



BENJAMIN BANNEKER

CHARTER PUBLIC SCHOOL

REQUEST FOR PROPOSAL

2025-26 School Year

VENDED MEALS

National School Lunch Program
School Breakfast Program

Due Date
December 16, 2025

21 Notre Dame Avenue
Cambridge, MA 02140

INTRODUCTION

Benjamin Banneker Charter Public School (hereinafter referred to as the school food authority [SFA]) is requesting proposals for their vended meal service.

Respondents should not construe from this notice that the SFA intends to enter into a fixed-price contract with the Respondent unless, in the opinion of the SFA, it is in the best interest of the SFA to do so. The SFA reserves the right to negotiate final contractual terms with the successful Respondent.

The SFA reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The SFA will award the contract based on a review and analysis of the proposals that determines which proposal best meets the needs of the SFA. Following the review and analysis of all responsive proposals, the SFA will make a recommendation to their Board at its regularly scheduled meeting.

BACKGROUND and PROGRAM GOALS

BBCPS is a 30-year-old charter public school located in North Cambridge, serving 350 students in grades PK-6. BBCPS is a high performing school with academic results that are well beyond state average on subjects such as ELA, Math & Science. Students at BBCPS arrive as early as 7 AM and leave as late as 6 PM. Students at Banneker are from many countries, regions and religions. As such, dietary restrictions are always considered and respected. Within the school community, we also have a few students and staff with food allergies which must be considered in menu choices and the manner in which food is prepared.

BBCPS students endure a very rigorous program of academic challenge and exposure to special subjects such as technology, music and art. The days for many of our students are long and challenging. We believe that the nutrition we offer our students should be of a quality and taste to encourage students to eat meals thoroughly and thoughtfully.

As such, we encourage vendors to consider healthy options that will be welcomed by students and be instructive on healthy food choices.

RESPONSE DATE / TIMELINE

Interested vendors must submit one electronic **proposal emailed to hr@banneker.org and clare@sfgwgroup.org by 10:00am on December 16, 2025.**

Product samples are due **by 10:00am on December 12, 2025** as outlined in this RFP to 21 Notre Dame Avenue Cambridge, MA 02140

Questions must be submitted in writing via email by **12:00pm on December 5, 2025** to: bbrothers@banneker.org and clare@sfgwgroup.org.

Timeline of Events:

- RFP Posted: **November 26, 2025**
- Pre-bid Conference (virtual): **December 4, 2025, 10:00am ET**. RSVP to bbrothers@banneker.org and clare@sfgwgroup.org by 5:00pm on 12/3/2025 to receive the invite and meeting link.
- Final questions due in writing: **December 5, 2025 by 12:00pm ET**

- Questions answered in writing by 5:00pm December 6, 2025
- Samples Due: **December 12, 2025 by 10:00 am ET**
- Proposals Due: **December 16, 2025 at 10 am ET**
- Committee Review: December 16 & 17, 2025
- Contract Award: **December 19, 2025**
- Service Begins: **January 5, 2026**

Product Samples:

Vendor is to deliver (drop off) by 10:00am on December 16:

- **10 breakfast and 10 lunch items** that are on your planned December 12, 2025 menu.
- A full copy of your **December menu** is required to be submitted with the meals. Meals cannot deviate from your planned menu and must be delivered exactly as they would be delivered to the school.
- **10 samples of the vendors pizza**
- **10 samples of any other lunch** that the vendor can supply that would appeal to the school's **cultural** population of African American, Ethiopian and Jamaican.
- **Heating and preparation instructions** must be included.

Meals should be delivered **no later than 10:00 am on December 12, 2025** to 21 Notre Dame Avenue, Cambridge, MA 02140

Proposals:

Written proposals must be submitted electronically on or before **December 16, 2025 at 10:00am ET**. Any bids submitted after this time will be rejected. Please submit via email to Barbara Brothers, hr@banneker.org and clare@sfgwgroup.org with the Subject: Vended Meal Proposal BBCPS

Submittals must be valid for 30 days following the submission deadline.

The SFA reserves the right to reject any or all bids, and to waive any errors or corrections in a bid or in the bid process.

There is no guarantee a contract will be issued as a result of this Request for Proposals (RFP).

Proposal Checklist:

- ☐ Product samples, December menu and heating instructions
- ☐ Electronic proposal, emailed or on a thumb drive
 - Cover letter
- ☐ Description of services including but not limited to:
 - Menu development rationale
 - Placing orders procedures
 - Equipment needed
 - Promotion and Marketing of meal program
 - Duration and extent of experience in the operation of school meal services
 - Additional services
- ☐ Vendor Registration Form
- ☐ Fee Proposal (attached form)
- ☐ MENU: Sample 21-day cycle menu for breakfast, lunch, and snacks including nutritional information showing compliance with federal and state meal program requirements.

- ☐ Permits/Certifications
 - ☐ A copy of current health certifications for the food service facility in which it prepares meals for the NSLP
 - ☐ Proof of liability insurance and proposed indemnity language
 - ☐ Driver safety Training
- ☐ References
- ☐ Non-collusion Form
- ☐ Certificate of Independent Price Determination
- ☐ Clean Air and Water Act certification
- ☐ Energy Policy and Conservation Act
- ☐ Certification Regarding Debarment, Suspension, and Ineligibility
- ☐ Certification Regarding Lobbying
- ☐ Disclosure of Lobbying Activities

SCOPE OF WORK

The SFA is seeking an organization that is familiar with the following programs:

- **The National School Lunch Program (NSLP)**
 - **School breakfast Program (SBP)**
 - **After School Snack Program**
-
- Meals shall be delivered cold daily by 1:00 PM for retherm the following day. On Monday or the day after a holiday break, fresh meals must be delivered by 6:00 AM
 - Vendor must supply all equipment for storing, heating and holding meals, including but not limited to: Freezer, Cooler, Oven and Warmer.

Site Data

This data is projected for the coming year and is subject to change.

Grades in school	PK-6
Site address	21 Notre Dame Ave, Cambridge, MA 02140
Free/Reduced %	CEP
SY27 Projected enrollment	350
SY26 Number of operating days	185
SY26 School start date	8/25/2025
SY26 School end date	6/19/2026

SY26 Lunch start time	11:00AM – 1:15PM
SY26 Breakfast start time	7:30AM
Avg. Breakfast Participation	80
Avg. Lunch Participation	180
Avg. Snack Participation	This will be a future program
Equipment List Provided by School	N/A: vendor must provide
Type of Breakfast Service	Cafeteria: 2 choices, hot at least 2 days per week
Type of Lunch Service	Cafeteria: 2 entrée choices, at least one vegetarian

The ideal food vendor will have the following qualifications:

- Provide full breakfast and lunch meals including milk and all required components in compliance with USDA portions and nutrients using menus for students K-8
- Provide appropriate heavy-duty utensils and napkins as needed to adequately eat the meals.
- Provide consistent quality control and meals that are visually appealing
- Provide responsible and responsive account manager.
- NSLP compliant meals/snacks (**all meals** must be eligible for state and federal reimbursement).
- NSLP menu recordkeeping and planning necessary to receive reimbursements.
- Be familiar with State and Federal regulations pertaining to operations in a school setting and be able to provide menu documentation for state review.
- Comply with all state, county and city health and sanitation requirements. SFA reserves the right to inspect Vendor's facilities at any time during the contract period.
- Has valid certifications and insurance documents.
- Has experience in managing USDA commodity program.
- Provides on-site marketing materials (signage)
- Has metrics to analyze participation and methods for increasing student acceptability and participation
- Provides a monthly graphic menu and an electronic menu portal for families to access menus, ingredients and nutritional information.

Food qualifications & specifications:

- Provide daily meals **delivered cold in unitized containers to be rethermed onsite prior to service.** It is the SFA preference to have individual components with the entrée separate from the vegetable, if possible.
- Meals to follow a minimum of 4 week cycle
- Breakfast/lunch to follow Offer vs Serve
- Provide **2 lunch entrees** daily, including a vegetarian entrée option
- Provide fresh, **cut fruit** a minimum of 2x per week
- Provide fresh fruit and/or vegetable with every meal.
- Provide low-fat or nonfat milk with each meal and lactose-free milk if requested.
- No hydrogenated oils.

- No artificial trans fats.
- No more than 30% of calories from total fat, and no more than 10% of calories from saturated fats.
- No overly processed foods.
- No high fructose corn syrup.
- No artificial preservatives, colors, flavors, or sweeteners.
- No MSG.
- Foods with little or no added sugar.
- Meats shall be free of nitrates and nitrites.
- No animal by-products.
- No mechanically separated meats.
- No BHA & BHT.
- No pork products
- Nut free
- Breakfast for lunch should be on the menu no more than once per cycle.
- Culturally relevant meals are requested to appeal to the student population
- Be able to accommodate students who need a meal modification due to a medical disability

VENDOR RESPONSIBILITIES

The Vendor shall be responsible for the following:

- Provide all equipment deemed necessary for service, including but not limited to:
 - Freezer
 - Refrigerator
 - Oven
 - Warmer
- Provide the necessary heavy duty utensils and napkins in sufficient quantity for the number of meals ordered.
- Serving containers must be biodegradable
- Deliver meals to the school at times specified by SFA.
- Condition or care of meals until they are delivered to the school.
- Provide to SFA no later than **two (2) weeks prior** to the end of each month, a monthly menu covering the meals to be served for the following month online or in an electronic file.
- Provide SFA with sack lunches for field trips when requested. All meals for field trips must meet the appropriate meal pattern requirements. These meals must be charged at the contract price for breakfast or lunch, additional fees not allowed.
- Maintain the proper temperature of the components until they are delivered. Provide temperature logs upon request.
- Maintain all necessary records on the nutritional components and quantities of the meals served at SFA. All meals must have both a delivery record and production record to be maintained on site at the SFA.
- Provide nutritional analysis software that allows parents to view nutritional content
- Provide marketing and promotional material to help increase participation

USDA Commodities

1. The Vendor shall fully use, to the maximum extent possible, donated foods made available by the SFA solely for the purpose of providing benefits for the SFA's nonprofit school food program (7 *CFR*, Section 210.16[a][6]).
2. In accordance with 7 *CFR*, Section 250.53, the Vendor shall comply with the following provisions relating to the use of donated foods, as applicable:
 - a) The Vendor must credit the SFA for the value of all donated foods (including both entitlement and bonus foods) received for use in the SFA's meal service in the school year or fiscal year. The credit must include the value of donated foods contained in processed end products if the Vendor procures processed end products on behalf of the SFA, or acts as an intermediary in passing on the donated foods value of processed end products to the SFA (7 *CFR*, Section 250.51[a]).
 - b) The Vendor shall account for the full value of donated foods (7 *CFR*, Section 250.51) by:
 - i) Subtracting the value of all donated foods received for use in the SFA's food service from the SFA's (monthly/quarterly) invoice, and
 - ii) Using the Average Price File for the school year in which the donated foods are received by the SFA. This listing is available from the USDA Food Distribution web page at <http://www.fns.usda.gov/fdd/processor-pricing-reports>.
3. The Vendor will be responsible for any activities relating to donated foods in accordance with 7 *CFR*, Section 250.50(d), as applicable, and will ensure that such activities are performed in accordance with the applicable requirements in 7 *CFR*, Part 250.
4. The Vendor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to donated foods.
5. The Vendor must use all donated beef, pork, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used) (7 *CFR*, Section 250.51[d]).
6. The Vendor shall ensure that the processing agreement's value will be used in crediting the SFA for the value of donated foods contained in end products (7 *CFR*, Section 250.53[a][7]).
7. The method and frequency of crediting donated foods will be in accordance with 7 *CFR*, Section 250.51(b). The Vendor must ensure that it follows the negotiated method and frequency of crediting agreed upon by the parties.

8. The Vendor will provide assurance that it will not itself enter into the processing agreement with the processor required in subpart C of 7 *CFR*, Part 250 (7 *CFR*, Section 250.53[a][8]).
9. The Vendor will provide assurance that it will comply with the storage and inventory requirements for donated foods (7 *CFR*, Section 250.53[a][9]).
10. The Vendor will maintain records to document its compliance with requirements relating to donated foods, in accordance with 7 *CFR*, Section 250.54(b).

11. **Buy American Provision**

The Selected Vendor must comply with the *Buy American Provision* for contracts that involve the purchase of applicable goods and services sold through Child Nutrition Programs the SFA participates.

The Buy American provision requires school food authorities to purchase, to the maximum extent practicable, domestic commodities or products. The Buy American provision applies to school food authorities located in the 48 contiguous United States. Although Alaska, Hawaii, and the U.S. territories are exempt from the Buy American provision, school food authorities in Hawaii are required to purchase food products produced in Hawaii in sufficient quantities. Likewise, school food authorities in Puerto Rico are required to purchase food products produced in Puerto Rico in sufficient quantities.

This provision supports the mission of the child nutrition programs, which is to serve children nutritious meals and support American agriculture. Program regulations that govern this provision apply to school food authorities that operate the National School Lunch and/or School Breakfast Programs and are found at [7 CFR 210.21\(d\)](#) and [7 CFR 220.16\(d\)](#), respectively.

USDA policy memorandum [SP 23-2024](#), dated 05/29/24, Buy American Provisions Related to the Final Rule Titled, Child Nutrition Programs: *Meal Patterns Consistent with the 2020-2025 Dietary Guidelines for Americans*, provides information regarding the implementation of the Buy American Provision.

Definitions

Domestic commodity or product means (A) An agricultural commodity that is produced in the United States; and (B) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

Substantially using agriculture commodities that are produced in the United States means over 51 percent of a food product must consist of agricultural commodities that were grown domestically.

A ***meal component*** means one of the food groups which comprise reimbursable meals. The meal components are fruits, vegetables, grains, meats/meat alternates, and fluid milk. **A meal component is considered an agricultural commodity.**

Exceptions

As per, [7 CFR 210.21\(d\)\(5\)](#): The purchase of foods not meeting the definitions outlined in section 8.5 above and in [7 CFR 210.21\(d\)\(1\)](#) is only permissible when the following criteria are met:

- i. The school food authority determines that one of the following limited exceptions is met:
 - A. The product is listed in the Federal Acquisitions Regulations (FAR) at [48 CFR 25.104](#) and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or

- B. Competitive bids reveal the cost of a United States product is significantly higher than the non-domestic product.
- ii. Non-domestic food purchases (those that do not meet the definition of domestic commodity or product, as defined in section 8.5 above and in [7 CFR 210.21\(d\)\(1\)](#)) must not exceed the following caps by the established deadlines:
 - A. By July 1, 2025, non-domestic food purchases must not exceed 10 percent of total annual commercial food costs that a school food authority purchases per school year.
 - B. By July 1, 2028, non-domestic food purchases must not exceed 8 percent of total annual commercial food costs that a school food authority purchases per school year.
 - C. By July 1, 2031, non-domestic food purchases must not exceed 5 percent of total annual commercial food costs that a school food authority purchases per school year.
- iii. School food authorities must maintain documentation, except when the item purchased is found on the FAR at [48 CFR 25.104](#) when using an exception under [paragraph \(d\)\(5\)\(i\)](#) of this section (and in section 8.6(i) above).
- iv. School food authorities must maintain documentation, to demonstrate that when using an exception under [paragraph \(d\)\(5\)\(i\)](#) (and in section 8.6(i) above) of this section their non-domestic food purchases do not exceed the annual threshold specified in [paragraph \(d\)\(5\)\(ii\)](#) of this section (and in section 8.6(i) above).

In the event a domestic product is not available, the Selected Vendor must:

- Requests consideration from SFA (written documentation require) on the use of domestic alternative foods before approving an exception.
- Document the use of a non-domestic food exception when competition reveals the cost of domestic is significantly higher than non-domestic food.
- Document the use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.
- A sample exception form is the “**Buy American – Record of Exception** .

The Bidder by signing the Bid and Contract is certifying meals sold through the SFA’s Child Nutrition Program are prepared and processed in compliance with the Buy American Provisions.

- The Selected Vendor will supply a detailed data report, with a certification of the percentage of U.S. content in the products supplied to the SFA, that shows compliance with the Buy American provision to the SFA each month.
- The Selected Vendor shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States, or a food product processed in the United States substantially using agricultural commodities produced in the United States (U.S.).
- The Selected Vendor shall not substitute commercially purchased foods for USDA ground beef, ground pork, and processed end products received.
- The Selected Vendor may substitute commercially purchased foods for all other USDA Foods received. All commercially purchased food substitutes must be of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA.
- The SFA shall ensure commercially purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA.
- The Selected Vendor shall certify the percentage of U.S. content in the products supplied to the SFA.

- The Selected Vendor shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with U.S. content requirements.

For the duration of the Contract and all subsequent renewal Terms, as applicable, the Selected Vendor shall purchase foods and beverages that are equivalent or better in quality and variety as those items required in the 21-day cycle menu, per the requirements outlined above and the food specifications contained herein.

SCHOOL RESPONSIBILITIES

SFA will be responsible for the following:

- Weekly ordering of the number of meals needed for each day of the following week.
- Condition and care of meals once accepted upon delivery.
- Service of meals to students.
- Maintenance of the premises, equipment and facilities where meals will be served, and will adhere to the highest standards of cleanliness and sanitary practices to ensure compliance with state and local health and sanitation requirements related to the food service program.
- Distribution and collection of applications, determining student eligibility, counting meals served in accordance with eligibility, consolidation of counts of meals served to students, and claiming of meals for reimbursement.
- Maintenance of records required to substantiate free and reduced-price meals.
- Payment of invoices to the vendor using net 30 terms.
 - Vendor must submit MONTHLY invoices
 - 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 requirement of the agreement. However, no deduction will be made unless SFA 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. SFA will provide such notice no later than three (3) business days after the date the meal was served.

PROPOSAL SPECIFICATIONS

Contract Period:

The contract period will be **January 5, 2026, through June 30, 2026**, with the option to renew up to four (4) one-year contracts.

Term of Contract (must be included in final contract)

The contract will be for one school year with the possibility of renewal up to four years.

This contract may be extended by the SFA and the VENDOR under the rules and regulations prescribed by the Commissioner of Education; however, pursuant to federal regulations CFR Part 210.16 (d), the contract between a school food authority and food service management company shall be of a duration of no longer than (1) one year; with the option to renew/extend annually with a maximum of (4) four years. Such renewals/extensions shall be executed prior to termination of the preceding contract period and shall not

extend the original contract period beyond five years.

The SFA or the VENDOR may terminate the contract, for cause, by giving sixty (60) days written notice, except: If the VENDOR makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of bidders insolvency. If anticipated revenues or commodity assistance from federal and State reimbursements are reduced and the VENDOR submits in writing a proposal of recommended changes necessary to maintain program solvency yet the SFA repeatedly refuses or fails to take appropriate action to maintain program solvency within thirty (30) days of receipt of said notice, the VENDOR may, without prejudice and within seven (7) days written notice, terminate the contract.

The SFA or VENDOR may terminate the contract, for convenience, by giving sixty (60) days advance written notice to the other party. Such notice shall set forth with sufficient specificity such party's reasons for contemplating termination. A VENDOR facilitating the termination for convenience clause must provide adequate advance notice, to the SFA that would permit the SFA sufficient time to arrange alternate food service.

Neither the VENDOR nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of either the VENDOR or the SFA, respectively, and which by the exercise of due diligence it is unable to prevent.

Contract Cost Adjustment: The SFA may negotiate at the end of each one year contract period for a cost increase not to exceed the annual percentage increase of the Consumer Price Index for all Urban Consumers for the preceding year, provided it has been satisfactorily established by the VENDOR that there has been at least an equivalent increase in the amount of its cost of operation during the period of the contract.

The VENDOR shall comply with the Buy American Provision, including but not limited to 7 CFR 210.21, 7 CFR Part 200, and 7 CFR Part 250 for contracts that involve the purchase of food. The SFA reserves the right to review VENDOR purchase records to ensure compliance with the Buy American provision. The VENDOR shall provide Nutrition Fact labels and any other documentation requested by the SFA to ensure compliance with Buy American.

PROPOSAL CRITERIA

Points	Criteria	Minimum Standard	Evidence/Documents Required to Demonstrate	Total
5	K-12 Experience in National School Lunch Program	A minimum of five years in K-12 food service management -specifically National School Lunch and Breakfast Program	Documentation of experience as outlined in company history	
5	References	Vendor must provide at least three local customer references; must have satisfactory rating of at least 80%	Documentation of all K-12 organizations vendor has had contracts with in the past five years with contact information	
5	Financial Conditions/Stability	Three years of profitable financial performance; no petitions for bankruptcy by contractor or principals of contractor	Provide copies of company financial statement for past three years	
10	Service Capability Plan	Vendor must be able to meet all food safety laws and deliver meals in the manner and frequency requested and packaging as required	Description and location of facility where meals will be cooked/prepared, delivery and logistics schedule, detailed packaging and method to serve meals. Must submit current health permit or most recent inspection report	
10	Marketing and Promotion	Vendor must offer a plan to collaborate with SFA in an effort to increase participation	Submit proposal of marketing materials and a plan for support to increase student satisfaction and participation	
10	Menu Analysis and Nutrition Data	Online platform for parents and families to access daily nutrition information for all meals served	Software that shows nutritional content of each meal every day. Include samples or description of State Agency audit compliance	
10	Menu Appeal	Vendor must submit a 21 day menu for all meals platforms requested, showing components and portion size. Menus must reflect student preferences and be designed to increase student participation. Vendor must follow Food Specifications as outlined in RFP	Menus will be graded upon variety and appeal as well as student acceptability	
10	Taste Test	Vendor must submit samples per instructions in RFP.	Samples will be scored on the scoresheet included in this RFP. Points will be assigned based on total scores.	
35	Cost	Provide a cost per meal as shown in the fee proposal table	Vendors will be ranked according to cost	
100				

Fee Proposal

Fees should include:

- Delivery costs
- Utensils, napkins, serving trays, plates, ice packs if needed
- Milk (2 types delivered daily)
- All meal components in the required portion sizes
- Management support for customer service and program enhancement

TASTE TEST INSTRUCTIONS

BBCPS RFP TASTE TEST

Date: December 12, 2025

Location: 21 Notre Dame Avenue Cambridge, MA

Evaluation Committee will be 10 people consisting of Food Service staff, Administration and Students. Every effort will be made to keep all committee members consistent for all taste tests.

Bidder must provide at least 10 samples of each menu item listed on the taste test scoring grid. Samples must arrive in the state they would arrive for a regular school day. Tasting will begin with one meal at a time in the order they were received.

Sample must be transported to the school in equipment designed to transport and hold meals at temperature that ensure food safety requirements are met.

Samples must Include heating, holding and serving instructions

Samples must be **the exact products** used during a normal operating school day and must be of equal quality and size of meals that will be served to students. All components except for milk must be included with each meal. Trays and utensils should be included and **must be what will be included in the proposal.**

Tasting committee will rate food items and complete the scoring form for each vendor. Each bidder must receive a minimum score of 75 to be ranked and receive points.

BENJAMIN BANNECKER PUBLIC CHARTER SCHOOL
RFP SY26 Taste Test Evaluation Sheet

Vendor Name/Number: _____

Rating Scale: _____

1 = Lowest

10 = Highest

Date of Taste Panel: _____

Panelist Name: _____

MEAL:	Menu Day BK Dec 12	Menu Day LU Dec 12	Vendors Choice LU	PIZZA
	Entrée: Grain: Veg: Veg: Fruit: Fruit:	Entrée: Grain: Veg: Veg: Fruit: Fruit:	Entrée _____ Side _____ Side _____ Fruit _____ Fruit _____	
Rate the Visual Appearance of the entire plated meal-Consider color, freshness, palatability	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10
Rate the Presentation of the meal as it would look on the serving line	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10
Is the appearance of the meal inviting you to try it?	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10
Rate the Entrée: Flavor-consider seasoning and taste	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10
Rate the Entrée: Texture-consider freshness, moistness, product quality	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10
Entrée Comments:				
Vegetable: Taste and Texture-freshness, flavor	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10
Fruit: Taste and Texture-freshness, flavor	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10
Side Comments:				
STUDENT-FRIENDLY: Do you think a K-6 student would want to eat this meal?	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10
Does the meal make an effort to appeal to students (from 5-12 years old)	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10
OVERALL RATING: How would you rate this meal in comparison to current school based meals?	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10

Total Score (out of 100): _____

COMMENTS ON VENDOR:

Were all instructions followed?

Vendor Registration Form

Contact Name:

Company Name:

Address:

City/Town:

State:

Zip Code:

Phone:

Fax:

Mobile:

Email:

Company Website:

BID SUMMARY

The SFA shall insert the Projected Annual Units and the Bidder shall insert their rate per unit. The SFA will verify and complete the estimated total for each meal type and calculate the total estimated amount of the Bid.

This document contains a Bid and Contract for the furnishing of management services for the operation of the nonprofit food service program(s) for the period beginning **January 5, 2026** and ending on **June 30, 2026 and** sets forth the terms and conditions applicable to the procurement. Upon acceptance, this document and the IFB shall constitute the Contract between the Bidder and the School Food Authority. The Bidder shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the solicitation/Contract.

Per Meal Prices must be a Firm Fixed Price Per Meal Rate and calculated as if no USDA commodities will be received.

No additional agreements, fees, costs, or expenses may be charged to the SFA above the total firm fixed price.

	Projected annual Units	Rate Per Unit	Estimated Total **
<u>School Nutrition Programs (SNP)*</u>			
Reimbursable Breakfast x With Milk ☐ Without Milk	14,800		
Reimbursable Lunch x With Milk ☐ Without Milk	33,300		
Reimbursable After School Snack	TBD		

Total Estimated Amount of Bid** \$ _____

*May include SSO

**All totals must be carried out to the second decimal place and must not be rounded.

Addenda Numbered _____ through _____ were received prior to the signing of this offer.

Name of Bidder

Street Address

City

State

Zip Code

By submission of this bid, the bidder certifies that, in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable current program regulations. This agreement shall be in effect for the period specified, not to exceed one year, and may be renewed by mutual agreement for four additional one-year Contract Terms.

Date

Signature of Bidder

Title

Respondent References

List three references to which the Respondent has provided meal vendor services within the past 3 years. Failure to complete and return this Attachment will cause your proposal to be rejected.

Reference 1		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		
Reference 2		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		
Reference 3		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a [Form AD-3027, USDA Program Discrimination Complaint Form online](#) , or obtain the form from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or

2. **Fax:**

(833) 256-1665 or (202) 690-7442; or

3. **Email:**

program.intake@usda.gov

This institution is an equal opportunity provider.

Non-Collusion Affidavit

Food Service Program

By submission of this proposal, the Vendor certifies that:

- a. This proposal has been independently arrived at without collusion with any other proposer, competitor, potential proposer or potential competitor.
- b. This proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of the proposals for the work to be performed or the goods to be sold, to any other proposer, competitor, potential proposer or potential competitor.
- c. No attempt has been made, or will be made, to induce any other person to submit or not to submit a proposal. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- d. The person signing this proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in his/her behalf.
- e. That below is a certified copy of the resolution authorizing the execution of the certificate by the signatory of this proposal on behalf of the corporate proposer.

Signature of the person authorized to submit this proposal

Typed or printed name of signatory and title

Date

Resolve that _____ be authorized to sign and submit the proposal of this corporation _____ for the Vended meal program at the Benjamin Banneker Charter Public School.

Certificate of Independent Price Determination

Both the school food authority and the Food Service Management Company (VENDOR)(offeror) shall execute this Certificate of Independent Price Determination.

	Benjamin Banneker Charter Public School
Name of VENDOR	Name of School Food Authority

(A) By submission of this offer, the offeror certifies that in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Food Service Management VENDOR certifies that:

- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1. through A.3. above; or
- (2) He or she is not the person in the offeror's organization responsible with the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to A.1. through A.3. above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A.1. through A.3. above.

To the best of my knowledge, this food service management company (VENDOR), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached sheet (if applicable).

Name of VENDOR	Title and Signature of VENDOR Authorized Representative	Date

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

Benjamin Banneker Charter Public School

_____ Name of SFA	_____ Title and Signature of SFA Authorized Representative	_____ Date
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Clean Air and Water Certificate

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Vendor (offeror) shall execute this Certificate.

NAME OF VENDOR:

NAME OF SCHOOL FOOD AUTHORITY: **Benjamin Banneker Charter Public School**

THE VENDOR AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq. as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.
- E. THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:
 - a. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604)
 - b. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
 - c. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
 - d. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
 - e. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
 - f. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the VENDOR.

_____ Signature of Vendor's Authorized Representative	_____ Title	_____ Date
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_____ Signature of School Food Authority's Authorized Representative	_____ Title	_____ Date
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Energy Policy and Conservation Act

The Food Service Management Company (VENDOR) and the School Food Authority (SFA) agree to comply with the Energy Policy and Conservation Act (P.L 94-163) as amended through P.L. 114-255 (enacted December 13, 2016) for the duration of the contract year. An addendum agreeing to comply with this policy and act must be renewed with each renewal amendment.

Vendor

Benjamin Banneker Charter Public School

SFA

Authorized Signature

Authorized Signature

Title

Title

Date

Date

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
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SFAs are required to ensure that all sub-contractors and sub-grantees are neither excluded nor disqualified under the suspension and debarment rules found at 2CFR 200.214 by doing any one of the following:

- Checking the Excluded Parties List found at the System for Award Management www.SAM.gov;
- Collecting a certification that the entity is neither excluded nor disqualified. Since a Federal certification form is no longer available, the grantee or sub-grantee electing this method must devise its own;
- Including a clause to this effect in the sub-grant agreement and in any procurement contract expected to equal or exceed \$25,000, awarded by the grantee or a sub-grantee under its grant or sub-grant;
- Sub-grantee and contractors must obtain a DUNS Number. All Federal Government awards are required to have a DUNS number. To obtain a DUNS number, contact Dun and Bradstreet at 1-866-705-5711 or visit their website at <https://eupdate.dnb.com/requestoptions.asp>. There is no charge for a DUNS number. The DUNS number serves as a means of tracking and identifying applications for Federal assistance and is required on all applications for Federal assistance.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 2CFR 200.214 Suspension and Debarment. The regulations were published as Part III of the December 26, 2013, Federal Register (pages 78590-78691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date

Foreign Corporation Certificate of Registration

(M.G.L. chapter 156D, Section 15.03; 950 CMR 113.48)

[Foreign Corporation Certificate of Registration](#)

Certification Regarding Lobbying

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

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

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

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

Organization Name

Address

Name of Submitting Official

Title of Submitting Official

Signature

Date

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (see reverse for public burden disclosure) Approved by OMB 0348-0046

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For material change only: Year _____ quarter _____ Date of last report: _____
4. Name and Address of Reporting Entity: ____ Prime ____ Sub-awardee Tier ____, if known: Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip Code: _____ Congressional District, if known: _____		
5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip Code: _____ Congressional District, if known: _____		
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI); Prefix: ____ Last Name: ____ First Name: ____ MI: ____ _____ Company Name: _____ _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip code: _____		
10. b. Individuals Performing Services (including address if different from No. 10a) last name, first name, MI): Prefix: ____ Last Name: ____ First Name: ____ MI: ____ _____ Company Name: _____ _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip code: _____		

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first subaward of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - a. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

The certifying official shall sign and date the form, print his/her name, title, and telephone number

_____	_____
Title	Name (print)
_____	_____
Date	Signature

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.