**Wisconsin Department of Public Instruction**

**Solicitation Template for Developing Competitive Solicitations, Procurement Policies, and Procedures**

The Wisconsin Department of Public Instruction (DPI) does not endorse nor does it guarantee the use of information and/or language contained in this template. This template is meant to be utilized as a starting point to help a School Food Authority (SFA) develop an understanding of what goes into a solicitation document for procurement the services of a Prime Vendor which act as the primary suppliers of products and services purchased by the SFA. This template is intended to be used for educational purposes only and is not intended to be as a final product for soliciting pricing for products from Prime Vendors. SFAs will still need to develop their own solicitation that is representative of their own unique purchasing requirements. Information in this template has been gathered from multiple sources and is not the sole product of DPI. This information may be used to assist SFAs in the development of procurement documents and solicitations. Furthermore, SFAs should use this document as an educational tool to develop internal procurement processes and procedures to help design and solicit proposals for evaluation and awarding of a contract. This document is not meant to supplement a SFA’s legal and/or procurement department’s policies and procedures. SFAs should read each section carefully and thoroughly. SFAs should always seek and obtain professional guidance and consultation from a legal practitioner before sending out a solicitation, or entering into any type of contact.

**Every SFA must develop and have written policies and procedures that:**

* promotes open and full competition;
* documents the SFA’s rationale of the evaluation and selection process;
* documents the SFA’s selection procedures for each procurement method; and
* documents the SFA’s awarding of contract to a process that was both responsive and responsible.

**Advice of Counsel**. When awarding the Prime Vendor Agreement, each party acknowledges that, in executing the agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this agreement. **Wisconsin DPI is not a party to any contractual relationship between a SFA and a Prime Vendor**. DPI is not obligated, liable, or responsible for any action or inaction taken by a SFA or Prime Vendor based on this Request for Proposal (RFP) template. DPI’s review of the RFP is limited to assuring compliance with federal and state procurement requirements. DPI does not review or judge the fairness, advisability, efficiency, or fiscal implications of the RFP or vendor agreement.

**Request for proposal (rfp)**

**For PRIME VENDORs**

**Proposal Reference (PR) number: \_\_\_\_\_\_\_\_\_\_**

**Date of request: \_\_\_\_\_\_\_\_\_\_**

**Completed proposal must be submitted no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_:\_\_\_ P.M. CST**

**Proposal issued by:**

**SFA Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Street: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City/State/Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contact Person Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contact Person Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contact Person Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Please read SOLICITATION carefully!**

***(Cover Page)***

**Request For Proposal (RFP) For PRIME VENDORs**

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**Section 1: PROCEDURAL AND SUBMISSION REQUIREMENTS**

**Description:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*school name*) herein referred to as “School Food Authority” or “SFA” requests proposals in response to this solicitation for the services of a Prime Vendor. “Prime Vendor” also known as a distributor or a commercial food purveyor, who purchases, receives and/or stores commercial food products, related food service goods, and handling of USDA Foods such as brown box and finished end products. The Prime Vendor in turn, sells, delivers, and bills the SFA for the goods and/or services provided. A “Proposer” is a Prime Vendor responding to the RFP with a proposal.

This solicitation is issued with the intent to procure products and related services of a Prime Vendor 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 purchases through one Proposer acting as a Prime Vendor which will agree to provide all products and services specified in this RFP with the exception of products listed below.

The following products are primarily excluded from purchase from the awarded contract:

1. *Example: bread, milk, chemicals, paper, and plastics goods*
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The SFA will select a winning proposal based on conditions and requirements contained herein to award the contract for the school year (SY) \_\_\_\_\_\_\_\_\_\_ , beginning on \_\_\_\_\_\_\_\_\_\_\_\_ (*contract beginning date*) and ending \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*contract ending date*). This awarded contract will have the option for four (4) - one (1) year contract renewals.

**Proposal Deadline: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_:\_\_\_ 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:

SFA Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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:**

SFA Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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. Sealed proposals must be mailed to the following address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. It is the responsibility of the Proposer to confirm and ensure the sealed 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 PRIME 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 |  |
| Last date to submit written questions |  |
| Release of responses to written questions in the form of an addendum. Addendum will be sent to those Prime Vendors that requested a copy of the solicitation. |  |
| Due date for sealed proposals and location | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_:\_\_\_ P.M. CST  SFA Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  SFA Address:  Street: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  City/State/Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contact Person Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contact Person Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contact Person Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Review for conformance of mandatory requirements |  |
| Proposal evaluation period |  |
| Notice of intent to award | On or about \_\_\_\_\_\_\_\_\_ |
| Awarded contract approval | Board meeting following the Notice of Intent to Award |
| Award of Prime Vendor agreement |  |
| Prime Vendor start date |  |

**Product List:** Product list is attached hereto as “PRIME VENDOR PRICING FORM”. Proposers are required to submit pricing for all products listed. Proposers will need to complete, sign, and return this “PRIME 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 Prime 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 Prime 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.

**Prime Vendor Agreement**: Selected Prime 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 Prime 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. 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 Prime Vendor. Renewal shall be based on customer satisfaction with products, service, and price.

**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 \_\_\_\_\_\_\_\_\_ (*contact person*), in writing, at \_\_\_\_\_\_\_\_\_ (*contact person’s email*), 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 address at or before scheduled time listed below.

Locations (*Addresses*): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Prime 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 Prime Vendor, the SFA, after due notice, may procure the necessary supplies from other sources and hold selected Prime 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 Wisconsin Department of Public Instruction (DPI). The 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 \_\_\_\_\_\_\_\_\_\_\_\_\_ (*name and title of key contact personnel involved in the negotiations related to this RFP*). 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 with the exception of quantities which have been projected higher due to concern about availability of USDA Foods and/or new meal pattern requirements. The SFA will not guarantee any minimum utilization or compensation to be paid to a Proposer.

**Competitive Pricing:** The pricing is for the SY. Proposer must complete the “PRIME 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 fixed priced. Pricing submitted for all products will be F.O.B. destination, \_\_\_\_\_\_\_\_\_\_\_\_ (*select one: tailgate; (to the end of the truck), in-house; (in the door) or full-service*). 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). Bid will also need to include the per case costs for delivery of USDA Foods.

**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 Prime 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 Prime 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 will be performed by the SFA. Should any product fail to meet specification, quality, or condition as awarded, the SFA will require the selected Prime 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 Prime 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. Selected Prime Vendor will need to work with the SFA to achieve compliance with changes to program standards as they relate to products and services provided by the selected Prime Vendor to the SFA.

**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 Prime Vendor by \_\_\_\_\_\_\_\_\_\_ (*date*) 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.**

**Material Safety Data Sheets (MSDS):** The SFA requires MSDS for all chemicals. As required by the SFA, MSDS must be compiled by selected Prime Vendor into a book at the SFA’s location or in an electronic medium by \_\_\_\_\_\_\_\_\_\_ (*provide date this needs to be completed*) of each SY. The SFA will choose the appropriate medium and may choose to receive both the paper and electronic form. **Failure to provide MSDS may be grounds for termination of the contract.**

**Ordering Procedures:**

* The SFA prefers an on-line ordering process.
* If possible, selected Prime Vendor must block non-proposed products from electronic ordering systems available to the SFA.
* Ordering shall be in full-case quantities whenever possible. Broken case orders will be kept to the minimum.
* Orders will be transmitted electronically or by fax as mutually agreed upon by selected Prime Vendor and the SFA.
* 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.
* Every effort must be made to implement efficient use of current computer technology and Internet capabilities for purchasing.
* Selected Prime Vendor will train selected SFA staff on use of system at no additional cost to the SFA.
* 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 Prime 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.

**Section 6: Standard Terms and Conditions**

**Terms and Conditions:** Selected Prime 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 Prime 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 Prime 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 Prime 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 Prime 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 Prime 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 Prime 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.

**Inspection of Public Records:** All information received from selected Prime Vendor shall be subject to inspection once the contract is awarded under Wisconsin Public Records Law (Wis. Stat. §§ 19.31 - 19.39).

**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 Prime 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 Prime Vendor should consult Executive Orders 12549 and 12689. For additional information, selected Prime 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 Prime 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 Prime 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 Prime 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 Prime Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with selected Prime Vendor’s performance of work under the awarded contract, selected Prime 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 Prime 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 Prime 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. Selected Prime Vendor shall make periodic criminal history records inquiries as authorized by State of Wisconsin enactment of the Sex Offender Registration and Community Notification Law.
4. **Smoking** – Selected Prime 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 Prime Vendor is considered a violation of federal and state law. If selected Prime 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 Prime 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 Prime Vendor shall report all violations to the SFA and to the relevant federal or state agency as appropriate.
7. **Recovered Materials**: To the maximum extent practicable, the Selected Prime Vendor will comply with 2 CFR §200.322, Procurement of Recovered Materials, which states the SFA and Selected Prime Vendor in performance of the Awarded Contract must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
8. The Selected Prime Vendor shall comply with 2 CFR §200.321 contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Compliance with this regulation requires Selected Prime Vendor and SFA to do the following with contracting:
9. The Selected Prime Vendor and SFA must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
10. Affirmative steps must include:
11. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
12. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
13. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
14. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
15. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
16. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**Insurance:** Selected Prime 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 Prime 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 Prime Vendor shall provide a statement of certificates of insurance from issuing company or their authorized agent with the proposal. Selected Prime Vendor shall meet the statutory requirements of the State of Wisconsin for worker’s compensation coverage and employer’s liability insurance.

**Property Damage Liability**: Selected Prime 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.

**Comprehensive General Liability**: Selected Prime Vendor shall maintain Comprehensive General Liability insurance that shall protect selected Prime 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.

**Food Laws:** Selected Prime 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 Prime Vendor’s facilities and vehicles. Selected Prime 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 Prime 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 Prime 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.

**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).

|  |  |
| --- | --- |
| **Criteria** | **Maximum Score** |
| ***Mandatory Requirements*** | |
| 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 |  |
| Completed and signed Attachment F: LOBBYING CERTIFICATION,  and if applicable Attachment G: DISCLOSURE OF LOBBYING ACTIVITIES |  |
| Qualified Product | Mandatory |
| Packaging and Product Identification | Mandatory |
| Emergency Product Substitutions and Out of Stock Items | Mandatory |
| Non-Delivery Penalty | Mandatory |
| Delivery Conditions | Mandatory |
| ***Technical Evaluation Criteria*** | |
| Implementation and Account Representation | 5 points |
| References | 5 points |
| Product Availability and Online Ordering | 5 points |
| Delivery Schedule | 10 points |
| Narratives | 5 points |
| Invoice/Payment | 10 points |
| ***Pricing Evaluation Criteria*** | |
| Total Extended Costs (including handling charges) | 60 points |
| **Total Possible Score** | **100 points** |

**Section 8: Award and Post Award Information**

**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.

**Proposal Protest Procedures:** If any Proposer who submitted a proposal has an objection to the award of the contract to the apparent Proposer with the lowest costs, the objecting Proposer shall furnish that protest, in writing, to the SFA within two (2) business days of the date of the Proposer notification of an awarded contract. The protest shall describe in detail the basis for the protest, and shall request a determination under this section. If a protest is filed in a timely fashion, the SFA will review the basis for the protest and relevant facts under such terms and conditions, as the SFA considers proper. Upon completion of the review, the SFA shall submit its findings and recommendations to the SFA’s board members who shall then review the matter under such terms and conditions, as deemed proper. Upon receipt of authority to act from the SFA’s board members, the SFA will notify those Proposers involved of its decision. The decision shall be final and binding on the objecting Proposer.

**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 Prime Vendor, if necessary, to discuss product shortages, delivery times, product quality including other options, billing issues, special orders, and other Prime 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:

1. at least thirty (30) days written notice (delivered by certified mail, return receipt requested ) of intent to terminate, and
2. 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 aFFs 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 Prime 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 Prime Vendor shall submit all required reports and other information.

Attachment A

**SFA PROFILE**

>>>>>SFA name <<<<<

SFA Billing Address: Contact Person for Ordering: Contact Person for Billing questions:

>>>>>SFA name <<<<< >>>>>Contact person <<<<< >>>>>Contact person <<<<<

>>>>>SFA’s address <<<<<

|  |  |
| --- | --- |
| SFA Name  Address (Billing?)  Telephone  Contact Name | >>>>>SFA name <<<<<  >>>>>SFA’s address <<<<<  >>>>>Phone number and other contact information <<<<<  >>>>>Contact person <<<<< |
| Site Type# | Example: *Warehouse, Onsite Prep, Satellite* |
| Estimated Annual Purchases under Proposal Contract | >>>>>Delivery address and other contact information if different from above <<<<< |
| Delivery Address | >>>>>Delivery address and other contact information if different from above <<<<< |
| Delivery Concerns |  |
| Delivery Type | Example: *Tailgate; (to the end of the truck),*  *in-house; (in the door) or full-service* |
| Delivery Frequency | Example: *3 Times/Week; 8:00 AM – 11:00 AM; 1:00 PM – 2:30 PM* |
| Enrollment |  |
| Average Breakfast |  |
| Average Lunch |  |
| Average Snack |  |
| Summer Program |  |
| Delivery Days | Example: *Once a week* |
| Delivery Times | Example: *5:30 – 1:30; Will NOT accept deliveries between 6:45 -7:15; 10:15-10:30; around 12:30* |
| **USDA Foods Usage Profile** | |
| **USDA Foods Type** | **Estimated Annual Cases** |
| Dry |  |
| Frozen/Refrigerated |  |

**SCHOOL CALENDAR**: School Calendar to be inserted here by SFA.

**HOLIDAY SCHEDULE**: Holiday Schedule to be inserted here by SFA.

# 

Attachment B

**PRIME VENDOR PRICING FORM**

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

SFA Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Completed proposal must be submitted no later than: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_:\_\_\_ P.M. CST

Proposer’s failure to execute/sign proposal prior to submittal may render proposal non-responsive.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Item No. | Estimated Quantity and Units | Description | Manufacture Number | Case Price | Number of Units Per Case | Unit Price | Extended Total Cost |
| 1. |  |  |  |  |  |  |  |
| 2. |  |  |  |  |  |  |  |
| 3. |  |  |  |  |  |  |  |
| 4. |  |  |  |  |  |  |  |
| 5. |  |  |  |  |  |  |  |
| 6**.** |  |  |  |  |  |  |  |
| 7. |  |  |  |  |  |  |  |
| 8. |  |  |  |  |  |  |  |
| 9. |  |  |  |  |  |  |  |
| 10. |  |  |  |  |  |  |  |
| 11. |  |  |  |  |  |  |  |
| 12. |  |  |  |  |  |  |  |
| 13. |  |  |  |  |  |  |  |
| 14. |  |  |  |  |  |  |  |
| 15. |  |  |  |  |  |  |  |
| (*SFA may need to use a excel spread sheet if you are requesting pricing for more than 15 products*) Total Extended Cost: | | | | | | | $ |

Per case cost for delivery of USDA Foods: $\_\_\_\_\_\_\_\_\_\_\_\_\_ per case

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.***

Attachment C

**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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attachment D

# **INDEPENDENT PRICE DETERMINATION CERTIFICATE**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Prime Vendor Name of School Food Authority

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:

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.

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.

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.

Each person signing this offer on behalf of the Proposer certifies that:

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

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 Prime Vendor’s Title Date

Authorized Representative

**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 Title Date

Authorized Representative

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

Attachment E

# **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, w*ithout 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.

Attachment F

# **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 and 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

# Attachment G

# 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**  □ A. Contract  □ B. Grant  □ C. Cooperative Agreement  □ D. Loan  □ E. Loan Guarantee  □ F. Loan Insurance | 2**. Status of Federal Action**  □ A. Bid/Offer/Application  □ B. Initial Award  □ C. Post award | | 1. **Report Type**   □ A. Initial Filing  □ B. Material Change  **For Material Change Only:**  Year: \_\_\_\_\_\_\_\_ Quarter: \_\_\_\_\_\_\_  Date of Last Report: \_\_\_\_\_\_\_\_\_\_\_ |
| 1. **Name and Address of Reporting Entity:**   □Prime □Subawardee  Tier\_\_\_\_\_\_\_\_, if known  Congressional District, if known: \_\_\_\_\_\_\_\_\_ | | 1. **If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**   Congressional District, if known: \_\_\_\_\_\_\_\_\_ | |
| 1. **Federal Department/Agency:** | | 1. **Federal Program Name/Description:**   CFDA Number, if applicable: \_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| 1. **Federal Action Number:** *(if known*) | | 1. **Award Amount:** *(if known***)** | |
| 1. 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)* | |
| 1. **Amount of Payment:** *(check all that apply)*   **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Actual □ Planned □ | | 1. **Type of Payment**: *(check all that apply)*   □ A. Retainer  □ B. One-Time Fee  □ C. Commission  □ D. Contingency Fee  □ E. Deferred  □ F. Other: *(specify)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| 1. **Form of Payment:** *(check all that apply)*   □ A. Cash Nature\_\_\_\_\_\_\_\_\_\_\_\_  □ B. In-kind (specify) Value\_\_\_\_\_\_\_\_\_\_\_\_ | |
| 1. **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) | | | |
| 1. **Continuation Sheets Attached:** Yes □ No □ | | | |
| 1. 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 | | | |

# Attachment G (continued)

# **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 (Item1). 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. 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.
11. 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).
    * 1. 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.
      2. 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.
      3. Check the appropriate box. Check all boxes that apply. If other, specify nature.
      4. 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.
      5. Check whether Continuation Sheets are enclosed.
      6. 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.