

Request for Proposals EIPG Primary Vendor RFP

SY 2023 to 2024

The Eastern Iowa Purchasing Group (EIPG) issues this Request for Proposal (RFP) for Prime Vendor for SY23-24.

EIPG, Cedar Community
School District.
2500 Edgewood Rd NW
Cedar Rapids, Iowa. 52405

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
Purchasing Office
2500 Edgewood Rd NW
Cedar Rapids, Iowa 52405

January 10, 2023

PROPOSAL REQUEST – EIPG Primary Vendor RFP

The Purchasing Office of the Cedar Rapids Community School District requests proposals on the attached listed items.

The Purchasing Office and/or Board of Directors reserve the right to reject any and all proposals or any part thereof, to waive informalities and to enter into such contract or contracts as shall be deemed in the best interest of the Cedar Rapids Community School District in the County of Linn, State of Iowa.

Proposals are due to the Purchasing Office at bids@crschools.us not later than 10:00 am on Wednesday, March 1st, 2023.

Proposals will be reviewed and will be presented to the Board of Directors for approval at the March 27th, 2023 Board Meeting.

Method of proposal submission:

Email: bids@crschools.us and clearly note “**Proposal - EIPG Primary Vendor RFP**” in the subject line. All signatures must be on the forms where indicated prior to submission. Use this email only. All emails received elsewhere will not be opened and will be deleted. This mailbox is accessed during the bid opening, not before. **Emails must not exceed 10MB.**

We are not responsible for machine failure, email or any delivery problems. Call 319-558-2321 to confirm receipt if needed.

Questions regarding this bid must be submitted via email and directed to opikokivaka@crschools.us no later than 10:00 am on Wednesday, February 1st, 2023.

PLEASE NOTE: We will respond to all questions received as of 10am on Wednesday, February 8th, 2023.

A copy of this request and summary of questions received and answers provided will be available at: <https://crschools.us/departments/purchasing/bids/>.

Any company that desires not to bid at this time and wishes to remain on the School District mailing list should notify the Manager of Purchasing to that effect. Otherwise, any company not submitting a bid may be removed from the mailing list for types of items listed in this bid.

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1 SECTION 1- INTRODUCTION

1.1 Background

This SFA/Eastern Iowa Purchasing Group (EIPG) participates in the federally-funded Child Nutrition Programs, including National School Lunch Program (NSLP), School Breakfast Program (SBP), Afterschool Snack Program (ASP), Child and Adult Care Food Program (CACFP), Summer Food Service Program (SFSP), and Fresh Fruit and Vegetable Program (FFVP). The Child Nutrition Programs are funded by the Food and Nutrition Services (FNS) of the United States Department of Agriculture (USDA) and administered at the state level by the Iowa Department of Education - Bureau of Nutrition and Health Services (IDOE-BNHS).

The EIPG member districts have combined efforts to purchase food, supplies and services for use in their Child Nutrition Programs. This exclusive contract is valued at approximately 10.5 million dollars. Member districts work cooperatively to achieve purchasing goals and are not assessed a fee to participate.

1.2 Intent of the Request for Proposal (RFP)

The purpose of the EIPG (hereinafter referred to as “School Food Authority” or “District” or “SFA” or EIPG) Request for Proposal (RFP) is to solicit competitive proposals from qualified suppliers (hereinafter referred to as “vendor” or “contractor” or “bidder”) for foods, supplies, and services.

The EIPG intends to award a contract to the most responsive and responsible vendor whose proposal conforms to meeting the minimum requirements of the proposal in accordance to the specifications, general and specific terms and conditions, general instructions, and the conditions of purchase as contained in this Request for Proposal (herein after referred to as “RFP”) and addenda.

The contract is designed to achieve the lowest price with specifications written to desired quality levels that encourage competition between manufacturers. Member districts shall purchase all food and supplies from the awarded vendor with the exception of dairy, bakery, chemicals and ala carte beverages for those districts that have existing contracts for those goods/services.

This RFP is intended to promote fair and open competition. If the language, specifications, terms and conditions or any combination thereof restricts or limits the requirements in this RFP to a single source, it must be the responsibility of the interested vendor to notify Carissa Jenkins, Manager of Purchasing, Cedar Rapids Community School District, in writing, at bids@crschools.us, so as to be received within five (5) business days after the date this RFP is issued by the SFA. The RFP may or may not be changed, but a review of such notification will be made prior to the award of the contract.

1.3 Contract Type

A cost reimbursable (cost plus fixed fee) contract will be awarded to the responsive and responsible vendor(s). The EIPG will select the winning proposal based on the evaluation criteria and the terms and conditions contained herein to award the contract for the School Year (SY) 2023 - 2024, with up to four (4) consecutive one year renewals.

Pricing Method

The required method for determining product prices in this contract is "Reimbursable Cost plus Fixed Fee".

"Cost" is defined as Distributor's invoice from the supplier, plus inbound freight, minus all allowances, discounts, rebates and bill backs.

"Fixed Fee" is defined as the difference between cost, as defined above, and the selling price to the school(s). Fixed fees shall remain firm for the duration of the agreement regardless of cost.

Cost information must be available for audit upon request by the schools.

1.4 Definitions

Addendum or Addenda means a written document(s) added to the issued Request for Proposal (RFP) document. Addendum can be a proposed change, clarification/explanation, or addition of missed information to the original RFP document. The addendum/addenda is made in writing and issued to all potential vendors. The addendum or addenda are considered part of the RFP.

Average Daily Participation (ADP) means the average daily number of students who participate in the NSLP and the SBP. The ADP is obtained by dividing the total number of reimbursable lunch or breakfast claimed in a certain month by the number of operating days in the same month.

Binders/Extenders/Fillers means substances added to end products to improve texture, proportion, moisture, appearance, or other characteristics. For a list of acceptable substances please refer to FSIS Directive 7120.1 "Safe and Suitable Ingredients Used in the Production of Meat, Poultry, and Egg Products at: <http://www.fsis.usda.gov/wps/portal/fsis/topics/regulations/directives/7000-series/safe-suitable-ingredients-related-document>

Bureau means the Bureau of Nutrition and Health Services of the Iowa Department of Education (IDOE).

Business Days means the days the SFA is open for regular workday.

Child Nutrition (CN) Label – a voluntary Federal labeling program for the Child Nutrition Programs. The CN Labeling Program is run by the Food and Nutrition Service (FNS) of the U.S. Department of Agriculture (USDA) in cooperation with the Food Safety and

Inspection Service (FSIS), Agriculture Marketing Service (AMS); and National Marine Fisheries Service (NMFS).

Child Nutrition Programs (CNP) – The National School Lunch Program (7 CFR 210) including the Fresh Fruit and Vegetable Program, the Seamless Summer Option, and afterschool snacks, School Breakfast Program (7 CFR 220), Special Milk Program (7 CFR 215), Summer Food Service Program (7 CFR 225), the Food Distribution Program (7 CFR 250), and the Child and Adult Care Food Program (7 CFR 226) are collectively referred to as the Child Nutrition Programs (CNP).

Contract means a formal, legally enforceable agreement between the SFA and the vendor. The contract would include the RFP solicitation document, the general and special terms and conditions, any clarifications and amendments made to the RFP, vendor proposal, and the award documents, and any terms implied by law.

Distributor means a commercial food purveyor or handler who is independent of a processor and both sells and bills for the end products delivered to recipient agencies.

Distributor's choice means the SFA has no preference on the brand on which a price is offered.

Diverted Foods means the State of Iowa's commodity processing program for Recipient Agencies.

End Product means a commercially produced food product that contains any USDA Donated Foods.

Extended Price means the unit price for a product multiplied by the quantity.

Fee for Service (FFS) is a Value Pass Through method where the manufacturer bills for the cost additional ingredients, processing, and delivery to identified location. The value of the USDA Donated Food is not included in the price for recipient agencies. This method can work as a direct shipment (traditional) or through a distributor (modified).

Food and Nutrition Service (FNS) – the agency under the United States Department of Agriculture responsible for administering the NSLP, USDA Foods, and other nutrition and food assistance programs.

Freight-on-Board (F.O.B.) – Delivery is “just-in-time” Freight-on-Board to the delivery location(s) identified in this RFP. Delivery charges or fees, if any, shall be included in the bid price. No charges shall be noted on the invoice for delivery or handling fees. If the distributor manages the freight by picking up at the manufacturer's storage facility, or their production plant, the manufacturer agrees to reimburse the distributor the difference

between the delivered bid price and the distributors into stock cost including all freight cost.

Fully Cooked (FC) means the product has been fully cooked and only requires warming to serve.

Invoice means a bill submitted to the SFA by the vendor for services rendered under the contract.

IQF means Individually Quick Frozen.

Invitation for Bid (IFB) – It is a formal method of procurement where the type of solicitation document used is a competitive sealed bidding in which primary consideration is cost and results in a fixed price contract with or without adjustment factors. The expectation is that sealed bids will be received and an award will be made to the responsive and responsible vendor whose bid is lowest in price.

National School Lunch Act (NSLA) means the legislation that established the National School Lunch Program (NSLP) (42 USC 1751 et seq.) in 1946.

Net-Off Invoice (NOI) means the method where the manufacturer bills the distributor at the commercial price, but the distributor bills the RA at the commercial price net the value of the donated food. Upon delivery to an eligible RA; the distributor requests a rebate for the value of the donated food from the manufacturer.

Pass Through Value (PTV) of USDA Foods – This is value of the USDA Foods ingredients included in processed end products expressed in price per pound or case.

Producer Price Index (PPI) means a weighted index that measures the average change over time in prices received (price changes) by producers for domestically produced goods, services, and construction. The PPIs measure price change from the perspective of the seller. The PPI are published by the Bureau of Labor Statistics, U. S. Department of Labor.

Product Formulation Statement (PFS) – A signed statement on manufacturer's letterhead that demonstrates how the processed end product contributes to the meal pattern requirements. Generally for end products with no CN label. More information about PFSs can be found at: <http://www.fns.usda.gov/cnlabeling/food-manufacturersindustry>

Rebate means the method where the RA pays the commercial price for a processed item and submits a request for the rebate to the manufacturer, who issues a check for the value of the donated food used.

Recipient Agency (RA) means a School Food Authority or district (public or non-public) or Residential Child Care Institution (RCCI) that participates in the National School Lunch Program.

Request for Proposal (RFP) – It is a formal method of procurement where the type of solicitation documents is a competitive proposal. The RFP identifies the goods and

services needed and all significant evaluation factors of which price is of the primary factor to consider an award to the most responsive and responsible vendor.

Responsible Vendor means a vendor that has the capability in all respects to perform the requirements of the contract. In determining whether a vendor is a Responsible Vendor, the SFA may consider various factors including, but not limited to, the vendor's competence and qualifications to provide the goods and services requested, the vendor's integrity and reliability, past performance of the vendor and the best interest of the SFA.

State Distributing Agency (SDA) means State Distributing Agency responsible for the distribution of USDA Foods in the State of Iowa.

School Food Authority (SFA) – the governing body that is responsible for the administration of one or more schools, and has the legal authority to operate the Program therein or be otherwise approved to by United States Department (USDA) to operate the Program. (this may be referred to as the EIPG)

Standards of Identity (SOIs) for foods are federal requirements that define what a food product is, its name, and the ingredients that must or may be used in the manufacture of a food. SOIs protect consumers by ensuring labels accurately describe the products contained within the package. Failure to comply places the contractor in violation of the contract with the SFA as well as federal law.

State Agency (SA) – Agency identified in an agreement with USDA to administer Child Nutrition Programs. In Iowa, the Iowa Department of Education (IDOE) is the State Agency for administering the Child Nutrition Programs.

School Year (SY) – means a period of 12 calendar months beginning July 1 of any year and ending June 30 of the following year.

Targeted Small Business means a small business which is fifty-one percent (51%) or more owned, operated and actively managed by one (1) or more women, minority persons, or persons with a disability, as defined in Iowa Code Section 15.102.

USDA Donated Food means the bulk raw material purchased by USDA and sent to processors for Commodity Reprocessing.

Value Pass Through (VPT) system is the system used to credit the value of the USDA Donated Foods contained in purchased end products to the RA.

Velocity Report means a report generated by the distributor that provides the quantity, the date of purchase, and other valuable information. The report can be generated by the distributor for products purchased during a specific time period.

Vendor means a person, firm, corporation, partnership, or joint venture submitting a Bid for the purpose of obtaining a contract.

United States Department of Agriculture (USDA) means the Federal agency designated by the Congress to administer the National School Lunch Program.

2 SECTION 2: ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

The Issuing Officer, identified below, is the point of contact regarding this Bid from the date of issuance until selection of the successful vendor(s):

Carissa Jenkins, Issuing Officer
Cedar Rapids Community School District (CRCSD)
Purchasing Department
2500 Edgewood Road NW
Cedar Rapids, Iowa. 52405
Email: bids@crschools.us

2.2 Procurement Timetable

The following dates are set forth for informational and planning purposes; however, the SFA reserves the right to change the dates:

Event	Date/Time and Location, as applicable
Purchasing Register to Board of Education	Board Meeting 1/9/2023
Issue Request for Proposal (RFP)	1/10/2023
Timeline of submission of vendor questions to the Issuing Officer	1/10/23 - 2/1/23 Email questions by 10:00am on 2/1/23 to opikokivaka@crschools.us , CRCSD Purchasing Department
Responses to vendor questions	2/8/23
Due date for proposals and location	3/1/2023 by 10:00am to Issuing Officer Carissa Jenkins, Issuing Officer CRCSD Purchasing Department 2500 Edgewood Road NW Cedar Rapids, Iowa. 52405 Email: bids@crschools.us
Proposal Evaluation	3/1/23 - 3/22/23
Recommendation to Board	3/27/23 Board Meeting CRCSD
Award Results/Public Record	3/28/23
Selected Vendor Start Date	7/1/23

2.3 Questions, Request for Clarification and Suggested Changes

Vendors are invited to submit questions and requests for clarification, interpretation, and suggestions. All inquiries concerning interpretation, additional clarification, additional information, and questions pertaining to this RFP must be submitted in writing and sent via electronic mail to Olivia Pikokivaka, at opikokivaka@crschools.us, and must be received by February 1, 2023 by 10am.

Oral questions (in person or via telephone) will NOT be permitted. Please reference the page(s) and section number(s) if questions pertain to a specific section of the RFP. Inquiries must include the vendor's business name, vendor authorized representative contact name and job title, email address, and phone number.

2.4 Response to Inquiries

Written addendum to questions and requests for clarification or interpretation, and suggestions will be posted on or before February 8, 2023 by 4pm, and can be found on the following website: <https://crschools.us/departments/purchasing/bids/>. Once issued, all addenda will be considered part of this RFP. The SFA assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into this RFP.

2.5 Amendment to the RFP and Withdrawal of the RFP

The SFA reserves the right to amend this RFP at any time. The vendor shall acknowledge receipt of any addendums to this RFP.

Vendors who submit proposals in advance of the deadline may withdraw, modify, and re-submit proposals at any time prior to the deadline. Vendors must notify the Issuing Officer in writing (via email) if they wish to withdraw the proposal.

After the deadline for the submission of the RFP, vendors may make a written request to withdraw their RFP and must provide evidence that a substantial mistake has been made or a change in the vendor's ability to perform.

2.6 Cost to Prepare the RFP

The costs of preparation and delivery of the RFP to the SFA are the sole responsibility of the vendor.

2.7 Rejection of RFP

The SFA reserves the right to reject any or all bids, in whole or in part, received in response to this RFP, and at its discretion, may withdraw or amend the RFP at any time prior to the execution of a written contract. Issuance of the RFP in no way constitutes a commitment by the SFA to award a contract.

2.8 Reservation of Rights

The SFA reserves the following rights:

1. To waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve a vendor's competitive position.
2. To re-award the solicitation to another vendor in the event the awarded contractor defaults in executing the formal agreement; and
3. All awards will be made in a manner deemed in the best interest of the SFA and therefore; the SFA shall select the next most responsive vendor, if necessary, issue a new solicitation or take other action as the SFA deems appropriate.

2.9 Public Disclosure of RFP Contents

Before the Notice of Intent to Award is issued, all details of the RFP will remain confidential. Upon issuance of the Notice of Intent to Award, all RFPs become public information. The release of information by the SFA is subject to Iowa Code Chapter 22 or other applicable laws. Vendors are encouraged to familiarize themselves with Chapter 22 before submitting a RFP. The SFA will treat all information submitted by a vendor as public information unless the vendor properly requests that information be treated as confidential at the time of submission.

Any request for confidential treatment of information must be included in the transmittal/cover letter with the vendor's proposal. In addition, the vendor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law, which support treatment of the material as confidential and must explain why disclosure is not in the best interest of the public. The request must include: the name, the address, and telephone number of the person authorized by the vendor to respond to any inquiries by the SFA concerning the confidential status of the materials.

An entire RFP cannot be marked confidential. Only those sections that meet the criteria in Iowa Chapter 22 or other applicable laws for confidentiality may be marked and treated as confidential information.

2.10 RFP Clarification Process

The SFA reserves the right to contact a vendor for the purpose of clarifying price/package information to ensure mutual understanding. The SFA will not consider information if the information materially changes the RFP the Vendor is submitted to the SFA. Failure to comply with requests for additional information may result in rejection of the RFP as non-responsive.

2.11 Vendor Disqualification

Issuance of this RFP in no way constitutes a commitment by the SFA to award any contract or agreement. The SFA reserves the right to accept or reject any part of any RFP and to accept or reject any and all RFPs without penalty. This RFP is designed to provide the vendor with the information necessary to prepare a competitive proposal. It is not intended to be comprehensive and each vendor is responsible for determining the factors

necessary for submission of a comprehensive proposal. A RFP may be rejected for various reasons, including but not limited to any of the following reasons:

The vendor fails to deliver the proposal by the due date and time. (SFA is not responsible for items sent but not received due to any factor. It is recommended that vendor confirm receipt of bid.)

The vendor fails to comply with requests for additional information for clarification purposes, or for request for documents and references within the time specified.

The vendor presents information requested by this RFP in a format that is inconsistent with the instructions of this RFP.

The vendor response limits the rights of the SFA.

The vendor response materially changes the service requirements.

The vendor states a service requirement cannot be met.

The vendor fails to include information necessary to substantiate that it will be able to meet a product or service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.

The vendor rejects in whole or in part the Terms and Conditions of this RFP.

Modifications, additions or changes to the Terms and Conditions of this RFP

The vendor submits proposal with missing or inaccurate pricing information on the *Official Pricing Spreadsheet* may be ineligible for evaluation and selection for an awarded contract.

Erasure or the use of typewriter correction fluid on the RFP is not acceptable. Prior to submission of the RFP, errors may be crossed out, corrections entered and initialed by the vendor authorized contact.

The vendor initiates unauthorized contact regarding the RFP with the SFA or employees/agents of the SFA.

The vendor fails to include any signature, certification, authorization, stipulation, disclosure, guarantee or other item requested in this RFP.

The vendor fails to disclose any matters that might be conflict of interest, real or apparent shall constitute a material breach of the contract.

2.12 Regulations

All Vendors submitting a IFB, agree to comply with all required contract provisions identified in program regulations for programs operated (7 CFR Parts 210, 215, 220, 225, 226, as applicable), USDA Foods (7 CFR Part 250), and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), respectively.

3 SECTION 3: VENDOR QUALIFICATIONS AND RESPONSIBILITIES

3.1 Requirements

The SFA is looking for a Prime Vendor to provide the food, supplies, and services listed in this RFP.

If the vendor is unable to provide food, supplies, and services to the SFA, the vendor must briefly define what can and cannot be provided including the reason. The SFA will determine if the request is accepted. If the request is denied, the vendor RFP may be rejected.

In case of default by the awarded contractor, the SFA, after due notice, may procure the necessary food, supplies, or services from other sources and hold the awarded contractor responsible for any excess cost, including costs related to procurement (e.g., cost of labor and supplies).

Continuous documented instances of noncompliance with contract terms and conditions may result in termination of the contract.

The vendor will provide names and contact information of three (3) references of SFA customers of similar size.

The products and pricing of the awarded contract may be available for other SFAs or eligible entities (piggybacking), after the initial contract is awarded. By submitting a proposal, the vendor agrees to make the same contract terms and conditions, products and price available to other SFAs and eligible entities. The SFA will not in any way incur any liability in relation to specifications, delivery, payment, or other aspect of purchases by any other SFA or other eligible entities.

If the value of this contract increases by 10% it will constitute a material change. This will require the SFA to re-bid the contract. In general, a material change can be thought of as a change made to a contract after it has been awarded that alters the terms and conditions of that contract substantially enough, to the extent that had other vendors known of these changes in advance, they could have bid differently and more competitively. As such it is not expected that the total value of this RFP will increase or decrease significantly.

3.2 Federal Procurement Requirements

All vendors submitting a Request for Proposal agree to comply with all the required contract provisions identified in Child Nutrition Programs procurement regulations for those programs the SFA operates. The applicable regulations are [*insert NSLP 7 CFR Part 210.21, SBP 7 CFR Part 220.16, SMP 7 CFR Part 215.14a, SFSP 7 CFR Part 225.17, CACFP 7 CFR Part 226.22, FDP 7 CFR 250, as applicable*] and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

3.3 Business Ethics

The vendor must have a satisfactory record of performances, and must not have been notified by any local, state, or federal agency with competent jurisdiction that vendor's standing in any matters whatsoever would preclude it from participating in a contract. The vendor shall provide information on any litigation, arbitration, mediation, administrative proceeding, investigation, or like matter, related to their business activities in which they are currently a party to or in which they were a party within last four (4) years.

The vendor shall comply with any reasonable requests for information.

The vendor shall not include, without prior approval; the SFA's name in a published list of customers.

The vendor agrees not to publish or cite in any form any comments or quotes from the SFA without prior approval.

The vendor agrees not to refer to the contract award in commercial advertising in such manner as to state or imply that the vendor products or services provided are in any way endorsed or preferred by the SFA.

The vendor must note any and or matters that might constitute a conflict of interest, real or apparent.

The vendor shall provide competent supervision of employees.

The vendor shall perform work without unnecessary interference with the work in progress by the district employees.

Upon request, the vendor shall provide the district with a complete list of all employees who will be working on school district property.

The district reserves the right to bar from its premises any employee or personnel of the vendor for any cause that the district deems reasonable.

The pricing for this contract is exclusively for use by Child Nutrition Programs and sales to any individuals are strictly prohibited.

Any employee or any official of the School District elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make

sales to the School District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment of a fine in accord with State and/or Federal laws.

3.4 Processed Product Documentation

Child Nutrition (CN) labels and Product Formulation Statement (PFS) for processed product(s) are a manufacturer's communication with the SFA on how the product(s) contribute to the meal pattern requirements for meals served under CNPs.

The awarded contractor will be required to provide to the SFA with CN labels or Product Formulation Statement (PFS) for all food products that do not have a Standards of Identity. The watermarked CN labels or PFS must be compiled into a book or in an electronic format and provided to the SFA by the first operating day of each SY.

3.4.1 Product Formulation Statements

The PFS must be current and accurate. Awarded contractor shall provide updated and new PFS within five (5) business days after the request is made by the SFA throughout the SY.

The PFS must be on a signed manufacturer's letterhead that demonstrates how the processed product contributes to the meal pattern requirements. Creditable ingredients listed in the PFS must match a description in the *Food Buying Guide for School Meals Programs*. The PFS should verify that the product's contribution to the meal pattern requirements is not greater than the serving size of the product. PFS should assure that the creditable components are in the finished product.

<https://www.fns.usda.gov/cn/labeling/food-manufacturersindustry>

3.4.2 CN Labels

CN label with a watermark displaying the product name and CN number for processed products that do not have a CN Label on the product carton need to be made available.

3.4.3 Nutritional Facts and Ingredient labels

Nutrition Facts and Ingredient labels must be kept current and readily available for EIPG members. Allergen information must be included in the Ingredient Label as required by the Food Allergen Labeling and Consumer Protection Act. Vendor will facilitate communication with the manufacturer and obtain manufacturing facility information regarding allergens within the processing plant of products within bid.

3.5 Service Requirements

3.5.1 Ordering requirements

The vendor must provide a consistent web-based ordering system and site based order entry.

The vendor shall have inside sales staff to support phone orders if needed.

The vendor must prepare/provide an electronic order guide that reflects the products bid annually, within the web-based ordering system. The vendor must keep order guide current and accurate throughout the contract.

Characteristics of web-based ordering system is to offer EIPG members two options, to view the original order guide (prepared by vendor) with comprehensive product list and a second copy that is editable, and can be individualized by member.

EIPG administrator(s) must have access to all EIPG member order guides and usage reports.

Awarded contractor must be able to show all contracted market basket products and filter non-contract products from electronic ordering systems available to the SFA.

Awarded contractor will provide selected SFA staff necessary training to set-up and utilize an electronic ordering and accounting management system

Awarded contractor will train selected SFA staff at no additional cost to the SFA.

Ordering shall be in full case quantities whenever possible. Broken case orders will be kept to a minimum.

Orders will be transmitted as mutually agreed upon by the awarded contractor and the SFA.

Sales to any individuals (non-SFA) using the awarded contract is strictly prohibited.

Sales to SFA's sponsored groups using the awarded contract may be authorized only by the SFA.

All substitutions require the prior approval of the SFA. If awarded contractor is temporarily out of stock of a particular product, an equal or superior product at an equal or lower price may be delivered as long as prior approval has been granted by the SFA.

EIPG member districts are expected to plan their own menus and submit menus to vendor at least one (1) month in advance.

The vendor shall expect orders to be placed 6 days in advance of delivery, and allow for order adjustments through the day prior to delivery.

3.5.2 Delivery Requirements

Deliveries shall meet and comply with HACCP and Health Code regulations. Delivery temperatures shall be recorded for chilled and frozen items on delivery receipt by school representative, driver must record and initial if delivery is made before building personnel arrive.

Driver and helpers shall request the authorized school receiver, or the designated representative, to verify the accuracy of items, quantities of each item, total quantities, and condition of merchandise.

A designated school receiver shall sign each packing slip.

Variations from the invoice/packing slip, i.e.: shortages, damages, mispicks etc., shall be noted on each ticket by the designated school receiver and initialed by both the truck driver and school receiver.

When deliveries are made before school personnel arrive or if hidden damage is discovered after delivery, the school must report as soon as discovered. Not later than 24 hours after delivery to receive credit for produce.

Special or intermediate deliveries will be required only if vendor fails to deliver a product on a regularly scheduled delivery, in which case the vendor shall make delivery within 24 hours or as otherwise requested by the district representatives.

Special or intermediate deliveries requested by member districts shall be subject to the delivery fee.

Drivers and helpers shall deliver merchandise into designated storage areas (dry, chilled and frozen) at each school.

Merchandise shall not be stacked higher than five (5) feet.

Vendor will be responsible for any and all damages caused by the vendor to existing facilities and equipment.

Order/Delivery Errors:

- Vendor Error –
 - the vendor, within 24 hours, shall make the delivery unless the School District agrees the product can be reordered.
- District Error -
 - the district shall pick up the product at the distributor or another regular delivery site -or-
 - choose to receive a 2nd delivery but with a separate negotiated delivery fee.

Delivery Schedules/Methods

- Delivery schedules are based on the traditional school calendar.
- Delivery schedules need to be flexible with student safety as a priority.
- Once weekly, unless otherwise mutually agreed, to each school, Monday through Friday, except school holidays.
- Deliveries will be made between the hours of 6:00 a.m. and 2:00 p.m. or as otherwise arranged with mutual agreement by school district and vendor.
- Delivery during lunch serving times is discouraged.
- School/campus lockdown or unsafe conditions may cause disruptions to schedule
- During weather related events, if districts:
 - Cancel School – scheduled deliveries shall be made
 - Close District Offices – scheduled deliveries may need to be adjusted

3.5.3 New/Added Products

The need may arise to add a limited number of items to the product specification spreadsheet (Attachment B). The SFA expects that pricing will be obtained for new products added during the life of the contract. Requests for new/added products should be communicated by the EIPG administrator(s) only. The total value of these items must not

constitute a material change to the contract. The fixed (handling) fee must remain consistent for products added, for the life of the contract. The cost of the items should be determined using Net Cost.

Competition between manufacturers in securing pricing for new or added products is required. If a price and/or quality is not satisfactory to the district, the EIPG reserves the right to seek alternate products.

Schools must purchase products specified on the product specification spreadsheet. Items may be added or purchased only when a comparable product has not already been competitively obtained. Furthermore, the product bid list is designed to encourage competition between manufacturers to achieve the lowest price at the desired quality levels, therefore some product lines (i.e., cereal) have been grouped and will be awarded by manufacturer. New/Added items must stay within the established manufacturer group.

3.5.4 Competitive/Firm Pricing

Vendor shall secure competitive pricing after firm dates and allowances have expired. Deviations from the original bid price shall be communicated to the districts prior to the bid price expiration and supported by manufacturer invoice and/or market reports. Fixed fees shall remain constant throughout the life of the contract. If a price satisfactory to the District is not obtained, the District reserves the right to seek alternate products.

3.5.5 USDA Foods - Diverted Foods Option

Members of the EIPG may participate in the USDA Foods program for Diverted Foods. This program diverts USDA Foods to manufacturers for further processing into ready-to-use end products for use in Child Nutrition Programs. On May 1, 2018, USDA published the Final Rule: Revisions and Clarifications in Requirements for the Processing of Donated Foods. This rule revises and clarifies requirements in 7 CFR Part 250 for the processing of USDA Foods, formalized processing options and rewrote Subpart C, Processing and Labeling of Donated Foods. In order to be compliant with the final rule, the State Distributing Agency (SDA) determined that the best option required a change to a Net-of-Invoice (NOI) Value Pass-Through process for the Diverted Foods option for USDA Foods. The NOI process requires the SDA to procure a commercial vendor (distributor) to provide warehouse and delivery services of USDA Diverted Foods. The SDA issued a Request for Proposals (RFP) for vendors to provide warehouse and delivery services of USDA Foods for Diverted Foods. For SY 2020-2021, Martin Brothers Distributing is the vendor awarded the contract to provide warehouse and delivery services for Diverted Foods to Recipient Agencies (RA) participating in the school meal programs. Therefore, this RFP is only for distribution services for commercial food products and non-food supplies.

3.5.6 Reporting Requirements

The vendor shall be required to submit detailed product usage reports in an electronic format to the School District(s) monthly and as requested. The quarterly and annual reports shall list the products alphabetically and numerically and be submitted in a format that can be electronically sorted.

3.5.7 Billing and Terms of Payment

Original invoices shall accompany the packing slip and remain with the school receiver.

Invoices for food, commodity handling fee, and non-food supplies must either be provided separately OR separated and totaled on one invoice.

Separate credit memos are to be issued and must not be included with any other invoices.

USDA Allowance for value pass through items must be clearly shown adjacent to line item.

All credits shall remain in the vendor's accounting system until processed by the District.

Payments will be made by the School District at minimum once a month on a regular cycle with specific invoice cutoff dates arranged with awarded vendor.

A monthly statement for food and supplies purchased and delivered during the arranged specific cutoff dates shall be provided by the vendor.

3.5.8 Product Quality Control

All products shall conform to or exceed minimum bid requirements and meet or exceed requirements under Federal and State regulations. These requirements shall include, but not be limited to, weights, measures, fill containers, drained weights, and contamination. All products shall conform to standard guarantee requirements with respect to safety. All food recalls/safety issues will be immediately communicated to the School Districts. The supplier, by his signature, agrees to hold the School Districts harmless in the event of product failure.

School Districts have "automatic" product protection recourse against suppliers for products which are misrepresented. According to Federal regulations, the supplier whose name and address appear on the package is the responsible party. If a contract distributor is the first and original packer, he then becomes the last line of recourse in the chain. Contract distributors are expected to take immediate action to correct any situation in which product integrity is violated.

Random sampling and testing of products received will be performed. Should any item fail to meet specification, quality or condition as awarded, the School District(s) shall require the vendor to remove any such item from every school, provide full credit for the total amount of product removed, and provide reimbursement for any costs incurred. If Federal/State reimbursement is lost because of failure to meet the terms of this contract, the District(s) will require the vendor to pay a dollar amount equal to the cost of the product and reimbursement lost.

3.5.9 Facilities and Equipment

The successful vendor must have adequate warehouse space for supplying contract products. Conditions for storing and transporting chilled and frozen products shall be in accordance with HACCP and all State and Federal Codes and Standards.

School District officials may routinely inspect the successful bidder's facilities. Facilities and operating practices must be in continual compliance with all Federal, State, and Local laws and regulations.

3.5.10 SDS Sheets

By the first delivery of school year, the successful vendor will provide all Districts with Safety Data Sheets (SDS) for all products determined or classified as hazardous by OSHA standards. If additional products are purchased by members or if the vendor changes manufacturers, appropriate SDS sheets shall be provided to all Districts.

3.6 Compliance with 7 CFR § 210.21 NSLP Cost Reimbursable Contract Provisions

The awarded contractor must be able to comply with 7 CFR § 210.21(f) *Cost reimbursable contracts – (1) Required provisions.*

- 1) The SFA will pay allowable costs from the nonprofit school food service account net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA;
- 2) The contractor must separately identify for each cost submitted for payment to the SFA the amount of that cost that is allowable, that is, can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
- 3) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
- 4) The contractor determination of its allowable costs must be made in compliance with applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
- 5) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the Bureau, the SFA may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually.

4 SECTION 4: FORMAT AND CONTENT OF THE PROPOSAL

4.1 Instructions

All submitted responses should adhere to the instructions and format requests outlined in this RFP. The instructions are designed to facilitate a uniform review process. All responses must follow the outline below, including the numbering, section, and

sub-section headings as they appear here. Vendors are asked to be brief and to respond only with the information sought. Proposals must provide all information noted in this RFP, per issued forms, or on vendor's letterhead, when appropriate and have required signatures. All information requested in the RFP must be received at the time of submission.

4.2 Format

4.2.1 Typed

The response should be typed. Responses should be formatted to print on 8 ½" x 11" paper, single-spaced with 1" margin using Arial font style no smaller than point size 11.

4.2.2 Page Numbering

All pages should be numbered consecutively beginning with number one (1) on the first page of the narrative (this does not include the cover page or the table of contents page) through to the end, including all forms and attachments.

4.2.3 Formatting

All information should be presented in the same order and format as described in RFP section 4.3 Response Contents (below).

4.2.4 Vendor Name

For clarity, the vendor's name should appear on every page, including Attachments.

4.2.5 Proposal Submission

Only electronic submissions will be accepted. Email submissions to Carissa Jenkins, Issuing Officer at bids@crschools.us.

Email subject line: "PROPOSAL - EIPG PRIMARY VENDOR RFP"

Signatures must be on all forms prior to submission.

4.3 Response Content

4.3.1 Proposal Cover Letter

Attachment 1 - Proposed Cover Letter

Vendors shall complete a "Proposal Cover Letter." The letter shall be signed by an individual authorized to legally bind the vendor. The letter shall include:

- Vendor Mailing Address
- Authorized Signer's Electronic Mail Address
- Authorized Signer's Telephone Number
- Vendor Fax Number

Any request for protection of confidential information shall be included in the letter in addition to the specific statutory basis supporting the request and an explanation why the disclosure of the information is not in the best interest of the public. The cover letter shall

also contain the name, address, and telephone number of the individual authorized to respond to the SFA about the confidential nature of the information.

The vendor shall acknowledge in the letter the receipt of any amendments and receipt of the SFA's responses to questions submitted by vendors.

The vendor shall specifically agree that the proposal is predicated upon the acceptance of all terms and conditions stated in this RFP. However, if the vendor objects to any term(s) or condition(s), the vendor must specifically refer to the page(s) and section(s) clearly identifying the term and condition they object and include a statement recommending term(s) and condition(s) the vendor would find acceptable. Rejection in whole or in part to the Terms and Conditions may be cause for rejection of a vendor's proposal.

The vendor shall provide information on any litigation, arbitration, mediation, administrative proceeding, investigation, or like matter, related to their business activities in which they are currently a party to or in which they were a party within last four (4) years.

4.3.2 Table of Contents

The vendor may include a Table of Contents.

4.3.3 Acknowledgement

Attachment 2 - Acknowledgement

The vendor certifies that the contents of the RFP submitted on behalf of the vendor are true and accurate.

4.3.4 Official Pricing Spreadsheet - Product Specification Spreadsheet

Attachment B - Product Specification Spreadsheet

Vendors must follow the **instructions found on Attachment A.**

Product Volume Estimates: All volume estimates provided in this RFP are based on historical usage data of SFA. While good faith efforts are made in providing the quantities listed in this RFP, quantities are for estimation and planning purposes only. The accuracy of the product volume estimates may be affected by a number of factors including but not limited to availability of Federal funds and other subsidies, availability of USDA Foods, student preferences, budgetary constraints, and product prices, changing market conditions, product unavailability due to manufacturer discontinuance, or unintentional errors or omissions. The listed quantities are subject to change, with no guaranteed minimum order implied by this request for RFP.

4.3.5 Suspension and Debarment Certification

Attachment 3 - Suspension and Debarment Certification

4.3.6 Certification of Lobbying

Attachment 4 - Certification of Lobbying

4.3.7 Assurance of Civil Rights Compliance

Attachment 5 - Assurance of Civil Rights Compliance

4.3.8 Food Safety and Quality Control Plan

Attachment 6 - Certification Regarding Food Laws

The awarded vendor shall operate in accordance to industry standard Hazard Analysis Critical Control Points (HACCP) procedures that are in compliance with federal regulations for safe food handling and quality assurance practices. The SFA may inspect the awarded vendor facilities and vehicles.

4.3.9 Acceptance of Terms and Conditions

Attachment 7 - Acceptance of Terms and Conditions

4.3.10 References

Attachment 8 - References

The vendor shall submit three (3) references, including state and local agencies with whom the vendor has applicable business experience with. The following must be listed for each reference:

- Contact Name
- Agency Name
- Phone Number
- Electronic Mail Address

4.3.11 Assurance of Non-Collusion or Certificate of Independence

Attachment 9 - Assurance of Non-Collusion or Certificate of Independence

The vendor assures that this RFP has been prepared independently. The vendor assures that any business entity represented by the vendor has not received compensation for participation in the preparation of any specifications, or General Terms and Conditions, and prices related to this RFP.

Neither the vendor, nor any business entity represented by the vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws with regard to this RFP.

4.3.12 Pricing Summary / Fixed Fee

Attachment C - Pricing Summary / Fixed Fee

4.3.13 Prospective Vendors Questionnaire

Attachment D - Prospective Vendors Questionnaire

5 SECTION 5: CONTRACT TERMS AND CONDITIONS

5.1 Precedence for Contract Documents

Upon notification of Intent to Award, this RFP shall constitute the contract between the SFA and selected vendor. This awarded contract will represent the contractual requirements listed in this RFP, amendments to this RFP, and selected Prime Vendor proposal. Failure to execute the awarded contract will disqualify awarded contractor and the next responsive and responsible vendor with the next highest scoring points will awarded a contract. The SFA has full responsibility for ensuring that the terms of the contract are fulfilled.

Once proposals are opened they become the property of the SFA and will not be returned.

5.2 Appropriated Funds

Any and all payments to the vendor are dependent upon and subject to the availability of funds to the SFA for the purpose set forth in this agreement. In the event no funds or insufficient funds are appropriated for payments due under a contract made pursuant to this RFP, the SFA shall immediately notify the vendor awarded the contract of such occurrence but the SFA shall have no further obligation.

5.3 Contract Period

The contract period will begin July 1, 2023 and continue for twelve (12) consecutive months ending June 30, 2024. The pricing submitted is considered valid for the Contract Period.

5.4 Contract and Price Renewal/Extension

The SFA intends to award a contract for a one (1) year period. The SFA will have the option for four (4) one-year renewals by mutual agreement of the SFA and the vendor.

Contract renewal shall be based on:

1. Price
2. Customer satisfaction with product
3. Customer service

At time of renewal, the vendor may petition the SFA for a price increase of products. The petition shall be submitted in writing at least sixty (60) days before the proposed effective date of price increase. Petitions must include supporting documentation for proposed

price increase using the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Bureau of Labor, Bureau of Labor Statistics.

5.5 Contractor Responsibility

The awarded vendor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in this RFP, the vendor's response to the RFP, and the resulting contract. Following execution of the contract, the vendor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

5.6 Contract Termination

Except as otherwise provided within the Terms and Conditions of this RFP and per Child Nutrition Programs procurement regulations, the resulting contract may be terminated in whole, or in part, by either the SFA or the vendor for any reason including in the event of substantial failure by the other party to fulfill its obligations under the contract through no fault of the terminating party; provided that:

- A written notification (delivered by certified mail, return receipt requested) of intent to terminate is given at least thirty (30) days prior to the effective date of such action.
- The party terminating the contract provides the party to be terminated a reasonable opportunity to rectify the defects in products or performance, prior to termination.

The SFA may terminate the contract due to noncompliance and nonperformance with Federal and State regulations, effective immediately after written notification by the SFA to the awarded contractor.

5.6.1 Conflict Resolution

If issues arise between the vendor and one or more of the member districts, the notice of conditions endangering the contract must be presented in writing to the EIPG administrator(s) by the aggrieved party. All affected parties will meet to formulate a corrective action plan and timeline for resolution. The corrective action plan and timeline must be approved by the EIPG administrator(s).

If the corrective action plan is not carried out satisfactorily by the vendor, the EIPG Board may terminate the contract without penalty by giving not less than thirty (30) days written notice.

If the corrective action plan is not carried out satisfactorily by the Member district, the EIPG Board reserves the right to terminate that district's EIPG membership.

5.7 Conflict of Interest Clause

The vendor will maintain a written code of standards of conduct governing the performance of their employees engaged in the administration of contracts. No employee, officer, or agent of the vendor shall participate in the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be

involved. Such a conflict would arise when:

1. The employee, officer, or agent,
2. Any member of his/her immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above has a financial or other tangible personal interests that conflict with the ethics and standards of business conduct of the vendor.

5.8 Buy American

The vendor will comply with the Buy American provision. The Buy American Provision in Section 12(n) of the NSLA requires SFAs to purchase, to the maximum extent practicable, domestic commodity or product. This provision supports American agriculture. Section 12(n) of the National School Lunch Act (NSLA) defines “domestic commodity or product” as an agricultural commodity that is produced in the United States (U.S.) and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. “Substantially” means over 51% of the final processed product (by weight or volume) must consist of domestic agricultural commodities. This means that unprocessed, agricultural commodities must be domestic. Processed food must be processed domestically and must contain agricultural food that is over 51 percent domestically grown, by weight or volume as provided in the specifications.

In order to be in compliance with the Buy American provision, the SFA requires the vendor to:

- Provide documentation to verify the percentage of U.S. content in any processed end product
- To allow periodic review of storage facilities, freezers, refrigerators, dry storage, and warehouses.
- Require a certification of domestic origin for agricultural products which do not have country of origin labels. For each product with no country of origin label, complete the information in the following statement:
 - “The vendor certifies that [Click here to enter text.](#)*(insert product name)* was processed in the U.S. and contains over [Click here to enter text.](#)*(insert % weight or volume)* of its agricultural food component from the U.S.”

There are limited exceptions to the Buy American provision in circumstances when use of domestic foods is truly not practicable. These exceptions are:

- The food product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic food product.

In order to be in compliance with limited exceptions to Buy American requirement, the vendor will work with the SFA. The vendor will comply with the following process:

To be considered for an alternative or exception, the request must be submitted in writing to EIPG administrator(s), a minimum of 10 days in advance of delivery. The request must include:

- A. Identify an alternative substitute(s) that is domestic and meet the required specification including:
 - 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):
 - i. Price of the domestic food product; and
 - ii. Price of the non-domestic food product that meet the required specification of the domestic product.

5.9 Equal Employment Opportunity

The vendor shall comply with the Executive Order 11246, "Equal Employment Opportunity", 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."

To comply, the vendor will:

- i. Provide equal opportunity to all qualified persons, to prohibit discrimination in employment on the basis of race, color, religion, sex or national origin.
- ii. Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- iii. That the applicants are employed and treated fairly during employment, which shall include, but is not limited to the following: upgrading, demotion, or transfer; recruitment, layoff or termination, rates of pay or other forms of compensation; and selection for training.
- iv. The vendor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.
- v. USDA Non-Discrimination Statement - 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: http://www.ascr.usda.gov/complaint_filing_cust.html, 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:

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

This institution is an equal opportunity provider.

- vi. Iowa Non-Discrimination Statement - It is the policy of this CNP provider not to discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, disability, age, or religion in its programs, activities, or employment practices as required by the Iowa Code section 216.6, 216.7, and 216.9. If you have questions or grievances related to compliance with this policy by this CNP Provider, please contact the Iowa Civil Rights Commission, Grimes State Office building, 400 E. 14th St. Des Moines, IA 50319-1004; phone number 515-281-4121, 800-457-4416; website: <https://icrc.iowa.gov/>.

By submitting a response, the vendor has agreed to affirmatively cooperate in the implementation of the policy and provisions of Executive Order 11246, Executive Order 11375, and 40 CFR part 60.

5.10 Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

The vendor is required 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).

5.11 Energy Policy and Conservation Act (42 U.S.C. 6201)

The vendor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

5.12 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

The vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5).

5.13 Insurance

The vendor awarded the contract shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance, Property Damage Insurance, Workers Compensation Insurance, Employer's Liability Insurance, and Automobile Liability Insurance. Should any required insurance be canceled before the expiration date, the issuing company will mail 30-days written notice to the SFA. The awarded vendor shall meet the statutory requirements of the State of Iowa for workers' compensation coverage and employer's liability insurance.

5.14 Food Recall

The awarded vendor shall be expected to voluntarily comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. The vendor should have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA site(s) in an expedient, effective, and efficient manner. The awarded vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

5.15 Fill Rate

The awarded vendor must be able to fill all original orders at a monthly average of 98% or above on the scheduled delivery day.

The following information must be provided to the EIPG administrator(s):

1. Monthly fill rate reports upon request.
2. Fill rate is calculated by dividing the number of units delivered by the number of cases ordered by school/delivery location.
3. Show orders on both the "Ordered" date and the "Delivered" date.
4. Substitutions, even though pre-approved, will not count as order filled. Substitutions will reduce the fill rate.
5. Special order items, as indicated on monthly price up-date are not included in the fill rate.
6. Inability to consistently meet a satisfactory fill rate may result in the termination of the contract.
7. The awarded vendor will provide procedures for Special Orders.

5.16 Substitutions

All substitutions require the prior approval of EIPG member district representatives. Notification of any "outs" or prior approval must be communicated not less than 24 hours

prior to scheduled delivery. In the event a substitution is necessary (significant price escalation, temporarily out of stock, manufacturing limitations, etc) the vendor must suggest/provide an equal or superior item to be delivered. In the event of a substitution, the SFA, at its sole discretion, may discontinue purchase of an item. Approved substituted items still reduce the awarded vendor's fill rate (refer to Section 5.15)

5.16.1 Discontinued Products

The awarded vendor will notify the SFA at least thirty (30) days prior, or upon notification to the vendor, if there is a product discontinuance, manufacturer, pack size and other product changes, and house brand packer. The awarded vendor will coordinate to an acceptable product transition with the SFA. The awarded vendor should provide suggestions to the EIPG administrator(s) of acceptable substitutions and secure competitive pricing on the replacement product(s).

A copy of the manufacturer's notification notice may be requested by the SFA. Food product substitutions must meet the Buy American Provision. Replacement product documentation (CN labels, Product Formulation Statements, Nutritional Facts & Ingredient labels) must be provided with suggested substitution product.

5.17 Confidentiality of Proposal

In submitting a proposal, the Vendor agrees not to disclose or otherwise reveal the contents of its RFP to any source outside of the SFA contact, government or private, until after the award of the contract. All vendors who submit a RFP are advised that they are not to have any communications with the SFA during the evaluation of the RFP (i.e., after the opening of the RFP and before the award of the Contract), unless the SFA Issuing Officer contacts the vendor for the purpose of seeking clarification. Only those communications with the SFA as authorized by this RFP are permitted.

5.18 Protest Procedures

Per IAC Chapter 11.117.20 (8A) any vendor that filed a timely bid or proposal and that is aggrieved by an award may appeal the decision by filing a written notice of appeal within five (5) calendar days of the date of award, exclusive of Saturdays, Sundays, and legal state holidays. Protests must be in writing and provide specific reasons with supporting documentation for the protest.

Vendors whose RFP has been filed in accordance with the requirements of this RFP may appeal the decision by filing a written notice of appeal to:

Name: Carissa Jenkins
Title: Purchasing Manager
Address: Cedar Rapids Community School District
ELSC
2500 Edgewood Rd NW
Cedar Rapids, Iowa. 52405
Phone: 319-558-2321

A copy of the appeal shall also be submitted to the Issuing Officer. A notice of appeal must be filed within five (5) business days. The appeal must clearly and fully identify all

issues being contested by referencing the page(s), section(s), line number(s) and/or the Notice of Intent to Award. A notice of appeal may not sway the negotiations with the apparent successful vendor.

5.19 Indemnification

Awarded vendor shall indemnify participating SFA from and against any and all claims, demands lawsuits, liabilities, judgments, and expenses (including attorney fees and other costs of litigation) arising out of or relating to injuries, disease, or death of persons or damages to or loss of property resulting from or in connection with the negligent performance of this contract by the vendor, its agents, employees, or one for whom the vendor is responsible. The vendor liability shall not be limited by any provisions or limits of insurance set forth in this contract. The obligations, indemnities, and liabilities are assumed by the vendor under this paragraph shall not extend to any liability caused by negligence of the participating SFA or its employees.

5.20 Force Majeure

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the Contract or participating SFA.

5.21 Record Keeping Requirements

By responding to this RFP, the vendor awarded the contract understands that the participating SFA, the U.S. Department of Agriculture, the Bureau, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the vendor which are directly pertinent to this contract, for the purpose of audits, examinations, excerpts, and transcriptions.

Additionally, the vendor(s) awarded the contract must provide all documents necessary for an independent auditor to conduct the participating SFA's single audit.

The vendor awarded the contract must retain all pertinent records identified by source, type, and category for a minimum of three (3) years after the participating SFA makes final payments. In the event of any unresolved audit findings, the records shall be retained beyond the three (3) year period for as long as required for resolution of the issues raised by the audit.

6 SECTION 6: EVALUATION OF PROPOSALS

6.1 Evaluation

Proposals that are submitted prior to or on the due date and time and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this

RFP. The evaluation process is developed to award the contract to the lowest responsive and responsible vendor.

6.2 Evaluation Committee

The SFA intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. The SFA evaluation team will review the proposals using the evaluation criteria outlined in this RFP.

The SFA will evaluate each proposal independent of other proposals. As part of the evaluation process, the SFA may request samples, for example new products and any substitutions.

1. Samples requested will be a full or partial case.
2. Samples may be unboxed and unlabeled when requested for testing.

Product samples required for testing purposes will be requested by the SFA's designated contact person. Product samples are to be delivered within ten (10) business days of the request to the appropriate site(s).

The Evaluation Committee will evaluate proposals using the following evaluation criteria, based on a hundred (100) possible points. Factors without points assigned will not be used in computing the total score but will instead be used to determine completeness of the proposal and possible disqualification. After preliminary evaluation, the committee may schedule interviews with prospective vendor(s).

	Criteria	Checklist
	Requirements	
	Bid Cover Letter Attachment 1	Mandatory
	Table of Content	Recommended
	Acknowledgement Attachment 2	Mandatory
	Completed and signed Attachment B Product Specification Sheet	Mandatory
	Completed and signed Attachment 3 Suspension and Debarment Certification Form	Mandatory
	Completed and signed Attachment 4 Lobbying Certification and Disclosure of Lobbying Activities Form, if applicable	Mandatory
	Completed and signed Attachment 5 Civil Rights Compliance	Mandatory
	Signed Attachment 6 Certification Statement Regarding Food Laws	Mandatory
	Completed and signed Attachment 7 Acceptance of Terms and Conditions of RFP	Mandatory
	Completed Attachment 8 References	Mandatory
	Completed and signed Attachment 9 Certificate of Non-Collusion or Certificate of Independence	Mandatory
	Completed and signed Attachment C Pricing Signature Page	Mandatory
	Completed Attachment D Vendor Questionnaire	Mandatory
	Technical Evaluation Criteria	Maximum Score
	Ability to meet Service Characteristics	10 points
	Completeness & Accuracy of product list, and product availability	5 points
	Availability of accurate/current Processed Product Documentation (CN labels, PFS, Nutrient/Ingredient)	10 points
	Vendor Qualifications and Experience (reference letters, business experience, etc.)	5 points
	Operational Plan & Procedures (including delivery schedule)	10 points
	Accounting and Reporting Capabilities: Invoice payment rebate methods How are allowable and unallowable costs identified on invoices Computerized online ordering system Customer generated reports Customized order guides	10 points
	Pricing Evaluation Criteria	
	Total Extended Costs (including handling charges)	50 points
	Total Possible Score	100 points

7 SECTION 7: AWARD AND POST AWARD

7.1 Notice of Intent to Award

The SFA will issue a Notice of Intent to Award letter to the selected vendor whose proposal will be recommended to the School Board of Directors for award of a contract. The contract will be final when approved by the SFA Board of Directors.

7.2 Award

The chairman of the SFA Board of Directors shall affix his/her signature on the *Cover Page* and collectively this RFP and the vendor proposal to this RFP, to the extent accepted by the SFA, shall become the contract and shall represent the entire agreement between the SFA and the awarded vendor. Any conflict between the terms and conditions of the RFP and the Proposal documents will be resolved in favor of SFA and the awarded vendor.

Attachment 1

Proposal Cover Letter

«AddressBlock»

Re: RFP # [Click here to enter text.](#)

Dear [Click here to enter text.](#)

Thank you for the opportunity to respond to the Request for Proposal RFP # [Click here to enter text.](#)

The following individual has prepared the proposal and will serve as the primary contact for proposal questions and contract execution.

Insert: first and last name, email address, contact phone number, and vendor fax number

[Click here to enter text.](#) has received the full copy of RFP # [Click here to enter text.](#) as well as the SFA's responses to vendor questions and all addenda.

The vendor specifically agrees that the proposal is predicated upon the acceptance of all terms and conditions stated in this RFP.

Thank you.

Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Attachment 2

Acknowledgement

Date: Click here to enter a date.

Click here to enter text.

«AddressBlock»

Re: Request for Proposal for Prime Vendor Services RFP # Click here to enter text.

Dear Click here to enter text. ,

I certify that the contents of this request for proposal submitted on behalf of Click here to enter text. (vendor) in response to Request for Proposal RFP # Click here to enter text., are true and accurate. I certify that Click here to enter text. (vendor) has not made any knowingly false statements in its proposal and that I, the undersigned, have the authority to represent this company and submit this proposal.

Sincerely,

Name: Click here to enter text.

Title: Click here to enter text.

Attachment 3

Suspension and Debarment Certification

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility and
Other
Voluntary Exclusion – Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

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

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date
Form AD-1047 (1/92)

Instructions for Certification

1. 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the 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 tiered 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 tiered 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 it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier 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 principals. 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 is 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.

Form AD-1047 (1/92)

Certification Regarding Lobbying

Certification Regarding Lobbying
[SFA Name]
Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds. Contractors that apply or bid for such an award must file the required certification.

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature_____

Date_____

Approved by OMB No. 0348-0046

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 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 receipt. 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; 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. 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.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ Date of last report
4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier. _____, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:	
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 <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Assurance of Civil Rights Compliance

The Vendor hereby agrees that they will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Vendor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the State agency.

Signature of Vendor's Authorized Representative

Title

Date

Attachment 6

Certification Regarding Food Laws

Date: [Click here to enter a date.](#)

[Click here to enter text.](#)

«AddressBlock»

Re: Request for Proposal for Prime Vendor Services RFP # [Click here to enter text.](#)

Dear [Click here to enter text.](#) ,

By submission of a proposal in response to the [Click here to enter text.](#) Request for Proposal RFP # [Click here to enter text.](#) , the undersigned certifies the following:

1. The vendor has a Hazard Analysis Critical Control Point (HACCP) and Food Defense Plan on file. At a minimum, these plan include, but are not limited to:
 - i. Having a product traceability system in place from receipt to delivery to designated delivery site.
 - ii. Documentation of conducting a mock recall for product once per year.
2. The vendor will provide the School Food Authority (SFA) representatives 24/7 accessibility in the event of a USDA Recall. Indicate the vendor authorized staff and back-up staff name and contact information.
3. The vendor has a public notification capability on their website to provide updates on USDA Food Recall information or
4. The vendor will provide a communication plan to the school district for food recall with these proposal documents.

Signature of Vendor's Authorized Representative

Title

Date

Attachment 7

Acceptance of Terms and Conditions

Click here to enter a date.

«AddressBlock»

Re: RFP # Click here to enter text.

Dear Click here to enter text.

Click here to enter text. (vendor) accepts all the Terms and Agreement of RFP # Click here to enter text.

Thank you.

Sincerely,

Name: Click here to enter text.

Title: Click here to enter text.

Attachment 8

References

References will be checked using information you provide on this form. It is the vendor's responsibility to provide COMPLETE, ACCURATE reference contact information on the form below. Districts named as participants in this RFP are not to be used as a reference.

District/Company:	
Contact Person:	
Address:	
Fax:	
Email:	
Description of professional relationship including dates:	

District/Company:	
Contact Person:	
Address:	
Fax:	
Email:	
Description of professional relationship including dates:	

District/Company:	
Contact Person:	
Address:	
Fax:	
Email:	
Description of professional relationship including dates:	

Date: [Click here to enter a date.](#)

[Click here to enter text.](#)

«AddressBlock»

Re: Request for Proposal for Prime Vendor Services RFP # [Click here to enter text.](#)

Dear [Click here to enter text.](#) ,

B. By submission of a proposal in response to the [Click here to enter text.](#) Request for Proposal RFP # [Click here to enter text.](#) , the undersigned certifies the following:

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

C. Each person signing this proposal on behalf of the vendor certifies that:

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

To the best of my knowledge, this Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state and federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Vendor’s Authorized Representative

Title

Date

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

Signature of School Food Authority’s Authorized Representative

Title

Date

NOTE: Accepting a vendor’s proposal does not constitute award of the contract.

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