



Salem Academy Charter School
45 Congress Street
Salem, MA 09170

**REQUEST FOR PROPOSAL (RFP) /
VENDED MEALS CONTRACT**

RFP #: 012022

Erica Klag
Nutrition Director
eklag@salemacademycs.org
978-744-2105 ext 263

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Notice Requesting Proposals

Notice is hereby given that this Request for Proposal (RFP) is being issued for the following School Food Authority (SFA): Salem Academy Charter School. This SFA is requesting proposals for a Vended Meal Contract (hereinafter referred to as "Vendor/s") to provide pre-packaged meals to the SFA food service program.

Vendors should not construe from this legal notice that the SFA intends to enter into a contract with the Vendor 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 Vendor.

The Request for Proposal (RFP) documents may be obtained from the SFA via the organization's website, email, U.S. mail, or facsimile transmission. RFP documents are located online at <https://www.salemacademycs.org/resources/food-service/>. To request the RFP documents via e-mail, U.S. mail, or facsimile, please contact Erica Klag at eklag@salemacademycs.org. If your request for documents includes questions or requests for clarifying information about the RFP, your questions or request will be recorded and the answers provided during the question and answer period. The SFA will accept all bids received on or before June 22, 2022 at 5:00 PM EST. The SFA will not accept bids that are received after the deadline.

Salem Academy will accept only written proposals. Proposals should contain both a Technical and Price Proposal, each sent separately. Each envelope should contain one (1) labeled, signed original; one (1) copy; and all documents on a thumb drive.

Written proposals must be submitted in a sealed envelopes labeled:

Proposal For Vended Meals 012022
Salem Academy Charter School
45 Congress Street
Salem, MA 09170
Attn: Erica Klag, Nutrition Director

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

Schedule of Events

For
RFP # 012022

| | |
|--|---------------------|
| Release of RFP | May 20, 2022 |
| Dates Open for RFP Questions or Clarifications | May 23-27, 2022 |
| Dates Open for Presentations and Q&A | May 31-June 3, 2022 |
| Deadline for Submission | June 22, 2022 |
| Proposals Opened | June 23, 2022 |
| Anticipated Contract Award Date | June 24, 2022 |

This SFA will use its best efforts to follow the schedule but reserves the right to amend the schedule as it deems necessary. Notice of such changes will be posted on the SFA's website at <https://www.salemacademycs.org/resources/food-service/>.

RFP Point of Contact

Erica Klag
 Food Service Director
 Salem Academy Charter School
 45 Congress Street
 Salem, MA 01970
 Email: eklag@salemacademycs.org
 Phone: 978-744-2105 ext 263

Introduction

ABOUT SALEM ACADEMY CHARTER SCHOOL

Salem Academy Charter School is a public charter school that serves students from the city of Salem, MA and surrounding towns. The school's mission is to teach students through a unique integration of college preparatory courses and service to the community, and to graduate informed, articulate, and proactive individuals of strong character.

Salem Academy currently serves 495 students in grades 6-12 and aims to grow to serve more students in the future.

More background information about Salem Academy can be found here: www.salemacademycs.org.

The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in National School Lunch Program (NSLP), School Breakfast Program (SBP), and After School Snack Program, to accommodate special diets where medically necessary, improve nutrition awareness, and maintain a financially viable program through a price-fixed contract.

General food service goals are to:

- Provide an appealing and nutritionally sound program for students as economically as possible
- Increase participation at all levels of the Food Service program by improving meal quality, seeking student and parent input, and successful menu variation and planning
- Maintain reasonable prices for students participating in the meal program
- Integrate commodity foods into the meal program whenever possible

Nutrition goals:

- Provide fresh, nutritious, tasty, and visually appealing meals.
- Provide fresh fruit and/or vegetable with every meal.
- Provide lowfat or nonfat milk with each meal.
- Locally sourced foods (as able).
- Minimize frozen foods (as able).
- No partially or fully hydrogenated oils.
- No deep fried foods.
- Minimize the use of overly processed foods.
- No high fructose corn syrup (as able).
- No artificial colors, flavors or sweeteners.
- Foods with little or no added sugar.
- No sodium nitrates and nitrites in meat.
- No animal by-products.
- No mechanically separated meats (aka “pink slime”).
- Whole grains must be offered.
- Provide a daily vegetarian option.

School Information

| School Name and Address | # Students Enrolled by Grade | % F/R Students | Estimated # Serving Days | Meal Times |
|---|---------------------------------|-----------------|--------------------------|---|
| Salem Academy Charter School 45 Congress Street Salem, MA 01970 | K-5: 0 6-8: 250 9-12: 256 | F: 47% R: 5% | 190 | B: 7:30 am L: 11am Sn: 4pm Supper: n/a |

School Calendar Attached

Scope of Work / Responsibilities

The Vendor will supply meals to Salem Academy Charter School, that comply with the nutrition standards established by the United States Department of Agriculture (USDA) for the National School Lunch and School Breakfast Programs (7 CFR parts 210 and 220).

The vendor will prepare meals off-site in a facility that maintains the appropriate state and local health certifications, and will package and deliver these meals in accordance with the food safety guidelines of the appropriate governing health departments. Vendors must submit with their proposal a copy of the current state and local health certifications.

SCHOOL RESPONSIBILITIES

Salem Academy Charter School 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.
- Timely payment for services rendered.
- 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.

GENERAL VENDOR RESPONSIBILITIES

The Vendor shall be responsible for the following:

- Provide the necessary utensils and napkins in sufficient quantity for the number of meals ordered.
- Provide all necessary condiments, straws for milk, single service ware, and service utensils (as applicable).
- Deliver meals to location(s) at times specified by Salem Academy Charter School.
- Condition or care of meals until they are delivered to the school.
- Provide to Salem Academy Charter School 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.

- Provide meal substitutions for students with disabilities or medical diagnosis
- Provide Salem Academy Charter School with sack lunches for field trips when requested. All meals for field trips must meet the appropriate meal pattern requirements.
- Maintain the proper temperature of the breakfast, lunch, and snack components until they are delivered.
- Maintain all necessary records on the nutritional components and quantities of the meals served at Salem Academy Charter School and make said records available for inspection by State and Federal authorities upon request.
- Maintain employment records that show staff has all current professional and health certifications.
- The awarded Vendor must agree not to discriminate on the grounds of race, color, religion, gender, sexual orientation, national origin or citizenship status, age, disability, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities.
- The Vendor shall abide by the Buy American Provision.
- Vendors agree to comply with all policies related to health and safety policies and procedures including but not limited to testing for infectious diseases prior to visiting campuses.
- Maintain General Liability coverage as well as auto insurance and workers' compensation insurance, and furnish proof of coverage upon the SFA's request.

EQUIPMENT

- The vendor shall provide and service equipment needed to hold, heat, and serve meals such as sheet pans.
- Upon expiration or termination, it is the vendor's responsibility to remove all equipment.

PACKAGING

- **Hot meal units:**

Packaging (tray and overlay) should have an airtight seal, consist of non-toxic material, and be able to withstand temperatures up to 165.

- **Cold meal units:**

Ready-to-eat meals, such as cold lunches, should come in plastic, paper, or other nontoxic material.

- **Fieldtrip or sack meals:**

Fieldtrip or sack lunches must be in non-toxic material (i.e. plastic bags or brown paper bags) with enough strength to support all meal components.

DELIVERY REQUIREMENTS

- Meals must be delivered that follow the planned menu.

- Vendor must provide a delivery sheet with the date and number of meals delivered.
- Meals and snacks must be delivered in enclosed, sanitary transport containers which maintain proper temperature of foods (40F or below) in accordance with the local and state boards of health.
- If in an emergency, the vendor shall notify the SFA immediately of any delay and expected delivery timeline.
- The SFA reserves the right to inspect food for quality and safety and may reject any or all food judged to be unwholesome, poor quality, damaged, incomplete, or unsafe.
- The SFA will not pay for meals rejected for the abovementioned reasons or meals that were delivered outside agreed delivery times.

FEES

- The Vendor may request fee increases annually on contract renewal dates only.
- The Vendor may request fee increases up the CPI for foods and beverages.
- The SFA will make every effort to pay invoices in a timely manner.
- 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 requirement of the agreement. However, no deduction will be made unless Salem Academy Charter School 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. Salem Academy Charter School 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 Salem Academy Charter School's general fund, not food service account funds.

TERMINATION FOR CONVENIENCE

The SFA may terminate this agreement for any reason at any time by giving at least thirty (30) days written notice.

TERMINATION FOR CAUSE

If, through any cause, the Vendor or SFA fail to fulfill, in a timely and proper manner, obligations in this agreement, the Vendor or SFA shall give written notice to the defaulting party at least thirty (30) days

from designated termination date. In such event, the Vendor is entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

RULE FOR AWARD

To be considered, proposals must be responsive (complete in all material respects). The contract will be awarded to the proposal that is most advantageous to the SFA, taking into consideration all evaluation criteria including price, with price as the primary factor.

CONTRACT PERIOD

The contract period will be **July 1, 2022 through June 30, 2023**, with the option to renew up to three (3) one-year contracts.

INVITATION TO PRESENT

The SFA requests the Vendor schedule a visit to the school to see the facilities (included delivery routes and equipment) and host an informal Q & A session for stakeholders as well as present food and any materials they deem important to represent their company and food.

Please reach out to the RFP contact:

Erica Klag

Food Service Director

eklag@salemacademycs.org

Dates Open for Presentations and Q&A

May 23-27, 2022

Proposal Requirements

PROPOSAL CHECKLIST

- Cover Letter
 - Description of services including but not limited to the following:
 - Menu development rationale
 - Placing orders
 - Equipment needed
 - Nutrition advocacy
 - Duration and extent of experience in the operation of school meal services
 - Additional services
- Fee Proposal (attached form)
 - Cost per meal (breakfast, lunch, and snack)
 - Price Increase justification procedure
- 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
 - Certificate of Independent Price Determination
- Attachments:
 - Buy American Provision
 - Lobbying
 - Certification Regarding Debarment, Suspension, and Ineligibility
 - Certification Regarding Lobbying
 - Disclosure of Lobbying Activities
- List of Materials/supplies provided
- 3 professional references

SUBMISSION OF PROPOSALS

Salem Academy will accept only written proposals. Proposals should contain both a Technical and Price Proposal, each sent separately. Each envelope should contain one (1) labeled, signed original, one (1) copy, and all documents on a thumb drive.

Written proposals must be submitted in a sealed envelopes labeled:

Proposal For Vended Meals #012022
Salem Academy Charter School
45 Congress Street
Salem, MA 09170
Attn: Erica Klag, Nutrition Director

SUBMISSION DEADLINE: JUNE 22, 2022 AT 5:00 PM EST

FEE PROPOSAL

Vendor Name _____

| COST PER MEAL (Note: Prices must not include values for USDA foods) | | | |
|---|--------|---------------|-----------|
| | Units* | Rate Per Meal | Total |
| Reimbursable Breakfast | 6,000 | \$ | \$ |
| Reimbursable Lunch | 30,500 | \$ | \$ |
| Reimbursable Snack | 4,000 | \$ | \$ |
| Reimbursable Allergy | 250 | \$ | \$ |
| Non-Reimbursable Adult Breakfast** | 0 | \$ | \$ |
| Non-Reimbursable Adult Lunch** | 0 | \$ | \$ |
| Total | | \$ | \$ |
| *Unit Numbers are annual and approximate, based on 2021-22 sales **Non-Reimbursable Adult Meals are not currently served and will not be included in fee proposal evaluation or award. | | | |

By submitting this cost proposal, the Vendor certifies that in the event of the Vendor is awarded a contract with this SFA, this cost proposal shall constitute the final cost proposal and the price in this cost proposal shall remain fixed for the duration of the contract.

Printed Name of Vendor Representative and Title

Signature and Date

Selection Criteria

| Selection Criteria | points |
|--|--------|
| Proposed Cost (35%) | |
| lowest aggregate total price | 35 |
| second lowest price | 25 |
| third lowest price | 10 |
| fourth lowest price | 5 |
| Appeal of Food (25%) | |
| Using Survey Data from Taste Test | |
| score of 25 | 25 |
| score of 20 | 20 |
| score of 15 | 15 |
| score of 10 | 10 |
| score of 5 | 5 |
| score of 0 | 0 |
| Confidence in Provider's Capability and Experience: (10%) | |
| Years of experince in school food service | |
| 4 years - most advantageous | 10 |
| 3 years - most advantageous | 7 |
| 2 years - more advantageous | 5 |
| 1 year - less advantageous | 3 |
| 0 years - unacceptable | 0 |
| Adherence to RFP Specifications (10%) | |
| Provided all necessary items | 10 |
| missing 1 item | 5 |
| missing more than 1 item | 0 |
| Nutrition Education/Awareness Programs Offered by the Vendor (10%) | |
| The Vendor will provide a program designed especially for public school age children throughout the school year. In addition, the food service company has experience working with dietetic interns in K-12 schools to promote nutrition. | |
| >6 times per year - most advantageous | 10 |
| 4-6 time per year - more advantageous | 7 |
| 2-4 times per year - advantageous | 5 |
| <2 times per year - less advantageous | 3 |
| not at all - unacceptable | 0 |

Locally Grown Produce (5%)

vendor uses locally sourced items:

| | |
|--|---|
| >50% of the time - more advantageous | 5 |
| <50% of the time - less advantageous | 3 |
| does not purchase local produce - unacceptable | 0 |

Staff Development / Safety Training (5%)

training sessions conducted:

| | |
|--|---|
| 10 times a year - most advantageous | 5 |
| 6-9 times per year - more advantageous | 4 |
| 3-6 times per year - advantageous | 3 |
| <3 times per year - less advantageous | 2 |
| not at all - unacceptable | 0 |

TOTALS

Survey Score Card for Taste-Test / Q & A Session

| | | | | | |
|---|----------------|----------|---------------|--------|------|
| Vendor Name: _____ | | | | | |
| | no | somewhat | neutral | mostly | yes! |
| food tastes good | 1 | 2 | 3 | 4 | 5 |
| food smells good | 1 | 2 | 3 | 4 | 5 |
| food looks good | 1 | 2 | 3 | 4 | 5 |
| food is presented in a way that makes me want to try it | 1 | 2 | 3 | 4 | 5 |
| I would like this vendor to supply our food | YES (5 points) | | NO (0 points) | | |
| Thank You!! | | | | | |

CERTIFICATION REGARDING LOBBYING (31 U.S.C. 1352)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name (Full Legal name)

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Date

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

This disclosure form shall be completed by the reporting entity, whether subawardee 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 followup 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 subawardee, e.g., the first subawardee 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 "Subawardee," 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; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award 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.
10. (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.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

SUSPENSION AND DEBARMENT CERTIFICATION (Executive Orders 12549 and 12689)

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower-Tier Transaction

This certification is required by the U. S. Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 2 Code of Federal Regulations Parts 180 and 3485, for all lower tier transactions meeting the threshold and tier requirements stated at Section 3485.220.

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – LowerTier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are 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

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

Signature and Date

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 1 day in advance of delivery. The request must include the:

- 1) 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.
- 2) Reason for exception: limited/lack of availability or price (include price):
 - i. Price of the domestic food product; and
 - ii. Price of the non-domestic product that meets the required specification of the domestic product.

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.

EQUAL EMPLOYMENT OPPORTUNITY (41 CFR Part 60)

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.”

2022-2023 SCHOOL YEAR

July '22

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| | | | | | | 31 |

August '22

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

September '22

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

October '22

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

November '22

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

December '22

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| | | | | | | 31 |

January '23

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

February '23

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | | |
| | 1 | 2 | 3 | 4 | | |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | | | | |

March '23

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | | |
| | | 1 | 2 | 3 | 4 | |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

April '23

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | | |
| | | | | | 1 | |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| | | | | | | 30 |

May '23

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

June '23

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | | |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

8/15 - 8/24 Professional Development

8/25 First Day of School

8/29 - 9/1 2pm Dismissal

9/2 Half Day

9/5 Labor Day - No School

9/30 Half Day, Professional

10/11 Indigenous People's Day - No School

10/28 Half Day, Professional - End of Quarter 1

11/11 Veterans' Day - No School

11/23 Half Day

11/24-11/25 Thanksgiving Break

12/9 Half Day, Professional

12/19-12/30 Winter Break

1/2 New Year's Day, Observed - No School

1/3 Professional Development

1/16 Martin Luther King, Jr. Day - No School

1/27 Half Day, Professional

2/20-2/24 February Break

3/3 Half Day, Professional

4/7 Half Day

4/17-4/21 April Break

5/19 Half Day, Professional

5/29 Memorial Day - No School

6/2 Half Day, Professional

6/9 Graduation

6/19 Juneteenth - No School

6/20-6/22 2pm Dismissal

6/23 Half Day, Last Day of School