



**NursesMC**<sup>TM</sup>  
**CHARTER HIGH SCHOOL**  
**CAPITAL REGION**

## **REQUEST FOR PROPOSAL 2024-2025 VENDED MEALS**

Nurses Middle College – Capital Region  
199 Washington Ave  
Rensselaer, NY 12144

**DUE DATE: Tuesday, Nov 12, 2024**



Nurses Middle College- Capital Region invites written proposals from qualified companies for service of the food service program at our high school. Service includes the school breakfast and school lunch program. Nurses Middle College will serve students in grade 9-10 in the 2024-2025 school year.

**SUBMISSION DUE DATE: Tuesday, Nov 12, 2024**

### ABOUT NURSES MIDDLE COLLEGE

The mission of Nurses Middle College Charter High School Capital Region (NursesMC™-CR) is to prepare a diverse group of students to become the highly educated and professional nursing workforce of the future. Our vision is to create an innovative high school experience that is student-centric, structured to foster a supportive learning environment, and committed to developing the skills, knowledge, and passion necessary to excel in the nursing and allied health professions. NursesMC™-CR will add a grade level each year until the school reaches enrollment capacity of 9<sup>th</sup> through 12<sup>th</sup> grade students in the 2026-2027 school year.

NursesMC™-CR is currently in the process of closing on a property in Albany, NY and is looking for a vendor to provide vended meal services for students. The new facility will be located at 32 N Russell Rd, Albany, NY 12206.

In this current school year, the school is serving approximately ninety 9<sup>th</sup> and 10<sup>th</sup> graders. NursesMC™-CR is tuition-free and open to all students in the surrounding communities. Approximately ninety percent of NursesMC™-CR students qualify for free or reduced price lunch. NursesMC™-CR currently provides free meals to all students under the Community Eligibility Provision (CEP) Program.

As we continue to grow into a 9-12 school, our goal is to provide high quality and nutritious food for our students. Currently we are seeking proposals for food service vendors for our new location beginning January 8, 2025.

### Current & Projected Enrollment

Fiscal Year	Enrollment	Grades Served	Enrollment by Grade	Breakfast	Lunch
FY25	90	9, 10	9: 60 10: 40	5/week	5/week
FY26	210	9, 10, 11	9: 95 10: 75 11: 40	5/week	5/week
FY27	280	9, 10, 11, 12	9: 95 10: 75 11: 70	5/week	5/week



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## SCOPE

NursesMC<sup>™</sup>-CR is seeking an organization that is familiar with the following programs:

- School Breakfast Program (SBP)
- The National School Lunch Program (NSLP)

### Meal Preferences

The ideal food vendor will provide meals and food that meet the following requirements:

- o SBP/NSLP compliant meals/snacks (all meals must be eligible for state and federal reimbursement)
- o Fresh, nutritious, tasty, and visually appealing
- o Fresh fruit and/or vegetables with every meal
- o Low-fat or nonfat milk with each meal
- o No pork
- o No partially or fully hydrogenated oils
- o No artificial trans fats
- o No deep-fried foods
- o No overly processed foods
- o No high fructose corn syrup
- o No artificial colors, flavors or sweeteners
- o No MSG
- o Foods with little or no added sugar
- o No sodium nitrates and nitrites in meal
- o No animal by-products
- o No mechanically separated meats (aka “pink slime”)
- o No rBST hormones in milk
- o No BHA & BHT
- o Whole grains must be offered
- o Daily vegetarian option
- o Appropriate utensils and napkins as needed for the meals



### Menus

Menus will be provided a monthly basis. We value both variety and consistency. An ideal vendor will have a variety of menu options which will all consistently meet our meal quality guidelines.

- o The ideal vendor will allow for alternative options for our high school. This could include:
  - Salad bar options/daily meal alternatives for breakfast and lunch

### Delivery Logistics

- o We ask that vendors do not deliver during the following blackout times:
  - Mornings: 7:55-8:45
  - Afternoons: 3:15-4:00
- o Besides those delivery times, vendors are allowed to deliver at their convenience, so long as the delivery time allows at least 90 minutes for set up for each meal.

School	Address	Delivery Location
NursesMC™-CR	32 N Russell Rd, Albany, NY 12206	Kitchen

### Kitchen Equipment

NursesMC™-CR does not currently own any kitchen equipment, but will make any purchases at the request of the vendor.

### Voiding Contract

NursesMC™-CR and vendor will both have the option for leaving the contract for cause or convenience.

- o NursesMC™-CR may terminate this Agreement without cause by thirty (30) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the Contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.

## VENDOR RESPONSIBILITIES

The Vendor shall be responsible for the following:

- o Provide the necessary utensils and napkins in sufficient quantity for the number of meals ordered.
- o Maintain NSLP menu recordkeeping and planning necessary to receive reimbursements.
- o Be familiar with State and Federal regulations pertaining to operations in a school setting



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- o Comply with all state, county and city health and sanitation requirements. NursesMC<sup>™</sup>-CR reserves the right to inspect Vendor's facilities at any time during the contract period.
- o Maintain valid certifications and insurance documents.
- o Deliver meals to location(s) at times specified by NursesMC<sup>™</sup>-CR.
- o Condition or care of meals until they are delivered to the school.
- o Provide to NursesMC<sup>™</sup>-CR 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.
- o Provide NursesMC<sup>™</sup>-CR with sack lunches for field trips when requested. All meals for field trips must meet the appropriate meal pattern requirements.
- o Maintain the proper temperature of the breakfast, lunch, snack and supper components until they are delivered.
- o Maintain all necessary records on the nutritional components and quantities of the meals served at NursesMC<sup>™</sup>-CR and making said records available for inspection by State and Federal authorities upon request.
- o Provide invoices to NursesMC<sup>™</sup>-CR via email. Invoices should include a detailed, itemized description of the services and products billed, broken apart by each school.
- o Comply with the Buy American provision (7 CFR Part 210.21(d)) with when purchasing food products to serve in the school meals programs.

## SCHOOL RESPONSIBILITIES

NursesMC<sup>™</sup>-CR will be responsible for the following:

- o Provide the necessary utensils and napkins in sufficient quantity for the number of meals ordered.
- o Weekly/monthly ordering of the number of meals needed for each day of the following week/month.
- o Condition and care of meals once accepted upon delivery.
- o Service of meals to students.
- o 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.



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- o 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.
- o Maintenance of records required to substantiate free and reduced-price meals.
- o Payment of invoices to the vendor using net 30 terms.
  - o 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 NursesMC™-CR 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. NursesMC™-CR will provide such notice no later than three (3) business days after the date the meal was served.
  - o 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 NursesMC™-CR 's general fund, not food service account funds.

## PROPOSAL SPECIFICATIONS

### **Contract Period:**

The contract period will be January 1, 2025 through June 30, 2025, with the option to renew up to four (4) one-year contracts.

### **Proposals must include:**

- Description of services including but not limited to the following:
  - o Menu development rationale
  - o Placing orders
  - o Equipment needed
  - o Nutrition advocacy
  - o Duration and extent of experience in the operation of school meal services
  - o Additional services
- Cost per meal (breakfast, lunch, and snack)
- Sample 21-day cycle or monthly menu for breakfast, lunch, and snack 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
- Current food permits
- Current license to do business
- Proof of liability insurance and proposed indemnity language



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- Materials/supplies provided
- Conflict of Interest Certification
- Information on ownership
  - Is your business locally owned, minority-owned, female-owned, and/or a small business?
- Compliance on the Buy American Provision (see Appendix A)
- 3 professional references

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)
- Proposed price (30 points)
- Confidence in the provider (20 points)
- Compliance with RFP specifications (10 points)

NursesMC™-CR retains the right to terminate services if the service is unsatisfactory. NursesMC™-CR reserves the right to reject all proposals.

**Interested vendors must submit 1 copy of their response to this Request for Proposal via mail or email no later than Monday, May 14, 2018. Late proposals will not be considered under any circumstances.**

### Via Mail:

Nurses Middle College- Capital Region  
199 Washington Ave  
Rensselaer, NY 12144  
Attention: Julia Franklin

### Via E-mail:

[jfranklin@nursescr.org](mailto:jfranklin@nursescr.org)

Vendors are requested to submit any questions regarding the RFP in writing to Julia Franklin at [jfranklin@nursescr.org](mailto:jfranklin@nursescr.org)  
Once proposals are reviewed, food vendors may be contacted for a follow up interview and/or oral presentation.



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

**PROCUREMENT POLICY**

The purpose of this policy is to:

1. Establish procedures for carrying out purchasing, procurement and contracting functions of NursesMC™-CR
2. Ensure compliance with all applicable state and federal procurement laws.

All procurements made by NursesMC™-CR involving the expenditure of School Food Funds, or General Account funds that are being used for the National School Breakfast or Lunch Program, will be made in accordance with the Federal and New York State procurement standards. Procurement transactions, regardless of method or dollar value, will ensure open and free competition according to the standards of 7 CFR § 210.21 – Lunch; § 220.16 – Breakfast; § 215.14a – Milk; § 225.17 - Summer.

Bid responses will be reviewed and chosen by a second person or an evaluation committee, as appropriate, to ensure fair vendor selection.

NursesMC™-CR will make sure that:

- o All accepted bids and contracts are signed by the Executive Director of NursesMC™-CR.
- o The bids clearly describe the product or service required, without restricting competition.
- o Geographical preference will not be the only deciding factor without documentation proving why.
- o Contracts last a reasonable amount of time and have the option for extension in following with federal and state requirements.
- o The school will only pay allowable costs that are net of all discounts, rebates, and other applicable credits from its School Food Funds, where applicable
- o That the use of brand name specifications is limited. If the decision is to use a brand name specification it will be accompanied by a written justification that fully supports the need to specify a particular brand name, product or feature.
- o Meal vendors are not entitled to use an SFA’s USDA commodity entitlement and all of USDA commodity accrued is for the benefit of the SFA.
- o They designate which specific standards of kosher they accept for each relevant category of food. They will list them in the policy and keep a copy of a letter from the School Rabbinical Authority with the Policy.

**Bid Selection Committee**

Name	Julia Franklin	Mike Abney	Laura Wilkinson
Position	Executive Director	Chief Financial Officer- NursesMC™	Managing Director of Schools- NursesMC™





## CODE OF CONDUCT

### **Conflict Of Interest**

No parent, student, employee, consultant, appointed official or designated agent of the School will take part or have an interest in the award of any procurement transaction if a conflict of interest, real or apparent, exists. (It is considered a conflict of interest when the official, employee or designated agent of the School, partners of such individuals, immediate family members, or an organization which employs or intends to employ any of the above has a financial or other interest in any of the competing firms.)

No parent, student, employee or designated agent of the School will acquire a financial interest in or benefit in any way from any activity which uses any portion of School Food Funds, nor will they have any interest in any contract, subcontract or agreement for themselves or any family members.

All potential or existing conflicts of interest that cannot be avoided will be thoroughly documented for the Administrative Review.

- o School staff violation- that person will be removed from all bidding and purchasing.
- o Vendor violation- NursesMC™-CR will not include vendor in bid selection

### **Acceptance of Gratuities**

No parent, student, employee or designated agent of the School will solicit or accept gratuities, favors or anything of monetary value from vendors, potential vendors, sub-vendors or potential sub-vendors.

## APPENDIX

### **Types of Businesses**

NursesMC™-CR will take all necessary steps to solicit participation of locally owned, minority-owned, female-owned and small businesses. NursesMC™-CR will try, where possible, to solicit proposals from minority-or-women-owned businesses that provide goods or services that are needed.

### **Buy American Provision**

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards schools must comply with when purchasing food products to serve in the school meals programs.

Schools are required to purchase, as much as possible (to the maximum extent practicable), domestic commodities or products. A “domestic commodity or product” is an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.



**TO CLARIFY:**

All food products purchased to be served as part of School Breakfast, Lunch, Snack or Supper meal must be: **EITHER**

100% *Produced* in America or the territories.

**OR**

51% of the ingredients must be *Produced* in America or its territories but the final product must be 100% *PROCESSED* in America or its territories.

Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

All procurement bid spec documents and contracts must include the following language:

- The vendor shall purchase, to the maximum extent possible, domestic commodities or products which are either an agricultural commodity produced in the United States or a food product processed in the United States substantially using agricultural commodities produced in the United States (U.S.).
- The vendor shall certify the percentage of U.S. content in the products supplied to the school food authority (SFA). The SFA reserves the right to review purchase records to ensure compliance with the Buy American provision in 7CFR Part 210.
- The vendor shall provide nutrition facts labels and any other documentation requested by the SFA to ensure compliance with U.S. content requirements.
- In the event a product is not produced or manufactured in the U.S.; the cost of a U.S. produced product is significantly higher than foreign products; and/or the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality, the vendor shall provide reasonable notice to the SFA in advance of the product purchase. The SFA may then issue approval of such product purchases on a case-by-case basis.
- The vendor shall certify that, to the maximum extent possible, the commodities or products provided to the School Food Authority (SFA) are either:
  - Produced or grown in the United States, or
  - A product processed in the United States using over 51% of US produced commodities or products.



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**EXCEPTIONS:** In order to prove an exception, you must have thorough documentation and proof from each stage of the processing and production of the product. A letter from a Rabbi with hechsher requirements will not be enough. You must prove that it is *significantly* more expensive to get the product produced and processed in America. Keep this on file for each product in question because it may be requested.

*Please ensure that the country of origin is listed on all supplier invoices or receipts and do a regular check of the storage room to ensure all products comply with Buy American.*

### **Debarment/Suspension**

A contract award (see 2 CFR [180.220](#)) must not be made to parties listed on the government wide Excluded Parties List System 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.” The Excluded Parties List System in SAM 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. Each SFA/sponsor must ensure that all food service contracts to be paid with Federal assistance must have verification regarding debarment, suspension, ineligibility, and voluntary exclusion.

### **Next steps:**

- o Check the federal Excluded Parties List System <https://www.sam.gov/portal/public/SAM/>

### **Non-Responsive Bidders**

If a bidder does not respond to every question or section in the bid document, they are considered a non- responsive bidder. If that happens, the following steps will be taken.

- One Non-Responsive Bidder:
  - o We will follow up with them to ask them to send it in completed.
- All Non-Responsive Bidders:
  - o We will follow up with them and give them a chance to resend by extending the deadline.

### **Appendix to All Contracts**

**Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

**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



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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 sub recipient 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.

**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.

**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 sub recipient 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 sub recipient 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.

**Clean Air Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).



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**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.