SOUTH SHORE CHARTER PUBLIC SCHOOL

# Request for Proposal (RFP) Food Services

RFP # 2022-2025-02

#### Notice of Requesting Proposals

The South Shore Charter Public School seeks sealed proposals for **FOOD SERVICES**. RFP packets may be obtained beginning 10:00am Monday, August 8, 2022 at the SSCPS Business Office, 700 Longwater Dr., Suite 100, Norwell, MA or by calling 781-982-4202x106 or via email kbingham@sscps.org.

A pre-bid conference is scheduled at the SSCPS Business Office on Wednesday, August 17, 2022 at 10:00am. Proposals shall be submitted as instructed in the RFP packet. Two copies of clearly marked signed proposals must be received in sealed envelopes in our Business Office no later than 10:00am on Wednesday, August 31, 2022, at which time these proposals are due.

SSCPS, reserves the right to accept any proposal in whole or in any part, waive any informalities or irregularities, and to reject any and all proposals if it shall be deemed in the best interest of the South Shore Charter Public School.

Kristine Bingham, Director of Finance South Shore Charter Public School kbingham@sscps.org

781-982-4202x106

## Table of Contents

Notice of RFP.....

## General Information .....

Schedule of Events

RFP Point of Contact

Introduction

Scope of Work/Responsibilities

Fees

Termination for Cause

Rule for Award

**Contract Period** 

Invitation to Present

#### **Proposal Requirements**

Checklist

Fee Proposal Form

#### Selection Criteria

**Proposed Cost** 

Appeal of Food

Confidence in Provider's Capability

Adherence to RFP Specifications

Nutrition Education/Awareness Programs Offered by Vendor

Locally Grown Produce

Staff Development/Safety Training Program

#### **Survey Score Card**

#### **Administrative Requirements (attachments)**

Byrd Anti-Lobbying

**Debarment & Suspension** 

**Buy American Provision** 

Contract Work hours/Safety Standards

**Equal Employment Opportunity** 

Non-Collusion & Tax Compliance Certificate

South Shore Charter Public School 2022-2023 School Calendar

#### SCHEDULE OF EVENTS

Release of RFP

August 8, 2022

Pre-Bid Conference

August 17 2022 10:00am

Deadline for Submissions

August 31, 2022 10:00am

**Proposals Opened** 

September 1, 2022

Anticipated Contract Award Date

September 9, 2022

Meals Contract Begins

October 3, 2022

SSCPS 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 SSCPS website at <a href="https://sscps.org/apps/news/show">https://sscps.org/apps/news/show</a> news.jsp?REC ID=505431&id=0

#### RFP POINT OF CONTACT

Kristine Bingham
Director of Finance & Human Resources
South Shore Charter Public School
100 Longwater Circle
Norwell, MA 02061
Email: <a href="mailto:kbingham@sscps.org">kbingham@sscps.org</a>
Telephone# 781-982-4202x106

#### INTRODUCTION

#### ABOUT SOUTH SHORE CHARTER PUBLIC SCHOOL

South Shore Charter Public School (SFA) is a K-12 public charter school located in Norwell, MA. SSCPS serves 1,075 students from over 26 towns across the South Shore. The school's mission is inspiring every student to excel in academics, service, and life.

The SFA's food service goals are to provide nutritious, high quality melas to students and participants in the National School Breakfast Program (SBP) and National School Lunch Program (SLP), to accommodate special diets where medically necessary, improve nutrition awareness, and maintain a financially viable program through a price-fixed contract. The SFA uses and offer vs. serve platform.

#### General food service goals are to:

- Provide an appealing and nutritionally sound program for students as economically as possible.
- · Provide a variety of hot and cold menu choices.
- · Provide two options for lunch.
- 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 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
- Locally sources 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 (salad or other)
- · All meals must comply with NSBP and NSLP nutritional guideline

#### Our Enrollment

Campus	Address	Grade Levels Served 2022-2023	Projected Enrollment 20222023
SSCPS High School	700 Longwater Drive, Norwell, MA 02061	9-12	330-340
SSCPS K-8	100 Longwater Circle, Norwell, MA 02061	K-8	710-720

### Student Participation in Breakfast & Lunch

Campus	100% Free Grab- and-Go Breakfast Monthly Average 2021-2022	100% Free Lunch  Monthly  Average  2021-2022
SSCPS High School	1007	1252
SSCPS K-8	4304	5797

#### SCOPE OF WORK/RESPONSIBILITIES

The vendor will supply meals to South Shore Charter Public School, that comply with the nutrition standards established by the USDA for the National School Lunch and Breakfast Programs.

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 their current state and local health certifications.

#### SCHOOL RESPONSIBILITIES

South Shore Charter Public School will be responsible for the following:

- The SFA will provide it own milk and juice for breakfast and lunch.
- 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.
- Ensure correct number of meals that were ordered were received.
- The SFA has a right to change menu selections by giving a 15 day notice to the Vendor.
- Timely payment for services rendered using a net due within 30 days.
- 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 free and reduced meals eligibility, counting
  meals serviced 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 priced meals.

#### South Shore Charter Public School Procurement Code of Conduct

No employee, officer, or agent of SSCPS shall participate in the selection of the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved. Conflict of Interests arise when one of the following has a financial or other interest in the firm selected for the award:

- · The employee, officer or agent;
- · Any member of his or her immediate family;
- His or her partner; or
- An organization which employs or is about to employ any one of the above.

South Shore Charter Public School employees, officers or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements, except to the extent the grantor's financial interest is insubstantial or the gift is an unsolicited item of nominal value, and the gift is permitted pursuant to the Massachusetts Conflicts of Interest Law Chapter 268A and the regulations promulgated thereunder.

Penalties for violation of the standards of the code of conduct of the SSCPS School Child Nutrition Program shall be imposed by School Administration, and may include verbal and written reprimand, suspension, and other legal action, up to and including termination.

#### **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).
- The Vendor will work with the SFA's Food Services Coordinator to plan all menus.
- Provide Cambro's to hold HOT AND COLD meals.
- Deliver meals to both school location(s) at times specified by SSCPS. Lunch needs to be delivered by 11:15am each day. Grab and Go breakfasts are delivered the day before.
- Condition or care of meals until they are delivered to school.
- Provide to SSCPS 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 religious restrictions, disabilities, or medical diagnosis.
- Provide SSCPS with Grab and Go Breakfasts.
- Provide SSCPS with Grab and Go meals for field trips when requested. All meals must meet the appropriate meal pattern requirements.
- Maintain proper temperature of all meals until they are delivered. Vendor will take daily temperature of meals.
- Maintain all necessary records on the nutritional components and quantities of the meals served at SSCPS and make said records available for inspections by local, state or federal authorities when requested. Vendor must assist the SFA providing necessary documents for federal and state audits.
- Maintain employment records that show staff has all current professional and health certifications.
- The awarded vendor must agree to not discriminate, exclude from participation, deny benefits, nor
  access to programs or facilities based on race, color, religion, gender, gender identity, national origin,
  age, sex, sexual orientation, pregnancy or disability 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 but not limited to testing for infectious diseases prior to visiting campuses.
- Maintain General Liability coverage as well as auto insurance and worker's compensation insurance and furnish proof of coverage upon SSPCS's request.

#### **EQUIPMENT**

- The vendor will provide and service equipment needed to hold, heat, cool, and serve meals.
- Upon expiration or termination, it is the vendor's responsibility to remove all equipment.

#### **PACKAGING**

- Hot meal units:
  - Packaging (tray and cover) should have airtight seal, consist of non-toxic material, and be able to withstand temperatures of 165.
- Cold meal units:
   Ready-to-eat meals, such as cold lunches, should come in a plastic, paper, or other non-toxic material.

Fieldtrip or Grab and Go Meals:
 Must be in non-toxic materials (i.e. plastic 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 must be delivered in enclosed, sanitary transport containers which maintain proper temperature of foods (40F or below) in accordance with the local and state board of health.
- · If in an emergency, the vendor shall notify SSCPS immediately of any delay and expected delivery timeline
- SSCPS 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.

#### FEES

- The Vendor may request fee increases annually on contract renewal dates only.
- The Vendor may request fee increases up the CPI for foods.
- SSCPS 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 specifications, or do not otherwise meet the requirement of the agreement. However, no deduction will be made unless SSCPS 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. SSCPS will provide such notice no later than three (3) business days after the date the meal was served.

#### TERMINATION FOR CONVENIENCE

SSCPS 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 SSCPS fail to fulfill, in a timely and proper manner, obligations in this agreement, the Vendor or SSCPS shall give written notice to the defaulting party at least thirty (30) days from the 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). It is the intent of SSCPS to accept the proposal that will best promote the public interest and is most advantageous to SSCPS. The contract will be awarded to the proposal that is most advantageous to SSCPS, taking into consideration all evaluation criteria including price, with price as the primary factor.

SSCPS reserves the right to reject any and all proposals and to waive any "informalities' in the proposals received whenever such action, rejection or waiver is in its best interests.

SSCPS will accept no pleas of ignorance regarding any item in this RFP or the agreement as a basis for any claim by the vendor for extra charges or fees.

#### CONTRACT PERIOD

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

#### INVITATION TO PRESENT

SSCPS invites the Vendor to a pre-bid conference scheduled on Wednesday, August 17<sup>th</sup> at 10:00am to view our two buildings and ask questions about the program. This is an opportunity for the Vendor to present samples of meals to represent their company and food. This is not a mandatory meeting. Please reach out to the RFP contact to confirm your attendance:

Kristine Bingham
Director of Finance & Human Resources
kbingham@sscps.org

#### PROPOSAL REQUIREMENTS

#### **Cover Letter**

- Company Overview and summary that outlines how the vendor proposes to provide meals to SSCPS that are appropriate in size and taste for K-12 students.
- Description of services including but not limited to the following:
  - Menu development rationale
  - o Order Schedule
  - Equipment needed
  - Where meals are prepared
  - Customer Service Contact
  - Protocol for accepting and declining meal deliveries based on not meeting federal NSBP or BSLP requirements.
  - 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: Vendor must submit a sample elementary and middle school (grades K-8) grab-and-go breakfast and hot and cold lunch menus from Oct. 2021-Feb.2022 and sample high school (grades 9-12) Grab and Go breakfast and hot and cold lunch menus from Oct. 2021-Feb.2022.

#### **Permits/Certifications**

- Copies of current health certifications for the food service facility in which it prepares meals for the NSBP & NSLP.
- Proof of liability Insurance and proposed indemnity language.

- Proof of driver safety trainings
- Certificate of Independent Price Determination

#### **ATTACHMENTS**

- Buy American Provision
- Lobbying
  - o Certificate Regarding Debarment, Suspension, & Ineligibility
  - o Certificate Regarding Lobbying
  - Disclosure of Lobbying Activities
  - Non-Collusion and Conflict of Interest Statement

List of Materials/Supplies Provided

Three (3) Professional References

#### SUBMISSION OF PROPOSALS

SSCPS 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 and one (1) copy.

Written proposals must be submitted in sealed envelopes labeled:

RFP Food Services/Vended Meals #2022-2025-02 South Shore Charter Public School Attn: Kristine Bingham, Dir.of Finance & HR 100 Longwater Circle, Norwell, MA 02061

SUBMISSION DEADLINE: AUGUST 31, 2022 AT 10:00AM EST

#### **FEE PROPOSAL**

COST PER MEAL						
Reimbursable Breakfast	*Units	***Rate Per Meal	****Estimate Total			
Reimbursable Lunch		\$	\$			
Reimbursable Snack		\$	\$			
**Non-Reimbursable Adult Breakfast		\$	\$			
**Non-Reimbursable Adult Lunch		\$	\$			
Total		\$	\$			

<sup>\*</sup>Unit numbers are annual and estimated based on 2021-2022 sales and shown so we can see the annual estimate of the potential value of the contract per item.

By submitting this cost proposal, the Vendor certifies that in the event of the Vendor is awarded a contract with SSCPS, 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			

<sup>\*\*</sup>Non-Reimbursable Adult Meals are not currently served and will not be included in fee proposal or evaluation or award.

# **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 experience 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.	
4+ times per year - most advantageous	10
2-3 times per year - more advantageous	7
1 time per year - advantageous	5
0 times per year - less advantageous	3
at only the	

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

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

Vendor Name:					
	no	somewhat	neurtral	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)	s) NO (0 points)			
Thank You!!					

#### CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal 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 of all sub-awards at all tiers (including subcontracts, sub-grants, 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, United States 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.

Organization:	
Street address:	
City, State, Zip:	
CERTIFIED BY:(type or print)	
TITLE:	
(signature) (date)	

### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB 0348-0046

(See reverse for public burden disclosure.) 1. Type of Federal Action: 2. Status of Federal Action: 3. Report Type: a. contract a. bid/offer/application a. initial filing b. grant b. initial award b. material change c. cooperative agreement c. post-award For Material Change Only: d. loan year \_\_\_\_\_ quarter \_\_\_\_ e. loan guarantee date of last report f. loan insurance 4. Name and Address of Reporting Entity: 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name Prime Subawardee and Address of Prime: Tier \_\_\_\_\_, if known: Congressional District, if known: 4c 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 b. Individuals Performing Services (including address if (if individual, last name, first name, MI): different from No. 10a) (last name, first name, MI): 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 Signature: upon which reliance was placed by the tier above when this transaction was made Print Name: \_\_\_\_\_ or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the Title: 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. Telephone No.: \_\_\_\_ Date: \_\_\_\_ Authorized for Local Reproduction Federal Use Only: 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 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.
- 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.
- 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 organizationallevel 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; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include 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.

#### **BUY AMERICAN PROVISION**

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools participating in the National School Breakfast and Lunch Programs in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or product for use in the meals served under these programs. The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially" means that over 51 % of the final processed product consists of agricultural commodities that were grown domestically. These provisions apply to all funds in the food service account and not just federal reimbursements.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 2 day (s) in advance of delivery. The request must include the:

- 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):
  - 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."

#### CERTIFICATE OF NON-COLLUSION

Name of business

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. 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.

Signature	Date	
Name of business		
TAX COMPLIANCE CERTIFICA	TION	
Pursuant to M.G.L. c. 62C, §49A, I ce of my knowledge and belief, I am in c relating to taxes, reporting of employe child support.	ompliance with all laws of the Co	mmonwealth
Signature	Date	· · · · · · · · · · · · · · · · · · ·

# South Shore Charter Public School 2022-2023 Calendar Approved 12/09/2021 by Board of Trustees

F=188; S=180

								August 2022	
Su	M	Tu	w	Th	Fr	Sa			F=6; S=2
	1	2	3	4	5	6	22	New Faculty/Staff Orientation	1-0,3-2
7	8	9	10	11	12	13	23, 24, 25, 29	Professional Development Days	
14	15	16	17	18	19	20	29	Kindergarten and Freshman Orientation	
21	22	23	24	25	26	27	30	1st Day of Classes	
28	29	30	31				30, 31, 1	Kindergarten Early Release - 12pm	
								September 2022	
Su	Мо	Tu	We	Th	Fr	Sa			
				1	1	3			F=21; S=21
4	5	6	7	8	9	10	1	Kindergarten Early Release - 12pm	
11	12	13	14	15	18	17	2 (1/2 day)	Early Dismissal - 12pm	
18	19	20	21	22	23		5	Labor Day - No School	
25	26	27	28	29	30	24	16 (1/2 day)	Professional Development Early Release - 12pm	
					U				
								October 2022	
Su	M	Tu	W	Th	Fr				F=19; S=19
2	3	4	5	6	7	8	-	Yom Kipper Observed - No School	
9	10	11	12	13	14	15	5		
16	17	18	19	20	31	22	10	Indigenous People's Day / Columbus Day Observed - No School	
23	24	25	26	27	28	29	21 (1/2 day)	Professional Development Early Release - 12pm	
30	31								
								November 2022	S. Son San B. Th
Su	M	Tu	w	Th	Fr	Sa			F=19; S=19
		1	2	3	A	5	. (. (. ])	Professional Development Full Dill	F-13, 3-13
6	7	8	9	10	11	12	4 (1/2 day)	Professional Development Early Release - 12pm	
13	14	15	16	17	18	19	11	Veteran's Day - No School	
20	21	22	38	24	25	26	23 (1/2 day)	Early Dismissal - 12pm  Thanksgiving Break - No School	
27	28	29	30				24, 25	Thanksgiving break - No School	
								December 2022	
Su	M	Tu	w	Th	Fr	Sa			F=16; S=16
				1	2	3			
4	5	6	7	8	9	10	9	Parent/Teacher Conferences - No School for Students	
11	12	13	14	15	16	17			
18	19	20	21	22	23	24	23 (1/2 day)	Early Release - 12pm	
25	26	27	28	29	30	31	26-30	December Vacation - No School	

								January 2023	
Su	Мо	Tu	We	Th	Fr	Sa			F=20; S=19
1	2	3	4	5	6	7	2	New Year's Day Observed - No School	
8	9	10	11	12	13	14	13	Professional Development Day - No school for students	
5	16	17	18	19	20	21		Secretal services and a secretary of the	
22	23	24	25	26	27	28	16	Martin Luther King, Jr. Day - No School	
29	30	31					TBD	Grades 7-11 Early Release during Mid-year Exams	
								February 2023	
u	Mo	Tu	We	Th	Fr	Sa			F=15; S=15
			1	2	8	4	3 (1/2 day)	Professional Development Early Release - 12pm	
5	6	7	8	9	10	11	3 (1/2 day)	Trotessional Development Early Release 12pm	
2	13	14	15	16	17	18	00.04	Winter Break - No School	
9	20	21	22	23	24	25	20-24	winter break - No School	
6	27	28							
								March 2023	
u	Mo	Tu	We	Th	Fr	Sa			F=23 S=22
			1	2	1	4	a (r /a day)	Professional Davidson out Early Polesso 100m	
5	6	7	8	9	10	11	3 (1/2 day)	Professional Development Early Release - 12pm Enrollment Lottery	
2	13	14	15	16	17	18	3	2023-24 Enrollment Lottery	
9	20	21	22	23	24	25	17	Professional Development Day - No School for Students	
26	27	28	29	30	31		7		
								April 2023	
Su	Mo	Tu	We	Th	Fr	Sa			F=14; S=14
						1			1-24,5-24
2	3	4	5	6	7	8	7	Good Friday - No School	
9	10	11	12	13	21	15	17-21	Spring Break - No School	
23	24	25	26	27	28	29	-/		
30									
								May 2023	
			We	Th	Fr	Sa			F=22; S=22
	Мо				8	6			
	1	2	3	4		The same	5 (1/2 day)	Professional Development Early Release - 12pm	
	100	9		11	12	13	3 (-/ )		
<b>Su</b> 7	1	9 16	3	11	12	20		Memorial Day - No School	
7 14 21	1 8 15 22	9 16 23	3 10 17 24	11	12	20	29	Memorial Day - No School	
<b>Su</b> 7 14	1 8 15 22	9 16	3 10 17	11	12	20			
7 14 21	1 8 15 22	9 16 23	3 10 17 24	11	12	20	29	June 2023	
7 14 21 28	1 8 15 22	9 16 23 30	3 10 17 24 31	11 18 25	12 19 26	20 27	29	June 2023	F=12 S=11, K=
7 14 21 28	1 8 15 22 29	9 16 23 30	3 10 17 24 31	11 18 25	12 19 26	20 27	29	June 2023 Professional Development Early Release	F=12 S=11, K=
7 14 21 28	1 8 15 22 29	9 16 23 30	3 10 17 24 31	11 18 25 Thu	12 19 26	20 27 Sa	29 2 (1/2 day)	June 2023  Professional Development Early Release Class of 2023 Graduation Last day for Kindergarten Kindergarten Screenings	F=12 S=11, K=
7 14 21 28	1 8 15 22 29 Mo	2 9 16 23 30 Tue	3 10 17 24 31 We	11 18 25 Thu	12 19 26 1 Fr	20 27 Sa 3	2 (1/2 day) 7 8, 9, 12	June 2023  Professional Development Early Release Class of 2023 Graduation Last day for Kindergarten Kindergarten Screenings  Last Day of Classes - Early Dismissal - 12pm	F=12 S=11, K=
7 14 21 28 Su	1 8 15 22 29 Mo	2 9 16 23 30 <b>Tue</b>	3 10 17 24 31 We	11 18 25 Thu	12 19 26 1 Fr 9	20 27 Sa 10 17	2 (1/2 day) 7 8, 9, 12 15 (1/2 day)	June 2023  Professional Development Early Release Class of 2023 Graduation Last day for Kindergarten Kindergarten Screenings	F=12 S=11, K=