

Blue Springs School District



**REQUEST FOR PROPOSAL (RFP)
FOR FRESH PRODUCE VENDORS**

Proposal Reference (PR) number: 021-002

Date of request: March 24, 2021

Completed proposal must be submitted no later than May 3, 2021 by 1:00 P.M. CST

Proposal issued by:

**Blue Springs School District
Gale T. Bartow Administrative Services Center
1801 NW Vesper
Blue Springs, MO 64015**

Contact:

**Brian Harris
Director of Nutritional Services
(816) 874-3385
bharris@bssd.net**

PLEASE READ SOLICITATION CAREFULLY!

REQUEST FOR PROPOSAL (RFP) FOR FRESH PRODUCE VENDOR

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SECTION 1: PROCEDURAL AND SUBMISSION REQUIREMENTS

Description: The Blue Springs School District herein referred to as “School Food Authority” or “SFA” requests proposals in response to this solicitation for the services of a Fresh Produce Vendor.

This solicitation is issued with the intent to procure Fresh Produce in accordance with applicable state and federal law governing the federally funded Child Nutrition Programs which collectively refers to the National School Lunch Program (NSLP), the School Breakfast Program (SBP), the Summer Food Service Program for Children (SFSP), and the Child and Adult Care Food Program (CACFP) for the SFA.

The SFA intends to target 80 percent or more of its Fresh Produce purchases through one Proposer.

The SFA will select a winning proposal based on conditions and requirements contained herein to award the contract for the school year (SY) 21-22, beginning on July 1, 2021 and ending June 30, 2022. This awarded contract will have the option for four (4) - one (1) year contract renewals. July 1, 2022 being the beginning of the first year option to renew, ending with June 30, 2026 as the last renewable year. Either party may terminate the contract by giving the other party a (30) thirty calendar day prior written notice of termination.

Proposal Deadline: May 3, 2021 by 1:00 P.M. CST

Proposals will be accepted up to, and no proposal may be withdrawn after, the due date and time for submission. Time is Central Standard Time as indicated on the designated clock at the SFA. Proposals that arrive after the required time will not be considered. It is the responsibility of the Proposer to ensure that the proposal arrives at the required location by the required time. Submitted proposal shall remain valid for thirty (30) days from the proposal deadline.

If SFA determines that there is a discrepancy in or omission from this solicitation prior to the proposal deadline, an addendum will be issued to all proposers that have submitted proposals and proposers that have requested a copy of the solicitation.

Communications Inquiries: All communication regarding this solicitation document should be directed to:

Brian Harris
Director of Nutritional Services
(816) 874-3385
bharris@bssd.net

Email: Email is the preferred form of communication.

Note: SFA's email system has a very restrictive security system. SFA will send a "confirmation of receipt" to email senders for all email received as a result of this solicitation. If a confirmation of receipt to your email has not been received within two (2) business days (responses will be posted on a later date), contact the SFA's Contact Person identified in this section of solicitation.

Deliver proposals to the following location:

Blue Springs School District
Buildings and Grounds Center
"Prime Vendor RFP 021-002"
5395 W 40 HWY
Blue Springs, MO 64015

Submission of Proposals: Proposers will need to sign and complete all sections of this solicitation. Proposers may mail Proposals to the address above by the due date and time as stated in the solicitation. It is the Proposer's responsibility to assure that its Proposal is received by the deadline, no exceptions. Electronic submissions may be sent to sroderick@bssd.net. Regardless of submission method, it is the responsibility of the Proposer to confirm and ensure the Proposal was received by Proposal deadline.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS RFP TO BE CONSIDERED RESPONSIVE AND ELIGIBLE FOR A CONSIDERATION FOR AWARDED CONTRACT. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

Proposers which submit incomplete proposals with missing information will be ineligible for evaluation and selection for an awarded contract. Below is a list of documents which must be completed and submitted with your proposal to be considered responsive.

- Attachment B VENDOR PRICING FORM
- Attachment C PROPOSER CONTACT INFORMATION
- Attachment D INDEPENDENT PRICE DETERMINATION CERTIFICATE
- Attachment E SUSPENSION AND DEBARMENT CERTIFICATION
- Attachment F LOBBYING CERTIFICATION
- Attachment G DISCLOSURE OF LOBBYING ACTIVITIES

Calendar of Events: The required dates and times by which actions must be completed and, where applicable, locations are listed in the calendar of events. If the SFA determines it is necessary to change a date, time, or location, it will issue an addendum to this solicitation. Times are CST time at the designated location.

Calendar of Events	
Action	Date/Time and Location if applicable
Release of solicitation	March 24, 2021
Last date to submit written questions	April 7, 2021
Release of responses to written questions in the form of an addendum. Addendum will be sent to those Vendors that requested a copy of the solicitation.	April 16, 2021
Due date for proposals and location	May 3, 2021 by 1:00 P.M. CST Blue Springs School District SFA Address: 5395 W 40 HWY Blue Springs, MO 64015 Brian Harris Director of Nutritional Services 816.874.3385 bharris@bssd.net
Proposal evaluation period	May 3, 2021 – May 10, 2021
Notice of intent to award	May 10, 2021
Awarded contract approval	Board meeting following the Notice of Intent to Award
Award of Vendor agreement	May 11, 2021
Vendor start date	July 1, 2021

Product List: Product list is attached hereto as “VENDOR PRICING FORM”. Proposers are required to submit pricing for all products listed. Proposers will need to complete, sign, and return this “VENDOR PRICING FORM” along with the “PROPOSER CONTACT INFORMATION” along with all other required documents to be considered a responsive proposal.

SECTION 2: SCOPE AND PURPOSE

Scope: The purpose of this solicitation is to solicit proposals and award a contract to a Fresh Produce Vendor for products and services described herein.

Amendments and Modifications: The SFA reserves the right to modify the awarded contract by mutual agreement between the SFA and selected Vendor, so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by issuance of a written authorized amendment by the SFA.

Vendor Agreement: Selected Vendor will need to sign the awarded contract upon notification by SFA. This awarded contract will represent the contractual requirements listed in the RFP, attachments to the RFP, amendments to the RFP, and selected Vendor proposal. Failure to execute the awarded contract will disqualify winning Proposer and the next most responsible, responsive Proposer with the next highest scoring points will be selected.

Agreement Period: The initial awarded contract period shall be July 1, 2021 to June 30, 2022. Both parties to the awarded contract will agree to enter into this awarded contract for a one-year period with the option to renew the agreement for up to four (4) additional one-year periods by mutual agreement of the SFA and selected Vendor. Renewal shall be based on customer satisfaction with products, service, and price.

Locations and Contact Information		
Building	Phone	Address
Food Service Warehouse	816.874.3388	5395 W. 40 HWY Blue Springs MO 64015
Blue Springs High School	816.874.3430	2000 NW Ashton Dr. Blue Springs, MO 64015
Blue Springs South High School	816.574.3523	1200 SE Adams Dairy Pkwy. Blue Springs MO 64014
Liggett Trail Education Center	816.874.3680	3575 SW Liggett Rd. Blue Springs MO 64015
Freshman Center High School	816.874.3457	2103 NW Vesper Blue Springs, MO 64015
Brittany Hills Middle School	816.874.3483	2701 NW 1st St. Blue Springs MO 64014
Delta Woods Middle School	816.874.3591	4401 NE Lakewood Way Lee's Summit, MO 64064
Moreland Ridge Middle School	816.874.3553	900 SW Bishop Dr. Blue Springs, MO 64015
Paul Kinder Middle School	816.874.3572	3930 NW R.D.Mize Road Blue Springs, MO 64015
Chapel Lakes Elementary	816.874.3609	3701 NE Independence Ave. Lee's Summit, MO 64064
Cordill Mason Elementary	816.874.3620	4001 SW Christiansen Rd. Blue Springs, MO 64014
Daniel Young Elementary	816.874.3630	505 SE Shamrock Lane Blue Springs MO 64014
Franklin Smith Elementary	816.874.3648	1609 SW Clark Rd. Blue Springs, MO 64015
James Lewis Elementary	816.874.3654	717 NW Park Rd. Blue Springs, MO 64015

James Walker Elementary	816.874.3669	201 SE Sunnyside School Road Blue Springs, MO 64014
John Nowlin Elementary	816.874.3677	5020 NW Valley View Rd. Blue Springs, MO 64015
Sunny Pointe Elementary	816.874.3706	3920 South R.D. Mize Rd. Blue Springs, MO 64015
Thomas Ultican Elementary	816.874.3717	1812 NW Vesper Blue Springs, MO 64015

Fair and Open Competition: This solicitation 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 solicitation to a single source, it must be the responsibility of the interested Proposer to notify Brian Harris, in writing, at bharris@bssd.net, so as to be received within five (5) business days after the date the solicitation is issued by the SFA. The solicitation may or may not be changed, but a review of such notification will be made prior to the award of contract.

Delivery: Products will be delivered to the SFA at the following addresses at or before scheduled time listed below.

All deliveries must be completed before 11:00 A.M. unless other arrangements are agreed to by the SFA.

SECTION 3: PROPOSER QUALIFICATIONS AND RESPONSIBILITY

Requirements:

1. The SFA is looking for a Fresh Produce Vendor to provide the products and services listed in the RFP.
2. If Proposer is unable to provide products or services to the SFA, Proposer must succinctly 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 proposal may be rejected.
3. In case of default by selected Vendor, the SFA, after due notice, may procure the necessary supplies from other sources and hold selected Vendor responsible for any excess cost, including costs related to procurement (e.g., cost of labor and supplies).
4. Continuous instances of product unavailability may result in termination of the contract and removal of Proposer from the vendor list at the sole discretion of the SFA.
5. Proposer will provide names and contact information for at least three (3) but no more than five (5) references of school district customers of similar size.

Compliance Requirements: Proposers will need to comply with applicable requirements set forth in federal and state regulations including policy and instructions issued by the U.S. Department of Agriculture (USDA) and Missouri Department of Health and Senior Services (MODHSS). The primary applicable regulations are 7 CFR 210 (National School Lunch Program), 7 CFR 215 (Special Milk Program), 7 CFR 220 (School Breakfast Program), 7 CFR 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk), 7 CFR 250 (Food Distribution Program), 7 CFR 225 (Summer Food Service Program for Children), and 2 CFR 200 (super circular).

Discussions/Negotiations: By submission of a proposal, Proposer agrees that during the period following issuance of the proposal and prior to notification of intent and/or award of the contract, Proposer will not discuss this procurement with any party except Brian Harris. The SFA reserves the right to reject any and all proposals and to cancel this solicitation if it is in the best interest of the SFA. The SFA shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of Proposer's response to this solicitation.

The SFA reserves the right, at any time after opening and prior to award, to request from any Proposer clarification, address technical questions, make site visits, review past performance or to seek or provide other information regarding Proposer's proposal. This process may be used for such purposes as providing an opportunity for Proposer to clarify the proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility of Proposer. The SFA will not consider information received if the information materially alters the content of the proposal or alters the type of goods and services Proposer is proposing to the SFA. An individual authorized to legally bind Proposer shall sign responses to any request for clarification.

The SFA reserves the right to contact provided references and other references to assist in proposal evaluation, to verify information contained in the proposal, and to discuss Proposer's qualifications including capabilities and performance under other contracts.

Issuance of this RFP in no way constitutes a commitment by the SFA to award any contract or agreement. This RFP is designed to provide Proposer with the information necessary to prepare a competitive proposal. It is not intended to be comprehensive and each Proposer is responsible for determining all factors necessary for submission of a comprehensive proposal. An RFP may be rejected for various reasons, including but not limited to any one of the following reasons:

1. Proposer fails to deliver the proposal by the due date and time.
2. Proposer fails to respond to the SFA's request for information, documents, or references within the time specified.
3. Proposer's response limits the rights of the SFA.
4. Proposer's response materially changes a product or service requirement.
5. Proposer 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 of future developments will not satisfy the requirement.
6. Proposer provides misleading or inaccurate responses.

7. Proposer initiates unauthorized contact regarding the RFP with the SFA or employees/agents of the SFA.
8. Proposer presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
9. Proposer fails to include any signature, certification, authorization, stipulation, disclosure, guarantee or other item requested in this RFP.

SECTION 4: ADMINISTRATIVE INFORMATION

Estimations: SFA has to the best of its ability, provided estimates to Proposer for products and related services it intends on ordering. The total purchasing estimates are based on usage from the previous year. The SFA will not guarantee any minimum utilization or compensation to be paid to a Proposer.

Competitive Pricing: The pricing is for the SY 21-22. Proposer must complete the “VENDOR PRICING FORM”. Proposers are encouraged to submit the most competitive pricing possible because SFA will be soliciting multiple proposals from proposers to achieve the lowest possible costs for the specifications and requirements outlined in this solicitation. If for any reason this solicitation has limited Proposer’s ability to provide a competitive proposal then contact SFA as directed in the cover letter to explain.

Pricing: All products will be priced as Proposer’s cost plus a fixed handling charge. Pricing submitted for all products will be net price, F.O.B. destination, In House. The evaluated prices will be price per unit, not price per case. The unit price offered should contain four points (.0000) beyond the decimal. The extended price shall be rounded to the nearest whole cent (5 or greater shall be rounded up and 4.9 or less shall be rounded down).

Case Price: Basis for case price (cost) are current prices for date of April 1 2021. If product was not purchased on this date, a manufacturer’s price sheet signed by an authorized manufacturer’s representative or official manufacturer confirmation letter may be used prior to the proposal opening. Prices must be entered on the “VENDOR PRICING FORM”. The SFA may request copies of invoices, price sheets, or confirmation letter prior to award of contract.

- a. Prices quoted shall be the NET PRICE that Proposer will pay.
- b. Cost should be locked with packers/manufacturer for the greatest extent of time to avoid price increases for contract duration. This date should be recorded in Good Thru Date column on “VENDOR PRICING FORM”
- c. Prices shall be based on delivery to Proposer’s warehouse. Freight rates shall normally be in carload or truckload quantities of straight or mixed products, except for very small volume products, which may be drop shipped. Freight arranged by Proposer will not exceed the rates established by nationally recognized common carriers.
- d. Official manufacturer confirmation letter must be maintained on file with the selected Vendor for audit purposes.
- e. Allowances intended for the end user, such as, promotion allowances, billbacks, or other purchasing incentives MUST accrue to the benefit of the SFA. Evidence of such discounts or allowances will be available for audit upon request. A Proposer’s invoice costs shall reflect proposal and/or promotion allowances, e.g., one free with 10, or proposal allowances, the benefits of which shall accrue to the SFA. Self-funded allowances will be expected to be on-going. **In the narrative section, explain any volume discounts or allowances which are from monies other than manufacturers or packers allowances.** Record all allowances, source of allowances, and Allowance Good Thru Dates on “VENDOR PRICING FORM”.
- f. Allowances, intended for the selected Vendor, such as, payment arrangements or marketing dollars, shall accrue to the benefit of selected Vendor.
- g. Individual product rebates may either be filed by the SFA or selected Vendor, but will be paid only to the SFA. The selected Vendor will provide the tracking report, if requested.
- h. Submit, with the proposal, a list of all products which:
 - i. are firm for the entire SY, calendar year, or specified period of time.
 - ii. Proposer cannot provide for SY.
 - iii. are special order include lead time.
 - iv. are purchased by Inner Company billing and/or Group Buying billing which are not normally in stock at the warehouse which services the SFA. If there is a price increase due to Inner Company or Group Buying billing, the increased price must be supported with a market bulletin(s) from an independent source; such documentation shall be maintained on file with selected Vendor for audit purposes.
 - v. are Proposer processed products, such as cut up fruit/vegetables. The price of the product charged must be based on an independent market bulletin. The selected Vendor shall keep the market bulletin which served as the basis for the cost and the calculation for this proposal on file for audit purposes.

When a product unit is stated as case, decimals should be carried two (.00) places. For units as pound, decimals should be carried three (.000) places. For items in a unit of each or partial case, decimals should be carried four

(.0000) places. To determine a proposed unit which is less than a case, take the case cost to four places beyond the decimal (.0000). Divide case cost by the number of units in a case and round to the nearest whole cent (\$.00).

Handling Charge: Includes but is not limited to procurement, handling at Proposer's warehouse, overhead, delivery, and profit. **In the narrative section, explain how handling fee is determined.** The handling fee is fixed for the length of the contract plus any renewals regardless of manufacturers/suppliers invoice prices. Proposers may propose a different handling fee for different product categories or different products within the categories.

- a. Proposer shall propose a dollars and cents handling fixed fee per case to two decimal places, for example, \$1.25.
- b. The handling charge applied to a product shown in the "VENDOR PRICING FORM" shall also apply to all other pre-approved brands within the product specification in the event of substitution.
- c. Handling charges for broken cases shall be pro-rated based on the number of units ordered from the full case. The SFA will keep broken case orders to a minimum. To arrive at the price for broken cases, the selected Vendor shall divide the number of units in a full case into the per-case selling price, including the pro-rated handling fee.
- d. **In the narrative portion, Proposer should describe the prompt payment and volume discount allowances proposed.**
- e. Request to adjust handling charges will be entertained by the SFA only at the time of contract renewal. The request must be based on concrete data, such as increase in labor costs.

Handling Charge and Delivery: Handling charge will include delivery to all buildings as indicated on the SFA Profile Sheet located in the last section of this RFP. The handling charge may be adjusted at renewal and one time per year in January based on the cost of fuel. No other criteria may be considered in adjusting the handling charge. The selected Vendor may propose an increase in the handling charge if, on the first Monday in December and June for midyear and renewal adjustments respectively, the price of fuel exceeds thirty (30) percent of the base fuel price, as established on the date of the proposal opening according to the Weekly On Highway Diesel Prices for the Midwest Region as issued by the Energy Information Agency (<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>).

The selected Vendor may submit a written request for an adjustment to the handling charge; the request must be submitted to the Director of Nutritional Services at least twenty (20) business days prior to February 1 and August 1 for the adjustment to take effect on February 1 and August 1, respectively. The request must include justification and market documentation for the increase based on fuel cost, and will be based on the following:

Increase in the price per gallon over the base fuel cost. The increase in the handling charge shall be based on \$.01 per each \$.20 increase in the cost of fuel per gallon. For example, if the base charge established at proposal opening is \$3.50, and fuel prices increased to \$4.50 per gallon on December 1, then \$.05 may be applied per unit as indicated in selected Vendor's original proposal.

No fuel surcharges will be allowed during the contract life.

Allowable Costs (discount, rebate, and other applicable credit): In accordance with applicable federal regulations, for all cost reimbursable contracts awarded by the SFA:

1. In the event a cost reimbursable contract is entered into by the SFA, only allowable costs will be paid from the nonprofit school food service account to the selected Vendor; net of all discounts, rebates, and other applicable credits accruing to or received by the selected Vendor or any assignee under the awarded contract.
2. The selected Vendor must separately identify each cost submitted for payment to the SFA:
 - a) the amount of that cost that is allowable (i.e., can be paid from the nonprofit school food service account) and the amount that is unallowable (i.e., cannot be paid from the nonprofit food service account); or
 - b) the selected Vendor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records management process have been established that maintain the visibility and transparency of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.

3. The selected Vendor's determination of its allowable costs must be made in compliance with the applicable federal, state, and local regulations.
4. The selected Vendor 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 case of other applicable credits, the nature of the credit. The SFA may permit the selected Vendor to report this information on a less frequent basis than monthly, but no less frequent than annually. The selected Vendor must identify the method by which it will report discounts, rebates, and other applicable credits allocable to the contract which are not reported prior to conclusion of the contract.
5. The selected Vendor must maintain documentation of costs and discounts, rebates, and other applicable credits and must furnish such documentation upon request to the SFA, the DPI, or USDA.
6. No expenditure may be made from the nonprofit school food service account that permits or results in the selected Vendor receiving payments in excess of the selected Vendor's actual, net allowable costs.
7. *Evaluation of Rebates, Discounts, and Credits:* Proposer will be evaluated on its transparency as well as its performance and success in negotiating and returning rebates, discounts, and credits received by Proposers, other manufactures and vendor, or companies related to products and services described in this solicitation and resulting awarded contract. Any such rebates, discounts, and credits must accrue to the benefit of the SFA (see "Reference: CFR § 210.21 Procurement" below). This includes any SFA rebates, discounts, and credits which are contracted out to a third party for management, handling, payment, and/or processing.

Rebates, discounts, and credits may include but would not be limited to any amount paid by way of reduction, credit, discount, return, refund, financial incentives, price concessions, and other instruments of value (such as reduction in pricing on non-SFA related purchases where SFA purchases were considered), or other direct or indirect remuneration from manufactures/vendors or others persons that are related to, directly or indirectly influence or affect what has already been paid or will be made payable with funds from the SFA's nonprofit food service account.

In a narrative the Proposer must:

- a) describe how it manages, reports, and negotiates rebates, discounts, and credits.
- b) provide an estimate of rebates, discounts, and credits the SFA should receive in the first year of its contract if Proposer won the contract based on estimates provided.
- c) describe what differentiates your company from other Proposers in terms of rebates, discounts, and credits.
- d) describe if rebates, discounts, and credits funds are audited by an independent auditing organization to insure they are paid in accordance with your company's contracts and accordance with applicable federal and state requirements.

Compliance with 7 CFR § 210.21 Cost Reimbursable Contracts

Selected Vendor must be able to comply with 7 CFR § 210.21 Procurement. (f) Cost reimbursable contracts, which states the following:

(1) *Required provisions.* The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor 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 school food authority;

(ii) (A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (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

(B) 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;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority 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 State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

SECTION 5: PRODUCT REQUIREMENTS

General Requirements: All products shall conform to the minimum requirements of federal and state regulations. These requirements include, but are not limited to cleanliness, safety, weights, fill of containers, drained weights, and contamination.

1. All food products proposed by Proposer and supplied by selected Vendor will comply with standards of identity, quality, and fill and drained weights as described in relevant federal and state regulations.
2. All foods, especially temperature controlled foods, will be handled according the latest with federal and state food codes that govern the products.
3. With respect to any products which are misrepresented, the supplier whose name and address appears on the package is the responsible party. Selected Vendor is expected to take immediate action to correct any situation in which product integrity is violated.
4. In the case of quality disputes, the manufacturer may be required to provide an independent or third party laboratory analysis to justify the grade.
5. Random sampling and testing of products may be performed by the SFA. Should any product fail to meet specification, quality, or condition as awarded, the SFA will require the selected Vendor to remove any such products from all SFA locations, provide full credit for the total value of removed product, and reimburse the SFA for any cost.
6. If product origin is not listed on the case or broken cases, selected Vendor will be required to provide country of origin when the SFA requests the information.

Nutrition Standards in the National School Lunch and School Breakfast Programs: All products shall conform to NSLP, SBP, and other federal and state regulated nutritional programs (including new meal patterns) in which the SFA participates.

Farm to School Support: Proposers are encouraged to provide a brief description of their support efforts in regard to Farm to School Initiatives.

Product Data Sheets: The SFA requires Product Data Sheets for all food products that do not have a Standards of Identity. Product Data Sheets must be compiled into a book or in an electronic medium and given to the SFA by selected Vendor by September 1 of each SY. The SFA will choose the appropriate medium and may choose to receive both the paper and electronic form. **Failure to provide required Product Data Sheets or approve equivalent may be grounds for termination of the contract.**

Ordering Procedures:

- Orders will be placed by Friday 12:00 noon, for a delivery to all school locations for the following week. The SFA's representative must be able to call the vendor until 3:00pm on the school day prior to delivery to add or cut from the next day's delivery.
- The Prime Vendor shall provide software necessary for direct electronic order entry from the Food and Nutrition Services Office. The successful vendor will ensure that its software will interface with (receive an exported file) the SFA's ordering and inventory system (PrimeroEdge). The successful vendor's account representative will be able receive orders via email in the event the electronic order entry is not working. Telephone or fax will be considered only as an emergency alternative.
- Ordering shall be in full-case quantities whenever possible. Broken case orders will be kept to the minimum.
- Selected Prime Vendor may be required to provide assistance to SFA to set-up and utilize existing technology by providing computer software and training for on-line account management at no additional cost to the SFA.
- Every effort must be made to implement efficient use of current computer technology and Internet capabilities for purchasing.
- Sales to any individuals (non-SFA) using the awarded contract are strictly prohibited.
- Sales to SFA's sponsored groups using the awarded contract may be authorized only by the SFA.

Substitutions: All substitution requires the prior approval of the SFA. If selected Vendor 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 received.

Delivery Charges: The contract will be awarded to only one vendor. No minimum delivery charges will be added. The District will do everything possible to purchase in quantities to meet minimum delivery demands. There shall be no extra charge for any deliveries made outside the specified delivery schedule.

Discounts: Quantity discounts and delivery terms will be considered in awarding a contract.

Delivery Terms: Deliveries to be F. O. B. stated locations and at defined times. One monthly statement is to be sent to Blue Springs School District Food and Nutrition Services, 5395 W 40 HWY, Blue Springs MO 64015.

Damaged Product: The SFA has no obligation to accept damaged or sub-standard shipments. The SFA reserves the right to return, at the vendor's expense, product and merchandise even though the damage was not apparent or discovered until after the receipt of the items. Any such returned product or merchandise will result in credit for the product and will be noted on the daily delivery slip (or a credit memo will be issued).

SECTION 6: STANDARD TERMS AND CONDITIONS

Terms and Conditions: Selected Vendor must be fully acquainted with terms and conditions relating to the scope and restrictions involved in the execution of the work as described in the solicitation. Failure or omission of selected Vendor to be familiar with existing conditions shall in no way relieve the company of obligation with respect to this solicitation.

Reservation of Rights: The SFA expressly reserves the following:

1. The right to reject all proposals.
2. The right to reject any part of the proposal not meeting the specifications set forth herein.
3. The right to waive any irregularities and technicalities and, at its sole discretion, may request a clarification or other information to evaluate any or all proposals.
4. The right to re-award the solicitation to another Proposer in the event the Proposer to whom a contract is awarded defaults in executing the formal agreement.
5. The right to accept or reject any and all portions thereof, select the next most responsive proposal, or if necessary issue a new solicitation or take other action as the SFA deems appropriate in the best interests of the SFA.

Proposer has the right to withdraw its proposal if SFA changes the type of award as described herein.

Payment Method: Payment will be made directly to a selected Vendor within 30 days of invoice.

Proposer may provide incentives for early payment of invoices. These incentives will not be considered in the evaluation of the proposal but will be noted in the awarded contract.

Invoicing: The selected Vendor must provide a duplicate delivery invoice at each delivery showing the quantity of products delivered. This invoice must be signed and dated by the food service manager receiving the products at each delivery.

Taxes: Price quoted shall not include state and federal taxes from which the SFA is exempt. The necessary exemption certificate will be furnished by the SFA upon the Proposer's request.

Recordkeeping: Any and all documents, books, records, invoices, and/or quotations of SFA's purchases shall be made available, upon demand, in an easily accessible manner for a period of at least three (3) years from the end of the contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination,

excerpts and transcriptions by the SFA, state, and federal representatives and auditors in accordance with federal regulations. Selected Vendor must ensure any such records held by a subcontractor are likewise subject to these provisions.

Access to Records: Access shall be granted by selected Vendor to the SFA, State Agency, USDA, Comptroller General of the United States, or any other duly authorized entity or any of their duly authorized representatives to any books, documents, papers, and records of selected Vendor, which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions. The SFA may conduct audits to validate costs and compliance with agreement terms and conditions.

Buy American: The SFA by participating in the federal school meal programs is required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity produced in the U.S. and a food product processed in the U.S. substantially (at least 51 percent) using agricultural commodities which are produced in the U.S. (7CFR210.21, 220.16). **Selected Vendor shall notify SFA in advance of delivery of any product not compliant with this requirement. Product(s) delivered to the SFA which are not compliant with this requirement will be returned and invoice(s) for those items will not be paid.**

Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded: Proposer certifies (See attachment: "SUSPENSION AND DEBARMENT CERTIFICATION") neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Selected Vendor should consult Executive Orders 12549 and 12689. For additional information, selected Vendor should check <https://www.epls.gov/>, a public service site by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties which are excluded from receiving federal contracts, certain subcontracts, and certain federal financial and nonfinancial assistance and benefit.

Lobbying: Proposer must certify (See attachment: "LOBBYING CERTIFICATION" and attachment "DISCLOSURE OF LOBBYING ACTIVITIES") no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal agency or Congress with respect to the awarding of a federal contract, or in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

State and Federally Required Contractual Provisions: Selected Vendor must have obtained, and will continue to maintain during the entire term of the awarded contract, all permits, approvals or licenses necessary for lawful performance of its obligations under the awarded contract. In addition, selected Vendor is responsible to abide by all applicable federal and state laws and policies of the DPI, as applicable, when providing services under the awarded contract, including but not limited to:

1. **Equal Employment Opportunity** – Selected Vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
2. **Labor and Civil Rights Laws** – Selected Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with selected Vendor's performance of work under the awarded contract, selected Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Selected Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

3. **Duty to Protect** – Selected Vendor shall not knowingly send any employee, agent or subcontractor personnel who is a registered sex offender or who has been convicted of sexual abuse to SFA’s location, building, or SFA’s property when students are attending school or a school related activity.
4. **Smoking** – Selected Vendor shall comply with all prohibitions on smoking in SFA facilities and grounds pursuant to applicable federal, state, and local laws or policies.
5. **Unauthorized Workers** – The employment of unauthorized workers by selected Vendor is considered a violation of federal and state law. If selected Vendor knowingly employs unauthorized workers, such a violation shall be cause for termination of the awarded contract.
6. **Clean Air Act and Energy Policy and Conservation Act** – Selected Vendor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Selected Vendor shall report all violations to the SFA and to the relevant federal or state agency as appropriate.

Insurance: Selected Vendor shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance and Property Damage Insurance, Workers Compensation Insurance, Employer’s Liability Insurance, and Automobile Liability Insurance. Selected Vendor shall have a policy endorsement covering personal property of others. Should any required insurance be cancelled before the expiration date, the issuing company will mail 30-days written notice to the SFA. Selected Vendor shall provide a statement of certificates of insurance from issuing company or their authorized agent with the proposal. Selected Vendor shall meet the statutory requirements of the State of Missouri for worker’s compensation coverage and employer’s liability insurance.

Property Damage Liability: Selected Vendor shall maintain insurance covering all owned, non-owned, and hired vehicles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Proof of insurance may be requested.

Comprehensive General Liability: Selected Vendor shall maintain Comprehensive General Liability insurance that shall protect selected Vendor and SFA from claims of bodily injury or property damage which arise from performance under the awarded contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Proof of insurance may be requested.

Food Laws: Selected Vendor shall operate in accordance with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. SFA may inspect selected Vendor’s facilities and vehicles. Selected Vendor must have documented their company’s compliance with Good Agricultural Practices (GAPs), Standard Operating Procedures (SOPs), Sanitary Standard Operating Procedures (SSOPs), and Good Management Practices (GMPs) for farm and field operations, packing facilities, cold storage operations, produce shippers, and their distribution facilities, if appropriate.

Food Recall: Selected 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. Proposer shall 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. Selected Vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

Biosecurity: Proposer must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, Food and Drug Administration, and under the USDA, Food Safety and Inspection Service. Please include policy in proposal.

SECTION 7: EVALUATION OF PROPOSALS

Evaluation: Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. The SFA evaluation team will review the proposals using the evaluation criteria found in this solicitation. In addition, the evaluation team will conduct a pre-award audit, and check references.

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.
3. Samples for testing may be billed to the party conducting the test, if required.

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

PRODUCT SAMPLES CRITERIA AND SCORE	
Criteria	Maximum Score
<i>Mandatory Requirements</i>	
Completed and signed Attachment B: PRIME VENDOR PRICING FORM	Mandatory
Completed Attachment C: PROPOSER CONTACT INFORMATION and PROPOSER REFERENCE LIST	Mandatory
Completed and signed Attachment D: INDEPENDENT PRICE DETERMINATION CERTIFICATE	
Completed and signed Attachment E: SUSPENSION AND DEBARMENT CERTIFICATION	Mandatory
Completed and signed Attachment F: LOBBYING CERTIFICATION, and if applicable Attachment G: DISCLOSURE OF LOBBYING ACTIVITIES	Mandatory
Qualified Product	Mandatory
Packaging and Product Identification	Mandatory
Emergency Product Substitutions and Out of Stock Items	Mandatory
Non-Delivery Penalty	Mandatory
Online Ordering Compatibility	Mandatory
Delivery Conditions	Mandatory
<i>Technical Evaluation Criteria</i>	
Product Requirements	20 points
References	5 points
Mandatory Questions/Value Added	20 points
<i>Pricing Evaluation Criteria</i>	
Total Extended Costs	55 points
Total Possible Score	100 points

Mandatory Requirements: Complete proper attachments/forms. Any deviations from the mandatory requirements must be included in the Deviations Section of this request.

Technical Evaluation Criteria

Product Requirements: It must be clearly evident to the SFA that a potential Prime Vendor is capable of meeting all items on the list of Product Requirements and Standard Terms and Conditions as outlined on pages 12-15.

References: List a minimum of (3) three references from current school district customers where similar services are provided. Include name of school district, contact name, phone number, number of year's served and general description of the scoop of the service you provided.

Delivery Schedule: Vendor must be able to guarantee at least 98% fill rate on all deliveries made to each school. In addition, all shortages deemed necessary to meet the menu demands of the program must be re-delivered. Prime Vendor must meet the Delivery Requirements listed in this RFP.

Mandatory Questions/Value Added:

- Briefly describe your company's history, number of years in business, how long you have operated in the Kansas City metropolitan area and the structure for those that will be involved in servicing our account. Provide a resume and qualifications for the account representative that would be assigned to our district.

- Provide an overview of your experience in servicing school districts of similar size. We would also be interested to know your experience in servicing school districts in the Kansas City metropolitan area.

Value Added

- What benefit do you feel you can offer the SFA that is unique compared to the competition?

- Please provide additional information on services offered or not called out in the RFP.

Total Extended Costs: Prime Vendor Pricing Form must be submitted with all items bid. Total cost of Prime Vendor Pricing Form.

It must be clearly evident to the SFA that a bidder is capable of delivering promptly all items on the bid list and acquiring, on short notice, any peripheral items, which are required. The winning vendor and the SFA will work to create a complete list of product specifications that we will utilize starting July 2021.

SECTION 8: AWARD AND POST AWARD INFORMATION

Opening: Sealed bids must be received by 1:00 on May 3, 2021. *Only the names of Proposers will be read aloud at the proposal opening date and time.*

Award: Contract will be awarded to the most responsive and responsible Proposer scoring the greatest number or points based on criteria described in this solicitation.

Type of Contract: A fixed price (including all handling charges) per product will be awarded as a result of this solicitation.

Method of Award: Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. The SFA evaluation committee will review the proposals using the evaluation criteria set forth in this solicitation. In addition, the SFA may conduct a pre-award audit, and check references.

Contract Maintenance: The SFA will communicate with selected Vendor, if necessary, to discuss product shortages, delivery times, product quality including other options, billing issues, special orders, and other Vendor issues.

Reporting: Monthly usage reports are to be provided to the SFA within the first week of the following month.

Mutual Agreement Termination: With mutual agreement of both parties to the awarded contract, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed upon date before the end of the contract period without penalty to either party.

Non-Performance of Contract and Termination: Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:

- a) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
- b) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

Termination for Convenience: The SFA may terminate the awarded contract prior to the expiration of the term, without cause and without penalty, upon thirty (30) days written notice to the selected Vendor.

Final Payments: Upon any termination of the awarded contract, the SFA will pay for all earned amounts to include a pro-rata portion of monthly amounts for products or services completed up to the effective date of termination. The selected Vendor shall submit all required reports and other information.

SFA Profile

Blue Springs R-IV School District

Billing Address:	Ordering Contact	Billing Contact
Blue Springs School District	Leah Anne Luethje	Deena Knabe
Buildings and Grounds Center		
5395 W 40 HWY, Blue Springs, MO 64015		
SFA Name	Blue Springs R-IV School District	
Billing Address	5395 W 40 HWY, Blue Springs, MO	
Telephone	(816) 874-3388	
Contact Name	Brian Harris	
Site Type	Warehouse and Dock Sites	
Estimated Annual Purchases under Proposed Contract	\$275,000	
Delivery Address	Please see locations	
Delivery Type	In House	
Delivery Frequency	1 x Per Week with secondary option	
Delivery Days	Main (Tuesday) and Secondary (Thursday)	
Delivery Times	6:00 am – 11:00 am CST	
Enrollment	14800	
Average Breakfast	2600	
Average Lunch	7000	
Average Snack	400	

- Please see calendar on following page.
- Summer Calendar determined annually.

August 2021						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

7

September 2021						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

21
19

October 2021						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

19

December 2021						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

15
17

January 2022						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2022						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

19

March 2022						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

18
19

April 2022						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Special Days:						
PD Days – Aug 16-20						
First Day of School – Aug 23						
PD Days – Oct. 28 and 29						
Thanksgiving – Nov. 24- Nov. 26						
Christmas Break – Dec 22-Jan 4						
PD Day – Jan 4 and 5						
Students Return – January 6						
Spring Break – March 14-18						
Easter Break – April 15						
PD Day – April 18						
Last Day – May 25						

Holidays:						
September 6 – Labor Day						
November 25 – Thanksgiving						
December 25 – Christmas						
January 1 – New Year's Day						
January 3 – New Year's Day (Observed)						
January 17 – Martin Luther King Day						
February 21 – Presidents' Day						
May 30 – Memorial Day						
10 PD Days						
1st Sem – 81 Days; 2nd Sem – 91 Days						
Student Days – 172; Staff Days – 182						

VENDOR PRICING FORM

PROPOSERS, complete, sign, and return this VENDOR PRICING FORM along with the "PROPOSER CONTACT INFORMATION" to:

Blue Springs School District
1801 NW Vesper
Blue Springs, MO 64015

Completed proposal must be submitted no later than: May 3, 2021 pm by 1:00 P.M. CST
Proposer's failure to execute/sign proposal prior to submittal may render proposal non-responsive.

VENDOR PRICING FORM							
Attachment B							
Item No.	Estimated Quantity	Units	Description	Case Price	Number of Units Per Case	Unit Price	Extended Total Cost
1.	400	138 Ct.	Apples-Red Delicious				
2.	1100	150Ct./40#	Bananas-Petite				
3.	500	138 Ct.	Oranges-Navel				
4.	1130	150Ct./19#	Grapes Red Seedless Lunch Bunch				
5.	80	4/5#	Celery Sticks-Trimmed				
6.	800	8 Ct.	Pineapple				
7.	1500	100 Ct.	Apple Wedges-Individual 2 oz. packages				
8.	80	12 Ct.	Cantaloupe				
9.	50	6 Ct.	Watermelon				
10.	40	100 Ct.	Bartlett Pears				
11.	50	8/1#	Strawberries				
12.	1000	6/2#	Chopped Romaine Lettuce				
13.	700	4/5#	Carrots-Baby				
14.	100	150 Ct.	Carrots-Mini-Individual 2 Oz.				
15.	470	4/3#	Broccoli Florets				
16.	150	2/3#	Cauliflower				
17.	400	24 Ct.	Cucumbers				
18.	170	25#	Green Peppers-Medium				
19.	35	25#	Red Onion-Large				
20.	75	15#	Red Peppers				
21.	80	4/5#	Shredded Lettuce				
22.	300	4/2.5#	Spinach-Flat, Cleaned & Picked				
23.	125	20#	Tomato 4x5				
24.	550	12/1pints	Grape Tomato				
Total Extended Cost							\$

Organization Name (print): _____
Name and Title of Authorized Representative (print): _____
Address _____ City: _____ State _____ ZIP _____

I certify by my signature below that the PRICES quoted in this proposal are correct and that the proposal conforms to all specifications and requirements outlined in the solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the solicitation and the company's proposal documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Proposer and the SFA.

The undersigned hereby offers to provide products as specified in this proposal for the period starting _____ and ending _____.

I understand that the SFA reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of thirty (30) days from the time of opening of the proposal.

Signature (of authorized representative): _____ Date: _____
Print Name: _____
Title: _____

NOTE: Accepting a Proposer's proposal does not constitute award of the contract.

PROPOSER CONTACT INFORMATION

Proposer Name: _____
Contact Person for Orders: _____
Office Phone: _____
Cell Phone: _____
Fax: _____
E-mail: _____

Emergency Contact Person for After/Before Hours _____
Office Phone: _____
Cell Phone: _____
Fax: _____
E-mail: _____

Contact Person: Product Information (ingredient listings and nutrient analysis)

Office Phone: _____
Cell Phone: _____
Fax: _____
E-mail: _____

Contact Person: Billing Questions, Credits, Damaged or Incorrect Products

Office Phone: _____
Cell Phone: _____
Fax: _____
E-mail: _____

PROPOSER REFERENCE LIST

Reference One – Company Name: _____
Contact Person: _____
Office Phone: _____
E-mail: _____

Reference Two – Company Name: _____
Contact Person: _____
Office Phone: _____
E-mail: _____

Reference Three – Company Name: _____
Contact Person: _____
Office Phone: _____
E-mail: _____

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Both the School Food Authority (SFA) and the Vendor (Proposer) shall execute this Independent Price Determination Certificate.

Name of Vendor

Name of School Food Authority

- A. By submission of this offer, the Proposer certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
 - 1. The prices in this offer 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 Proposer or with any competitor.
 - 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Proposer and will not knowingly be disclosed by the Proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Proposer for the purpose of restricting competition.
 - 3. No attempt has been made or will be made by the Proposer to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

- B. Each person signing this offer on behalf of the Proposer certifies that:
 - 1. He or she is the person in the Proposer’s organization responsible in the organization for the decision as to the prices being 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 Proposer’s organization responsible in 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 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 or 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 Proposer’s proposal does not constitute award of the contract.

SUSPENSION AND DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Lower-Tier Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §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 USDA agency with which this transaction originated.

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

Organization Name

Proposal Reference/Award Number or Project Name

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

Signatures: _____

Date: _____

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower-tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *bid/proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – 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 principles. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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.

LOBBYING CERTIFICATION**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts exceeding \$100,000 in federal funds**

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, or an employee of a Member of Congress in connection with 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 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 subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

STANDARD FORM -LLL

APPROVED BY OMB

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT
TO 31 U.S.C. 1352
(SEE NEXT PAGE FOR PUBLIC 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: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number: (if known)			9. Award Amount: (if known)		
10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI)			10. b. Individual Performing Services: (including address if different from No. 10 a) (Last name, first name, MI)		
11. Amount of Payment: (check all that apply) \$ _____ Actual <input type="checkbox"/> Planned <input type="checkbox"/>			13. Type of Payment: (check all that apply) <input type="checkbox"/> A. Retainer <input type="checkbox"/> B. One-Time Fee <input type="checkbox"/> C. Commission <input type="checkbox"/> D. Contingency Fee <input type="checkbox"/> E. Deferred <input type="checkbox"/> F. Other: (specify) _____		
12. Form of Payment: (check all that apply) <input type="checkbox"/> A. Cash Nature _____ <input type="checkbox"/> B. In-kind (specify) Value _____					
14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11. (Attach Continuation Sheets if necessary)					
15. Continuation Sheets Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>					
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone Number: _____ Date: _____		
Federal Use Only (Authorized for Local Reproduction)					

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

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 in 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. Use a Continuation Sheet for additional information if the space on the form is inadequate. 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 (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up 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 action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first 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 know. 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 Item 5.
10.
 - a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
 - b. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
15. Check whether Continuation Sheets are enclosed.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching 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 collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.