous
Vendor does not have evidence of sufficient organizational model to ensure on time and accurate delivery and/or does not include back up plans in case of emergency.	Unacceptable

<b>Scope of Services: Customer Service</b>	<b>Rating</b>
Vendor organizational model displays excellent attention to customer needs and customer service.	Highly Advantageous

Vendor organizational model displays some attention to customer needs and customer service.	Advantageous
Vendor organizational model is missing evidence of how it meets customer needs or offers customer service.	Not Advantageous
Vendor organizational model is missing evidence of how it meets customer needs and how it offers customer service, or Evidence of organizational model as stated will not offer sufficient customer service to Roxbury Prep's needs as stated in the RFP.	Unacceptable

**Nutritional Considerations**

Nutritional Considerations	Rating
Proposed menu meets or exceeds all of the following: <ul style="list-style-type: none"> <li>Exceeds USDA requirements for nutritional content.</li> <li>Sourcing follows Buy American guidelines.</li> <li>Emphasizes fresh fruits and vegetables.</li> <li>Contains little to no added sugar</li> <li>Uses no deep fried foods</li> <li>Contains little to no high fructose corn syrup</li> <li>Contains no sweeteners</li> <li>Contains no nuts</li> <li>Contains little or no pork products</li> <li>Menu and sourcing use high quality food sourcing and ingredients.</li> <li>Menu is culturally appropriate for the student population.</li> </ul>	Highly Advantageous
Proposed menu meets more than half but not all of the following: <ul style="list-style-type: none"> <li>Meets USDA requirements for nutritional content.</li> <li>Sourcing follows Buy American guidelines.</li> <li>Emphasizes fresh fruits and vegetables.</li> <li>Contains little to no added sugar</li> <li>Uses no deep fried foods</li> <li>Contains little to no high fructose corn syrup</li> <li>Contains no sweeteners</li> <li>Contains no nuts</li> <li>Contains little or no pork products</li> <li>Menu and sourcing use high quality food sourcing and ingredients.</li> <li>Menu is culturally appropriate for the student population.</li> </ul>	Advantageous
Proposed menu meets fewer than half of the following: <ul style="list-style-type: none"> <li>Exceeds USDA requirements for nutritional content.</li> <li>Sourcing follows Buy American guidelines.</li> <li>Emphasizes fresh fruits and vegetables.</li> <li>Contains little to no added sugar</li> <li>Uses no deep fried foods</li> <li>Contains little to no high fructose corn syrup</li> <li>Contains no sweeteners</li> </ul>	Not Advantageous

<ul style="list-style-type: none"> <li>• Contains no nuts</li> <li>• Contains little or no pork products</li> <li>• Menu and sourcing use high quality food sourcing and ingredients.</li> <li>• Menu is culturally appropriate for the student population.</li> </ul>	
Menu does not follow USDA requirements, or sourcing does not follow Buy American guidelines.	Unacceptable

**Food Tasting Session**

<b>Food Tasting Session</b>	<b>Rating</b>
Participants score vendor an average of 4.5 out of 5 or higher in taste test on food quality, flavor, packaging quality.	Highly Advantageous
Participants score vendor an average between 3.5 and 4.4 out of 5 in taste test on food quality, flavor, packaging quality..	Advantageous
Participants score vendor an average between 2 and 3.4 out of 5 in taste test on food quality, flavor, packaging quality.	Not Advantageous
Participants score vendor an average below 2 out of 5 in taste test on food quality, flavor, packaging quality.	Unacceptable

**Confidence in the Provider**

<b>School Food Service Background</b>	<b>Rating</b>
<ul style="list-style-type: none"> <li>• 15 or more years of operating experience with public school food service programs in New England districts or charter schools.</li> <li>• Evidence of strong client retention.</li> <li>• Evidence of serving similar schools and gradespans (urban, charter schools, vended meals model, etc.)</li> </ul>	Highly Advantageous
<ul style="list-style-type: none"> <li>• Between 10 and 15 years of operating experience with public school food service programs in New England districts or charter schools.</li> <li>• Evidence of strong client retention.</li> <li>• Evidence of serving similar schools and gradespans (urban, charter schools, vended meals model, etc.)</li> </ul>	Advantageous
<ul style="list-style-type: none"> <li>• Between 5 and 10 years of operating experience with public school food service programs in New England districts or charter schools.</li> <li>• Evidence of strong client retention.</li> <li>• No evidence of serving similar schools and gradespans (urban, charter schools, vended meals model, etc.).</li> </ul>	Not Advantageous
<ul style="list-style-type: none"> <li>• Less than 5 years of operating experience with public school food service programs in New England districts or charter schools.</li> <li>• No evidence of strong client retention.</li> <li>• No evidence of serving similar schools and gradespans (urban, charter schools, vended meals model, etc.)</li> </ul>	Unacceptable

<b>Reference Satisfaction</b>	<b>Rating</b>
All references stated that the vendor met or exceeded expectations in all contract years and achieved all other contract requirements and delivery specifications.	Advantageous
Some references stated that the vendor met or exceeded expectations in all contract years and achieved all other contract requirements and delivery specifications.	Not Advantageous
No references stated that the vendor met or exceeded expectations in all contract years and achieved all other contract requirements and delivery specifications.	Unacceptable

<b>Organizational Diversity Certifications</b>	<b>Rating</b>
Organization has documentation of current certification as a Historically Underutilized Business (HUB), Massachusetts Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Veteran Business Enterprises (VBE), and/or Portuguese Business Enterprises (PBE).	Highly Advantageous
Organization does not have documentation of current certification as a Historically Underutilized Business (HUB), Massachusetts Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Veteran Business Enterprises (VBE), and/or Portuguese Business Enterprises (PBE).	Not Advantageous

**Record Keeping and Availability:**

<b>Record Keeping: Audit preparation</b>	<b>Rating</b>
Organization has evidence of strong organizational systems to support in an event of an audit.	Advantageous
Organization does not have evidence of strong organizational systems to support in an event of an audit.	Unacceptable

<b>Record Keeping: Invoicing</b>	<b>Rating</b>
Organization has evidence of strong organizational systems to ensure accurate, clear, and timely invoicing.	Advantageous
Organization does not have evidence of strong organizational systems to ensure accurate, clear, and timely invoicing.	Unacceptable

**FORM A: PROPOSAL FORM AND CHECKLIST**

I hereby acknowledge and agree that I have read and completed all of the preceding Proposal Terms and Conditions. All required forms are included in our proposal submission.

<u>Forms</u>	<u>In Proposal - Yes/No</u>
(A) Proposal Form and Checklist	
(B) Vendor proposal	
(C) Agreement and Compliance with General Terms and Conditions	
(D) Historically Underutilized Business (HUB) Certification	
(E) Lobbying Certification	
(F) Certification Regarding Debarment, Suspension, and Other Responsibility Matters	
(G) Acknowledgment of Addenda	
(H) Separates document for Price Proposal	

The checklist below serves as a reminder of the items pertaining to this proposal. The checklist is not considered to be all-inclusive. Bidders are to read and become familiar with all instructions outlined in the proposal package.

<u>Item</u>	<u>Yes</u>	<u>No</u>
Have you verified your pricing to ensure accuracy?		
Is your pricing proposal and non-price proposal included in separate documents?		
Have you answered all questions fully and accurately?		
Have you prepared all supporting documents for submission?		
Have you signed all your documents?		
Did you make a copy of the proposal package for your records?		

I/We the undersigned are duly authorized to execute this Tender on behalf of:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_



**RETURN THIS DOCUMENT IN SEALED BID PACKET**

**FORM C: AGREEMENT AND COMPLIANCE WITH TERMS AND CONDITIONS**

[Company Name] acknowledges that it has read all the General Terms and Conditions and affirms that [Company Name] is in agreement and compliance with these General Terms and Conditions.

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Company Name (Please Print)

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Signature of Authorized Representative

**RETURN THIS DOCUMENT IN SEALED BID PACKET**

**FORM D: Historically Underutilized Business (HUB) Certification**

Companies submitting bids that have been certified by the Commonwealth of Massachusetts as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Request for Bid.

I certify that my company has been certified by the Commonwealth of Massachusetts as a Historically Underutilized Business (HUB), Massachusetts Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Veteran Business Enterprises (VBE), and/or Portuguese Business Enterprises (PBE), and I have attached a copy of our certification to this form.  
**(Required documentation for recognition as a HUB, MBE, WBE, VBE, or PBE).**

My company has NOT been certified by the Commonwealth of Massachusetts as a Historically Underutilized Business (HUB), Massachusetts Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Veteran Business Enterprises (VBE), and/or Portuguese Business Enterprises (PBE).

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Company Name (Please Print)

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Signature of Authorized Representative

**RETURN THIS DOCUMENT IN SEALED BID PACKET**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS  
AND COOPERATIVE AGREEMENTS**

**FORM E: Lobbying Certification**

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 any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan 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 sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. 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.

\_\_\_\_\_  
Company Name (Please Print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**RETURN THIS DOCUMENT IN SEALED BID PACKET**

**FORM F: Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions**

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- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - (d) have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

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Company Name (Please Print)

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Signature of Authorized Representative

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Date

RoxburyPrep.org

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Mission Hill Campus 120 Fisher Avenue Roxbury, MA 02120 T: 617 566 2361 F: 617 566 2373	Lucy Stone Campus 22 Regina Road Dorchester, MA 02124 T: 617 979 0115 F: 617 822 7527	Dorchester Campus 206 Magnolia Street Dorchester, MA 02121 T: 617 858 2300 F: 617 275 5760	Roxbury Prep High (lower) 1286 Hyde Park Avenue Hyde Park, MA 02136 T: 617 858 2288 F: 617 275 4004	Roxbury Prep High (upper) 2179 Washington Street Boston, MA 02119 T: 617 858 2288 F: 617 275 4004
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