



**FOUR RIVERS CHARTER PUBLIC SCHOOL**  
**REQUEST FOR PROPOSALS**  
**2026-27 VENDED MEALS**

**DUE DATE: April 30, 2026 by 4:00 p.m. EST**

Four Rivers Charter Public School (FRCPS) participates in the National School Lunch Program (NSLP) to provide breakfast and lunch for its students.

Four Rivers Charter Public School is accepting proposals from qualified outside food vendors to provide breakfast and lunch under NSLP for approximately 220 students in grades 7 - 12.

**SUBMISSION DUE DATE: April 30, 2026, by 4:00 p.m. EST**

**Walk through for potential bidders: Tuesday, April, 21, 2026 at 10:00 a.m. EST**

**ABOUT FOUR RIVERS CHARTER PUBLIC SCHOOL**

Opening in 2003, FRCPS is an inclusive public charter school that prepares all its students (grades 7-12) for success in high school, college and life through a focus on rigorous academics and character development. The school is dedicated to educating young people for lives of learning and service. The school offers a rigorous academic program aligned with the Massachusetts curriculum frameworks and an emphasis on character development for moral and social responsibility.

Three central themes -- nature, technology and community -- guide teaching and learning at the school, engaging students and teachers in a fundamental question of our times: how do we find the healthy, sustainable interrelationship of the natural world, technology in its many forms, and the human community.

The school does not have a commercial dishwasher and utilizes *compostable materials* for its meals (trays, utensils, napkins, etc.).

<b>Location</b>	<b>Enrollment March 2026</b>	<b>Grades Served</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Snack</b>
248 Colrain Road Greenfield, MA 01301	219	7 - 12	5x/week	5x/week	N/A
AVG Daily Participation			66	110	N/A
Meal Times			7:30 - 9:00am	10:45am - 12:30pm	N/A

**SCOPE OF WORK**

Four Rivers Charter Public School is seeking an organization that is familiar with the NSLP and can provide the following services:

- Prepare and provide all meals and meal components (including low-fat, nonfat, and Lactaid milk) in accordance with the requirements for a reimbursable meal as outlined in the State and Federal school breakfast menus and lunch program. A vegetarian option must also be offered.

- Provide fresh, nutritious, tasty, and visually appealing meals.
- Provide fresh fruit and/or vegetables with every meal.
- Provide appropriate trays, utensils, and napkins as needed for the meals.
- Provide consistent quality control.
- Provide nutrition advocacy.
- Provide responsible and responsive account management.
- NSLP compliant meals (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.
- Plan and provide no later than one (1) week prior to the end of each month, a monthly menu covering meals to be served for the following month that meets or exceeds state and federal requirements for meal planning.
- Maintain all necessary records on the nutritional components and quantities of meals served at the school and make these records available for inspection by the state and federal authorities upon request.
- Comply with all state, county and city health and sanitation requirements. Note: FRCPS reserves the right to inspect Vendor's facilities at any time during the contract period.
- Have valid certifications and insurance documents.

#### Food qualifications:

- Provide fresh vegetables with every lunch meal.
- Provide fresh fruit with every breakfast and lunch meal.
- No partially or fully hydrogenated oils.
- No artificial trans fats.
- No deep-fried foods.
- No overly processed foods.
- No artificial colors.
- Foods with little or no added sugar or sodium.
- Foods with little to no animal by-products or mechanically separated meats (aka "pink slime").
- No rBST hormones in milk.
- No BHA & BHT.
- All food provided must be nut-free.
- Whole grains must be offered.
- Provide a daily vegetarian option.
- Provide a daily dairy free option.
- Provide a daily gluten free option.

## **VENDOR RESPONSIBILITIES**

The Vendor shall be responsible for the following:

- Provide the necessary trays, utensils, and napkins in sufficient quantity for the number of meals ordered.
- Deliver meals to location(s) at times specified by FRCPS.
- Maintain the condition or care of meals until they are delivered to the school.
- Provide a monthly menu covering the meals to be served for the following month no later than one (1) week prior to the end of each month.
- Provide FRCPS with sack lunches for field trips when requested. All meals for field trips must meet the appropriate meal pattern requirements, and stored with hot or cold packs if needed.

- Maintain the proper temperature of breakfast and lunch components until they are delivered.
- Maintain all necessary records on the nutritional components and quantities of the meals served at FRCPS and make said records available for inspection by State and Federal authorities upon request.
- Commits to be compliant with the Buy American Provision requirements. (See further guidance in Appendix A).

## **SCHOOL RESPONSIBILITIES**

Four Rivers Charter Public School will be responsible for the following:

- Weekly ordering of the number of meals needed for each day of the following week.
- Maintain the condition and care of meals once accepted upon delivery.
- Serve 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.
- Counting meals served in accordance with eligibility, consolidation of counts of meals served to students, and claiming of meals for reimbursement.
- Completion of all paperwork required to maintain Community Eligibility Provision status.
- Maintenance of records required to substantiate free and reduced-price meals.
- Payment of invoices to the vendor using net 30 terms.
  - No payment will be made for meals that are spoiled or unwholesome at times of service, do not meet the specifications, or do not otherwise meet the requirement of the agreement. Four Rivers Charter Public School will provide written notification of the meal service for which the deduction is to be made, specifying the number of meals for which to deduct charges and setting forth the reasons for the deduction. Four Rivers Charter Public 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 FRCPS' general fund, not food service account funds.

## **PROPOSAL SPECIFICATIONS**

Four Rivers Charter Public School reserves the right to reject all proposals. Four Rivers Charter Public School reserves the right to award the bid to the second-place bid if a contract cannot be finalized between FRCPS and the initial rewarded bidder.

### **Contract Period:**

The contract period will be July 1, 2026, through June 30, 2027, with the option to renew up to three (3) one-year contracts.

Four Rivers Charter Public School can terminate the contract, with or without cause, by giving thirty (30) days written notice. The Vendor can terminate the contract, with cause, by giving ninety (90) days written notice.

Proposals need to be sent in two separate envelopes. One envelope clearly labeled “Technical Proposal” and another envelope clearly labeled “Cost Proposal”.

**Proposals must include:**

- Description of services including but not limited to the following:
  - Menu development rationale
  - Placing orders
  - Equipment needed and its cost
  - Cost for labor (daily and/or hourly rate)
  - Nutrition advocacy
  - Duration and extent of experience in the operation of school meal services
  - Additional services
- Cost per meal (breakfast, lunch), including milk
- Sample 21-day cycle menu for breakfast and lunch including nutritional information showing compliance with federal and state meal program requirements.
- 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
- Materials/supplies provided
- Three (3) professional references, at least one (1) should be from schools serving grades 7 - 12

For contracts in excess of \$150,000, include the following certifications:

- Certificate of Independent Price Determination
- Certification Regarding Debarment, Suspension, and Ineligibility
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities

**SELECTION OF VENDOR**

The selection of a vendor shall be based upon:

- Description of services (20 points)
- Menu appeal (20 points)
- Confidence in the provider (20 points)
- Compliance with RFP specifications (10 points)
- Proposed price (30 points)

**Scoring rubric to follow on the next page.**

The selection of a vendor shall be based upon rating bidders' proposals:

<b>Criteria</b>	<b>Highly Advantageous</b>	<b>Advantageous</b>	<b>Not Advantageous</b>	<b>Unacceptable</b>
<b>Description of services</b>	Deep explanation of description of services the vendor can provide to FRCPS and aligns with RFP.	Adequate description of services. The proposal includes descriptions of most services.	Limited description of services and inadequate services described.	No description of services listed.
<b>Menu appeal</b>	Menu meets and lists all USDA meal component requirements. Each component of the monthly menu doesn't repeat more than three and the menu is nutritionally and culturally diverse.	Menu meets all USDA meal component requirements. Each component of the monthly menu repeats more than twice but less than five times or the menu is nutritionally and culturally diverse.	Menu meets some USDA meal component requirements. Some components of the monthly menu repeat more than five times, or the menu is not nutritionally and culturally diverse.	No menu given by the vendor.
<b>Confidence in the vendor</b>	FRCPS has deep confidence in the vendor's ability to meet all DESE and USDA requirements. References given by the vendor provide informative and strongly supportive comments of vendor.	FRCPS has confidence in the vendors' ability to meet all DESE and USDA requirements. References given by the vendor are informative and supportive of the vendor.	FRCPS has little confidence in the vendor. References given by the vendor were mixed and not overall supportive of the vendor.	FRCPS has no confidence in the vendor. No references were given to FRCPS by the vendor.
<b>Compliance with RFP specifications</b>	The vendor provided all requirements in the RFP and more information was given than the RFP requested.	Vendor provided all requirements in the RFP	The vendor provided some RFP specifications.	The vendor provided little to no requirements listed in the RFP.
<b>Price</b>	To the lowest price offered by a responsible and responsive vendor.	To those offers where the price is no more than 10% higher than the lowest price offered by a responsible and responsive vendor.	To those offers where the price is between 10% and 25% higher than the lowest price offered by a responsible and responsive vendor.	To those offers where the price is more than 25% higher than the lowest price offered by a responsible and responsive vendor

**Interested vendors must submit one (1) copy of their response to this Request for Proposal via mail or email no later than April 30, 2026, at 4:00 p.m. EST. Late proposals will not be considered under any circumstances.**

**Via Mail:**

Four Rivers Charter Public School  
248 Colrain Road  
Greenfield, MA 01301  
Attention: Cheryn Powell, Director of Finance & Operations

**Via E-mail:**

**[cpowell@frcps.org](mailto:cpowell@frcps.org)**

Vendors are requested to submit any questions regarding the RFP in writing to Cheryn Powell, Director of Finance & Operations via email at [cpowell@frcps.org](mailto:cpowell@frcps.org) or mail at 248 Colrain Road, Greenfield, MA 01301. Once proposals are reviewed, food vendors may be contacted for a follow-up interview and/or oral presentation.

Submittals must be valid for ninety (90) days following the submission deadline.

## **APPENDIX A: COMPLIANCE**

### **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 two (2) day (s) in advance of delivery. The request must include the:

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

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

### **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.

### **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40

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

#### **Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### **Debarment and Suspension (Executive Orders 12549 and 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

#### **Equal Employment Opportunity**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint>, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed form or letter to USDA by:

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

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