



BOSTON COLLEGIATE CHARTER SCHOOL

Request for Proposal

REQUEST FOR PROPOSALS
FOR VENDED MEALS
FOR BOSTON COLLEGIATE CHARTER SCHOOL

Locations

215 Sydney Street, Dorchester, MA 02125
11 Mayhew Street, Dorchester, MA 02125

Proposal Due Date

Friday, October 3, 2025, 5:00 PM

Point of Contact

Jen Ryan, School Nurse Leader
11 Mayhew Street, Dorchester, MA 02125
jryan@bostoncollegiate.org
(617) 265-1172 ext. 2000



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SECTION 1: INTRODUCTION

1.1 Introduction

Boston Collegiate Charter School (Boston Collegiate) is soliciting Proposals for Vended Meals for their two campuses (Lower and Upper campus) in the 2025-2026 School Year beginning November 2, 2025. The term of the contract will commence November 3, 2025 until June 30, 2025, with four (4) options of one-year renewals for up to a total of five (5) years. Proposals must be submitted on or before Friday, October 3, 2025.

Boston Collegiate, the School Food Authority (SFA), will award the contract to the most advantageous proposal from a responsible and responsive offer or, taking into consideration both the price and the evaluation criteria set forth. Boston Collegiate reserves the right to waive any informality in any proposal and to reject any or all proposals that do not meet the minimum criteria that will be used to evaluate the proposals. Boston Collegiate also reserves the right to reject any or all proposals if it determines it to be in the best interest of the school to do so. Bid documents may be obtained from Jen Ryan at jryan@bostoncollegiate.org.

1.2 About Boston Collegiate Charter School

OUR MISSION

The mission of Boston Collegiate Charter School (Boston Collegiate) is simple yet ambitious: to prepare each student for college. We offer an academically rigorous college preparatory curriculum for 700 students in fifth through twelfth grades. 100% of our graduates have been accepted to college; the majority of them will be the first in their families to complete a college degree.

OUR VISION

All Boston Collegiate students will graduate empowered to choose their own directions, with options aligned with their passions and interests and with the critical thinking capability to choose wisely. They will be equipped not only to go to college, but to thrive there. They will have the skills and the leadership mindsets necessary to make an impact in their communities and beyond. To achieve this vision of our graduates, Boston Collegiate will be a leading school in academically rigorous, equitable, and inclusive educational practices in Boston. Boston Collegiate will create opportunities for each student to thrive and cultivate the unique talents that each student brings. Boston Collegiate will be a beacon of the twin pillars of scholarship and belonging, and thus a national model for what integrated education can look like at its best.



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OUR STRATEGIC FOCUS AREAS

Boston Collegiate is striving to be an anti-racist school that knows that every student should feel seen and heard in who they are and have access to an excellent education. Boston Collegiate is committed to the long term work of dismantling systems of oppression and inequity in our community.

In the 2025-2026 school year, Boston Collegiate will enroll students at two campuses.

- 215 Sydney Street, Dorchester MA 02125 – Lower School
 - 200 students, Grades 5 and 6
- 11 Mayhew Street, Dorchester MA 02125 – Upper School
 - 500 students, Grades 7-12

1.3 Schedule of Events

The schedule of events set out herein represents Boston Collegiate's schedule that will be followed.

Boston Collegiate reserves the right to adjust the proposed dates on an as needed basis with or without notice.

Description	Date	Time						
RFP released (including COMMBUYS, Goods & Services, media, Boston Collegiate website)	9/8	12:00 PM						
Deadline for written questions sent to the Point of Contact	9/26	5:00 PM						
Deadline for written question responses shared with all bidders	9/30	9:00 AM						
Delivery of meals for Boston Collegiate taste tests to: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><u>15 Units</u></td> <td style="width: 50%; border: none;"><u>25 Units</u></td> </tr> <tr> <td style="border: none;">215 Sydney Street</td> <td style="border: none;">11 Mayhew Street</td> </tr> <tr> <td style="border: none;">Dorchester, MA 02125</td> <td style="border: none;">Dorchester, MA 02125</td> </tr> </table>	<u>15 Units</u>	<u>25 Units</u>	215 Sydney Street	11 Mayhew Street	Dorchester, MA 02125	Dorchester, MA 02125	9/30-10/3	N/A
<u>15 Units</u>	<u>25 Units</u>							
215 Sydney Street	11 Mayhew Street							
Dorchester, MA 02125	Dorchester, MA 02125							
Proposal Due	10/3	5:00 PM						
Final Internal Evaluation, 9AM - 12PM	10/8	12:00 PM						
Notice of Intent to Award	10/9	5:00 PM						
Unexecuted agreement shared with Department of Elementary and Secondary Education (DESE)	10/15	5:00 PM						
Contractor begins work (on or around)	11/3/25	N/A						



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SECTION 2: GENERAL INFORMATION

2.1 School Information

Campus	Lower School	Upper School
Grades Served	5th- 6th	7th - 12th
Estimated Enrollment 2025	200	500
Meals Offered	Breakfast, Lunch	Breakfast, Lunch
Estimated Breakfast Times	7:00-7:45	7:00-7:45
Estimated Lunch Times	10:55-12:30 5th A: 10:55-11:15 5th B: 11:20-11:40 6th A: 11:45-12:05 6th B: 12:10-12:30	10:28-1:46 7th A: 10:40-11:02 7th B: 11:02-11:24 8th A: 11:33-11:55 8th B: 11:55-12:17 9/10: 12:22-12:51 11/12: 1:17-1:46
Service Days	134 school days Monday - Friday	134 school days Monday - Friday

Please review the current Boston Collegiate academic calendar, [linked here](#). This calendar is subject to change.

2.2 Scope of Work

Boston Collegiate is seeking an organization that is familiar with the following programs:

- The National School Lunch Program (NSLP)
- The Child and Adult Care Food Program (CACFP)
- CEP (Community Eligibility Provision)

The ideal food vendor will meet the following specifications:

High Quality Food & Menu Items	<ul style="list-style-type: none"> ● At least one fresh vegetable option with every lunch ● At least one fruit option with every breakfast, lunch meal (fresh fruit preferred) ● No partially or fully hydrogenated oils
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	<ul style="list-style-type: none"> ● No artificial trans fats ● No deep fried foods ● Whole foods & ingredients, no overly processed foods; whole grains ● Foods with little sugar ● No artificial colors, flavors, or sweeteners ● Meat free from sodium nitrates and/or nitrates ● No animal by-products ● No mechanically separated meats (aka “pink slime”) ● No rBST hormones in milk ● No BHA & BHT
<p>Menu Specificians</p>	<ul style="list-style-type: none"> ● A fully peanut and tree nut free menu for both breakfast and lunch ● Offer one hot lunch option daily ● Offer one cold lunch option daily ● Offer one non-pork lunch option daily ● Offer one vegetarian lunch option daily ● Offer one hot breakfast option weekly ● A comprehensive system for meeting other dietary needs including, but not limited to: vegan, egg-free, dairy-free, gluten-free, and soy-free diets; this system must include a safe & transparent production process, safety checks, staff training, and labeling system
<p>Full Compliance</p>	<ul style="list-style-type: none"> ● All meals are produced, chilled, and delivered in compliance with the highest food safety standards. ● All meals offered are fully NSLP compliant. All menus are fully NSLP compliant. ● A fresh fruit and vegetable option is provided with every entree option, as required in offer vs. serve (OVS). <ul style="list-style-type: none"> ○ Breakfast meal should include at least 4 items (milk included) to meet offer vs serve ○ Lunch meal should include at least 5 items (milk included) to meet offer vs serve ● Low fat or nonfat milk is offered with every meal. A dairy free milk option is offered for students with documented allergies or intolerance. ● Comply with all state, county and city health and sanitation requirements. Boston Collegiate reserves the right to inspect Vendor’s facilities at any time during the contract period ● Has valid all certifications and insurance documents
<p>Support</p>	<ul style="list-style-type: none"> ● Ability to deliver meals daily Monday-Friday during the school year



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	<ul style="list-style-type: none"> ● All meals must be labeled with a label that contains: identification of meal, identification of portion (K8 or 9-12), and any of the 9 major allergens in the meal. Cooking instructions for each meal can be on label, on delivery slip, or emailed ● A dedicated point of contact for the account and/or a responsive customer service line that is available by phone and email during school nutrition hours (7:00-3:00 PM) ● Necessary service products including, but not limited to, utensils, napkins, and meal trays are provided for purchase through the vendor. ● All substitutions or menu changes are communicated in advance of service and in writing ● Prompt completion of unscheduled deliveries when there has been an error in delivery or a service emergency in order to ensure meal service can continue as scheduled ● Vendor must take and incorporate feedback from students & families on a regular basis
Additional	<ul style="list-style-type: none"> ● A demonstrated record of success in K-12 public and/or public charter schools or other school-like venues, demonstrated by an increase in participation over time and multiple positive references.

2.3 Vendor Responsibilities

The Vendor shall be responsible for the following:

Production through Delivery	<ul style="list-style-type: none"> ● Produce high quality, diverse menu items appropriate for the entire Boston Collegiate student body. ● Deliver meals to location(s) at between the hours of 10:30 AM and 4:00 PM to Boston Collegiate. ● Condition or care of meals until they are delivered to the school. ● If requested or ordered, provide the necessary utensils, napkins, and paper goods in sufficient quantity for the number of meals ordered. ● Maintain the proper temperature of the breakfast and lunch components until they are delivered. ● Provide Boston Collegiate with sack or unitized lunches for field trips when requested. All meals for field trips must meet the appropriate meal pattern requirements.
Meal Service & Food Safety	<ul style="list-style-type: none"> ● Provide cooking or reheating instructions for all meals



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Counting & Compliance	<ul style="list-style-type: none">● Participate in any Department of Health inspection and/or compliance reviews with DESE.● Maintain all necessary records on the nutritional components and quantities of the meals served at Boston Collegiate and make said records available for inspection by State and Federal authorities upon request.
Customer Service	<ul style="list-style-type: none">● Respond promptly to communication from Boston Collegiate regarding meal service.● Provide a dedicated point of contact for the account and/or a responsive customer service line that is available by phone and email during school nutrition hours (7:00-3:00 PM).● Provide to Boston Collegiate no later than one (1) week prior to the end of each month, a monthly menu covering the meals to be served for the following month, including all menu items for dietary restrictions.● Communicate all substitutions or menu changes in advance of service and in writing.● Promptly complete necessary unscheduled deliveries when there has been an error with an original delivery or a service emergency.

2.4 Payment for Goods & Services Rendered

Boston Collegiate will commit to prompt payment of invoices to the vendor using net 30 terms.

- No payment will be made for meals that are spoiled or unwholesome at time of service, do not meet the specifications, or do not otherwise meet the requirements of the agreement. No deduction will be made unless Boston Collegiate provides written notification of the meal service for which the deduction is to be made, specifying the number of meals for which we intend to deduct payment and setting forth the reasons for the deduction. Boston Collegiate will provide such notice no later than three (3) business days after the date the meal was served.
- If any invoices presented for payment are not paid within the number of days specified, the charges from the invoice may be subject to a late fee, the terms to be outlined in the contract. All late fees will be paid from Boston Collegiate’s general fund, not food service account funds.



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SECTION 3: PROPOSAL SPECIFICATIONS

3.1 Contract Period

The contract period will be November 3, 2025 through June 30, 2026, with the option to renew up to four (4) one-year contracts.

- Renewal 1: July 1, 2026 - June 30,2027
- Renewal 2: July 1, 2027 - June 30, 2028
- Renewal 3: July 1, 2028 - June 30, 2029
- Renewal 4: July 1, 2029 - June 30,2030

Contact awarded may be renewable if continued service is deemed satisfactory and the fixed fee per meal increase does not exceed the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home.

3.2 Proposals Must Include:

Category	Requirements
Commitment to Diversity, Equity, and Inclusion	<input type="checkbox"/> A statement demonstrating the bidder’s commitment to diversity, equity, and inclusion and how this commitment is enacted in daily practices & policies
Pricing	<input type="checkbox"/> Cost per meal (breakfast, lunch), including milk <input type="checkbox"/> Cost of any necessary storage or service equipment <input type="checkbox"/> Cost for labor (daily and/or hourly rate) <input type="checkbox"/> Estimated value of the contract based on enrollment, calendar, etc.
References	<input type="checkbox"/> At least 5 professional references, at least 2 from K-12 schools of comparable size to Boston Collegiate <ul style="list-style-type: none"> ○ At least 3 references should be from schools or partners serviced within between 2021 and the present day ○ References must include a current & accurate phone number and email address
Menus & Menu Feedback	<input type="checkbox"/> Sample 1 month cycle menus for breakfast and lunch, including nutritional information showing compliance with federal and state meal program requirements.



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	<ul style="list-style-type: none"> <input type="checkbox"/> At least one general menu (with at least 2 meal options), one menu appropriate for vegetarian students, one menu appropriate for students with allergies or intolerances. <input type="checkbox"/> Sample form or survey collecting menu or menu item feedback from students and/or families
Meal Tasting (see section 3.4)	<ul style="list-style-type: none"> <input type="checkbox"/> Delivery of 3 regular entree selections from the lunch menu: <ul style="list-style-type: none"> <input type="checkbox"/> one selection must be the regular pizza offering <input type="checkbox"/> two other selections may be a menu item of your choosing <input type="checkbox"/> all selections must be appropriate for delivery day-before and reheated onsite the following day <input type="checkbox"/> Deliveries should include fruit, vegetables, and milk unless these components are unitized in the packaging of the primary menu item <input type="checkbox"/> Deliveries should include instructions for safely reheating <input type="checkbox"/> Deliveries must include 25 units of each selection to our Upper School campus and 10 units of each selection to our Lower School campus
Organization Profile	<ul style="list-style-type: none"> <input type="checkbox"/> A description of the bidder & its operating principles <input type="checkbox"/> An outline of the duration and extent of experience in the operation of public and public charter school meal services
Description of Services	<ul style="list-style-type: none"> <input type="checkbox"/> Menu development rationale <input type="checkbox"/> How orders for meals, condiments, paper goods, and other necessary materials are placed <input type="checkbox"/> Equipment needed to safely serve meals and ability to provide or source said equipment <input type="checkbox"/> Customer service structures <input type="checkbox"/> Additional available services
Compliance	<ul style="list-style-type: none"> <input type="checkbox"/> A copy of current permits & health certifications for the food service facility in which it prepares meals for the NSLP <input type="checkbox"/> Proof of liability insurance <input type="checkbox"/> Proposed indemnity language <input type="checkbox"/> Buy American Provision (sample language included in Section 5.3)
For annual contracts in excess of \$150,000	<ul style="list-style-type: none"> <input type="checkbox"/> Certificate of Independent Price Determination <input type="checkbox"/> Certification Regarding Debarment, Suspension, and Ineligibility



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	<input type="checkbox"/> Certification Regarding Lobbying <input type="checkbox"/> Disclosure of Lobbying Activities
<ul style="list-style-type: none"> Organizations must submit any other materials/supplies not listed above that demonstrate capacity to fulfill the requirements of this bid. Duly authorized representatives of Boston Collegiate, the MA Department of Elementary and Secondary Education, and/or the United State Department of Agriculture reserve the right to access any books, documents, papers, and/or records of the bidder which are directly pertinent to all negotiated contracts 	

3.3 Proposals May Include

- Tour of production & distribution facilities at the request of Boston Collegiate.

3.4 Tasting Logistics

Boston Collegiate centers co-authorship of our school experience with our families and students. Families are an integral part of our selection process and must have the opportunity to taste the food that will ultimately be offered to our students. Vendors who do not submit meals for our family tasting event will be automatically disqualified from our selection process.

WHO	<ul style="list-style-type: none"> Each bidder will deliver entree selections from the regular lunch menu; selections should be appropriate for the general student population Boston Collegiate will organize and distribute menu selections to students for taste testing and ratings 		
WHAT	<ul style="list-style-type: none"> Meals must be delivered for sample consumption on; Boston Collegiate will store all meals and heat according to instructions: <ul style="list-style-type: none"> one selection must be the regular pizza offering two other selections may be a menu item of your choosing Deliveries should NOT include fruit, vegetables, or milk unless these components are unitized in the packaging of the primary menu item 		
WHEN	<ul style="list-style-type: none"> Meals must be delivered between Monday, September 30th and Friday, October 3rd 		
WHERE	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <u>25 units of each selection</u> 11 Mayhew Street Dorchester, MA 02125 </td> <td style="width: 50%; border: none;"> <u>10 units of each selection</u> 215 Sydney Street Dorchester, MA 02125 </td> </tr> </table>	<u>25 units of each selection</u> 11 Mayhew Street Dorchester, MA 02125	<u>10 units of each selection</u> 215 Sydney Street Dorchester, MA 02125
<u>25 units of each selection</u> 11 Mayhew Street Dorchester, MA 02125	<u>10 units of each selection</u> 215 Sydney Street Dorchester, MA 02125		
HOW	<ul style="list-style-type: none"> Students will taste meals, provide feedback, and rank all participating vendors 		



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SECTION 4: SELECTION OF VENDOR

4.1 Selection Criteria

The selection of a vendor shall be based upon the following criteria. Vendors are scored on a point system out of 100 points. The School will select the responsive and responsible vendor submitting the most advantageous proposal, taking into consideration the areas listed below, as well as the proposal price.

- Confidence in the provider - 25 points
 - Meeting the Full Compliance bullet points in Section 2.2
 - Highly Advantageous: meeting 100% of bullet points
 - Advantageous: meeting 80-99% of bullet points
 - Not Advantageous: meeting 50-79% of bullet points
 - Unacceptable: meeting less than 50% of bullet points
- Menu appeal - 25 points
 - meeting bullet points in Food & Menu Items and Menu Specifications in Section 2.2
 - Highly Advantageous: meeting 100% of bullet points
 - Advantageous: meeting 80-99% of bullet points
 - Not Advantageous: meeting 50-79% of bullet points
 - Unacceptable: meeting less than 50% of bullet points
- Tasting Performance - 25 points
 - Highly Advantageous: food samples rated positively by at least 75% of students
 - Advantageous: food samples rated positively by 60-74% of students
 - Not Advantageous: food samples rated positively by 50% of students
 - Unacceptable: food samples rated positively by less than 50% of students
- Description of services - 25 points
 - Meeting the bullet points outlined in Section 2.3
 - Highly Advantageous: meeting 100% of bullet points
 - Advantageous: meeting 80-99% of bullet points
 - Not Advantageous: meeting 50-79% of bullet points
 - Unacceptable: meeting less than 50% of bullet points

Highly Advantageous: *This rating signifies a proposal that not only meets all minimum requirements outlined in the RFP but also surpasses them in significant ways, demonstrating superior quality, innovation, or value. It implies that the proposer goes above and beyond expectations.*

Advantageous: *This indicates a proposal that fully meets all minimum requirements and specifications outlined in the RFP. The proposal is considered a good fit for the project and meets the stated needs.*



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Not Advantageous: *This rating is given to proposals that fail to meet a majority of the minimum requirements in the RFP, or are vague or incomplete, hindering a thorough understanding of the proposer's services. It suggests significant deficiencies or lack of clarity.*

Unacceptable: *A proposal deemed "unacceptable" fails to meet any of the minimum requirements set forth in the RFP, or is so vague or lacking in information that a proper assessment is impossible. This often leads to the rejection of the proposal.*

Boston Collegiate retains the right to terminate services if the service is unsatisfactory. Boston Collegiate reserves the right to reject all proposals.

4.2 Submission

Interested vendors must submit a copy of their response to this Request for Proposal via [Commbuys](#) no later than **October 3rd at 5:00 PM**. Late proposals will not be considered under any circumstances. All proposals, including all supporting documentation, must be submitted via [CommBuys](#).

Vendors are requested to submit any questions regarding the RFP in writing to Jen Ryan (jryan@bostoncollegiate.org) no later than **Friday, September 26th at 5:00 PM**.

Submissions must be valid for 60 days following the submission deadline.

4.3 Notice of Intent to Award

Vendors will be notified of their acceptance or rejection by **5:00 PM on Thursday, October 9th** via email and/or phone call.

4.4 Bid Protest Procedure

A vendor who is aggrieved by the solicitation, evaluation, or award of a contract by Boston Collegiate, hereinafter referred to as the Protesting Party, may file a formal protest with the Food Service Director. Such protests must be received by email no later than **Tuesday, October 14th at 5:00 PM**. Protests may be mailed or delivered by the Protesting Party to Boston Collegiate and other Interested Parties. For the purposes of this section, "Interested Parties" means all vendors who have submitted bids or proposals for the applicable contract. The protest must be mailed or delivered to Interested Parties contemporaneously with filing the protest with Boston Collegiate.

1. In the event of a timely protest or appeal under this section, Boston Collegiate shall not proceed further with the solicitation or with the award of the contract unless the Chief Operating Officer of Boston Collegiate makes a determination that the award of the contract or implementation of the contract without delay are necessary to protect the best interests of Boston Collegiate.
2. A formal protest must be sworn and, under the penalties of perjury, contain:
 1. a specific identification of the statutory or regulatory provision(s) that the action complained of is alleged to have violated;



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2. a specific description of each act alleged to have violated the statutory or regulatory provision(s) identified in paragraph (1) of this subsection;
 3. a precise statement of the relevant facts;
 4. an identification of the issue or issues to be resolved; and
 5. argument and authorities in support of the protest.
3. To be considered timely, the protest must be filed:
 1. by the end of the posted solicitation period, if the protest concerns the solicitation documents or actions associated with the publication of solicitation documents; or
 2. no later than Friday, May 5, if the protest concerns the award.
 4. If Boston Collegiate determines that it may need to utilize the services of an actuary, consultant, or another professional (Professional Services) in its efforts to resolve the protest, the Protesting Party shall be required to post a bond in an amount no less than the estimated cost to Boston Collegiate for such Professional Services. The amount of the bond shall be determined in the sole discretion of Boston Collegiate. The Protesting Party shall post the bond within five calendar days of notice from Boston Collegiate that such bond is required or shall be deemed to have waived the right to protest.
 1. If such Professional Services are utilized by Boston Collegiate and the bid protest is not finally resolved in favor of the Protesting Party, the Protesting Party shall be required to forfeit its bond.
 2. If such Professional Services are not utilized by Boston Collegiate and/or the bid protest is finally resolved in favor of the Protesting Party, the Protesting Party's bond shall be returned to the Protesting Party after final resolution of the bid protest.
 5. The Food Service Director of Boston Collegiate may accept written responses to the protest from Interested Parties and Boston Collegiate staff.
 6. The Chief Operating Officer and the Food Service Director may confer with the General Counsel of Boston Collegiate in their review of the protest.
 7. The Chief Operating Officer of Boston Collegiate shall have the authority to settle and resolve the protest.
 8. If the protest is not resolved by mutual agreement, the Chief Operating Officer of Boston Collegiate will issue a written determination on the protest.
 1. If the Chief Operating Officer of Boston Collegiate determines that no violation of rules or statutes has occurred, he/she shall inform the Protesting Party and Interested Parties by letter that sets forth the reasons for the determination.
 2. If the Chief Operating Officer of Boston Collegiate determines that a violation of the rules or statutes has occurred in a case where a contract has not been awarded, he/she shall so inform the Protesting Party and Interested Parties by letter which sets forth the reasons for the determination and the appropriate remedial action.



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9. A decision issued in writing by the Chief Operating Officer of Boston Collegiate shall be the final administrative action of Boston Collegiate, and no further appeal shall be permitted.

SECTION 5: COMPLIANCE

5.1 Formal Procurement Section, compliance to Appendix II to 2 CFR 200/7 CFR 3019.48

- a) SFA and Vendor can terminate for cause with 30 days of notice; SFA can terminate for convenience with 90 days of notice.
- b) 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.”
- c) 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.
- d) 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



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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.

- e) 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.
- f) 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.
- g) 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



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connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

h) Federal Requirements:

- a. 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.
- b. 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).

5.2 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. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 2 day (s) in advance of delivery. The request must include the:

- 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):



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- iii) Price of the domestic food product; and
- iv) Price of the non-domestic product that meets the required specification of the domestic product.

5.3 State Energy Plan Compliance

All bidders must recognize all current mandatory standards/policies related to energy efficiency contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

5.4 Statement of Non-Collusion

By Submission of the Bid of Proposal, the Bidder Certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other competitor or potential competitor;
- 2) This bid proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
- 3) No attempt has been made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
- 5) That attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of the certificate by the signatory of this bid or proposal on behalf of the corporate bidder.