



Brad Kramer
Director of Nutrition Services
14001 E. 32nd Street South
Independence, MO 64057
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RFP 2024 NS-03
Nutrition Services Grocery Prime Vendor

Proposal Due:
April 24, 2024
1:00 pm

1. Background

1.1. Notice

- 1.1.1. Independence School District (the "District") seeks proposals from qualified firms for Grocery Vendor in a Prime Vendor format through competitive bidding. The District is responsible for managing all contracts awarded. If your firm is interested, please submit the information requested in this Request for Proposal (RFP) to the Independence School District Nutrition Services Department office by 1:00 p.m. Central Standard Time on or before April 24, 2024. All information necessary for the submittal is contained in this RFP. This RFP is also available in an electronic format at: <http://sites.isdschools.org/purchasing/bids-and-rfps>
- 1.1.2. The District is an Affirmative Action-Equal Opportunity Employer that provides Equal Employment Opportunity. Women-owned enterprises and Minority-owned enterprises are encouraged to submit a proposal.
- 1.1.3. All bidders must complete and submit Appendix A. If a proposal is not to be submitted, please fill out the Non-Response Bid Form in Appendix C.

1.2. RFP Schedule

- 1.2.1. Issue RFP: March 13, 2024
- 1.2.2. Deadline to supply written questions: April 3, 2024
- 1.2.3. Addendum notification posted with answers to submitted questions: April 5, 2024
- 1.2.4. Bids due: April 24, 2024 by 1:00 p.m.
- 1.2.5. Bid Acceptance: May 15, 2024

2. Requested Items

2.1. Type of items requested:

- 2.1.1. A resulting agreement is intended to cover items in the following categories: Grocery Vendor in a Prime Vendor format for use in the day-to-day operations of the District's Nutrition Services program. This agreement is intended to cover items in the following categories: dairy (not fluid milk), dry goods, and frozen. It is not intended to cover fresh bakery products, equipment, produce, chemicals or paper.
- 2.1.2. Buy American- All commodities and products must be of domestic origin to the maximum extent practicable, as required by 7CFR Part 210.21 (d).

"Domestic commodity or product" means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (Substantially means over 51% from American products. Therefore, over 51% of the final processed product, by weight or volume, must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume.)

Limited Exceptions:

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing, by the vendor, for prior approval by the district, in advance of delivery.

Exceptions include:

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

Limited exceptions to the Buy American Provision allow for the purchase of products not meeting the "domestic" standard. Before utilizing an exception, alternatives must be considered:

1. Are there other domestic sources for this product?
2. Is there a domestic product that could be easily substituted, if the non-domestic product is less expensive?
3. Am I soliciting bids for this product at the best time of year? If I contracted earlier or later in the season, would prices and/or availability change?

To be considered for the alternative or exception, the request must be submitted in writing to a designated official, in advance of delivery. The request must include the:

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

2.2. Locations:

- 2.2.1. Building location list is provided in Appendix B

2.3. Description of items requested:

- 2.3.1. Requirement and Response section is provided in Appendix D.
- 2.3.2. Items and their specifications are listed for comparison purposes only. Pre-approved "like" substitutes are acceptable for all items.

2.4. Project Schedule

The timeline listed below is the District's estimation of time required to complete the process. All efforts shall be made to abide by the schedule, however, it is subject to change if necessary. More detailed arrangements will be made with the winning bidder.

- 2.4.1. Vendor selection date: May 14, 2024
- 2.4.2. Vendor notification to proceed date: May 15, 2024
- 2.4.3. Contract start, or implementation, date: July 1, 2024

3. Scope of Services

The District operates 30 school-oriented production sites which provide breakfast and lunch to approximately 14,500 students each day. Our schools are open from mid-August through the last week of May. The district does operate on a 4-day instructional week: Monday "off" day with Tuesday-Friday being the primary school days. Additionally, a summer school program is offered during June and July each year that services approximately 5,100 students on the same 4-day instructional week. There is 1 production site that is not school-oriented that does operate 5 days/week. For the term of the Agreement and extensions permitted pursuant to this Request for Proposal, other Missouri school districts or agencies may join Independence School District and be permitted to benefit from this RFP and the fees established hereunder.

3.1. Bid Terms and Conditions:

- 3.1.1. Each bid will be made part of the public record of the District. Therefore, it is necessary that any and all information presented is accurate. If there is a discrepancy between the unit price and extended total, the price most advantageous to the district will prevail.
- 3.1.2. Compliance with 2.1.2 as listed above is imperative and necessary. 100% of items purchased must comply with stipulation that "over 51% of the final processed product consists of agricultural commodities that were grown domestically." For items not meeting this compliance, the product must be noted as such. Two situations may warrant a waiver to permit purchases of foreign food products:
 - 3.1.2.1. The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, and
 - 3.1.2.2. Competitive bids reveal the costs of a U.S. product to be significantly higher than the foreign product.
- 3.1.3. Appendix D- Product Bid Sheet section instructions:
 - 3.1.3.1. For each statement listed, the bidder shall provide an answer in the Response columns A-F.
 - 3.1.3.2. Utilize the week of April 8, 2024 for pricing.
 - 3.1.3.3. Variances in case quantities and weights must be specified in the response section.
 - 3.1.3.4. For each item listed the bidder shall provide:
 - 3.1.3.4.1. Brand name and UPD/MFG number of label or product
 - 3.1.3.4.2. Pack size
 - 3.1.3.4.3. Vendor's cost: Bidder's cost (including freight and discounting all promotional, rebate, and quantity usage discounts) during March 25- April 15, 2024 (without fixed fee). Price to be stated by carton, case, bag, or each. Include copy of invoice supporting price.

- 3.1.3.4.4. Bid price per unit: bidder's fixed fee per case. Refer to "3.3.24." and "3.3.25."
- 3.1.3.4.5. District price per case: Vendors cost plus bid price. (3.1.3.4.3. + 3.4.3.4.4.=3.1.3.4.5.)
- 3.1.3.4.6. Projected Cost: Dollar volume based on the district price per unit * amount of estimated annual usage.
- 3.1.3.4.7. Copies of invoices to support the market basket pricing.
- 3.1.3.4.8. Indication if the item is primarily processed using US goods in a US-based facility.
- 3.1.4. Technical Approach and Contract Administration: The contractor shall describe their plans and approach for accomplishing the specific work requested. The information provided shall be in enough detail to enable the District to ascertain the contractor's understanding of the effort to be accomplished and shall outline the steps in the total service proposed. Technical Proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the contractor's technical approach to delivering the services sought under the RFP.
- 3.1.5. The District will order two weeks prior to service. Delivery will take place in the week following order placement for service to take place the following week. A delivery schedule will be arranged with the successful bid winner.
- 3.1.6. Market Information: The bidder will provide the district with market information relating to product conditions, quality, availability, pricing trends and new products. Where appropriate, the contractor shall make recommendations for changing products to achieve financial savings or higher applicability. The district's menu shall be available to the bidder to assist in determining "best use" products and access available inventory.
- 3.1.7. Nutritional information: The successful bidder will supply the District with printed copies of nutritional analysis as requested and for any new and/or substitution items.
- 3.1.8. Commodity Items: Net Off Invoice items are included at the end of the market basket. These items must be carried by the successful bidder.
- 3.1.9. Pricing definitions:
 - 3.1.9.1. **Supplier's Cost-** The supplier's quotation of a fixed fee which represents the supplier's operating margin and remains constant during the term of the contract, expressed as dollar's per case.
 - 3.1.9.2. **Fixed Fee-** The supplier's quotation of a fixed fee which represents the supplier's operating margin and remains constant during the term of the contract, expressed as dollar's per case.
 - 3.1.9.3. **District Cost-** is the supplier's cost plus the fixed fee.
- 3.1.10. Cost of items:
 - 3.1.10.1. The fixed fee established with the initial bid may not change during the life of the entire contract.
 - 3.1.10.2. The individual prices listed for each item on the attached market basket shall be based upon prices effective April 8 – April 12, 2024.
 - 3.1.10.3. The district cost will be determined as follows:
 - Invoice Cost of Product to Vendor
 - + Plus additional Freight in (If not included in invoiced cost)
 - Subtract Manufacturer Promotional dollars and discounts
 - = Equals Actual Cost (Vendor's Cost)
 - + Plus Fixed Fee

= District Cost

3.1.11. Order And Delivery Terms And Conditions

- 3.1.11.1. The successful bidder will set up a delivery schedule and will make deliveries according to that schedule, barring holidays or snow days, on dedicated trucks to the attached Sites and Time Schedule.
 - 3.1.11.2. If any order to a school is delivered after 2:00 p.m., the supplier will provide any overtime pay due to any of the district Nutrition Services personnel or manager. When such a situation occurs, the district will bill the supplier for the overtime involved.
 - 3.1.11.3. The bidder shall deliver all individual orders invoiced by account to each location.
 - 3.1.11.4. The bidder will adhere to HACCP standards, meaning, products shall be maintained at appropriate holding temperatures throughout their staging, loading, transport, and delivery.
 - 3.1.11.5. All of the bidder's facilities and delivery vehicles must conform to local, state, and federal rules and regulations regarding sanitation and are subject to inspection by district or other officials at the discretion of the district.
 - 3.1.11.6. The bidder's driver will deliver and off load all products to the specified area(s) on the inside of the unit's building. The contractor shall provide any/all equipment necessary to complete this process.
 - 3.1.11.7. At the time of delivery, a designated district employee shall sign the invoice once the order has been appropriately received and counted.
 - 3.1.11.8. Deliveries to the district will begin July 1, 2024.
 - 3.1.11.9. All deliveries will be accompanied by an itemized invoice. All invoices will include the correct bid pricing that includes the site name, district provided purchase order number, product name, unit cost, extension, piece count, and total charges. Any concealed damage or delivery of incorrect product will be reported to the supplier's account representative who will then issue credit memos for any incorrect charges and arrange for the return of miss-shipped or deficient products even if deficiencies were not readily noticeable at time of delivery. Vendor must be able to guarantee at least a 99% 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.
- 3.1.12. Evaluation of the bid:
- 3.1.12.1. To be considered as a bidder, all columns (A-F) in Appendix D must be answered in the order listed.
 - 3.1.12.2. Appendix D must be completed by the bidder.
 - 3.1.12.3. District reserves the right to request product demonstrations where and when appropriate.

3.2. Proposal Evaluation Categories And Weights:

- 3.2.1. Bidders are cautioned that proposals will be accepted and evaluated as submitted.
- 3.2.2. Proposals shall only be considered from firms that have been engaged in successfully providing similar services to those described in this Request for Proposal. Bidders must be able to produce evidence that they have established a satisfactory record of agreement negotiations; performed for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure they can satisfactorily deliver the services if awarded and Agreement. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the District. The evaluation process is designed to award the procurement not to the Bidder of least

cost, but to the Bidder with the best combination of attributes based upon the evaluation criteria.

3.2.3. Evaluation and selection criteria:

- 3.2.3.1. Provided all costs and fees, 0-40 points
- 3.2.3.2. The vendor's proposal was responsive, 0-10 points.
- 3.2.3.3. Demonstrated understanding of RFP requirements, 0-10 points.
- 3.2.3.4. Provided references for relevant experience, 0-10 points.
- 3.2.3.5. Quality of service, 0-10 points.
- 3.2.3.6. Demonstrated stability of business, 0-10 points.
- 3.2.3.7. Experience with large scale implementation, 0-10 points.

Each bidder will be scored based on a determination of an evaluating committee.

Upon completion of evaluation of proposals, the winning bid will be awarded. Upon award agreement, the other submitting bidders will be notified. The award bid will be open for review upon request.

3.3. Contractual Terms and Conditions:

- 3.3.1. Any firm submitting a proposal acknowledges and agrees that the Board's selection of their firm shall in no way create a valid or binding contract between the firm and the District. **Any firm submitting a proposal agrees, by submitting a proposal, that any resulting contract between the District and the selected firms shall be substantially in the form of the attached Appendix E.** Any changes shall be mutually agreed upon by the parties, but the District reserves the right to reject the proposal of the submitting firm if an agreement cannot be reached on the final contract terms.

4. Required Insurance

4.1. Liability

- 4.1.1. \$1,000,000 per incident (minimum)
- 4.1.2. \$1,000,000 annual (minimum)

4.2. Workers Compensation

- 4.2.1. Statutory limits

4.3. Bond

- 4.3.1. Payment: Amount of Agreement
- 4.3.2. Performance: Amount of Agreement

4.4. Additional Insured

- 4.4.1. The District shall be named as additional insured under General Liability Policy

5. Disclosures and notifications

5.1. Conflicts of interest

- 5.1.1. Proposal must state whether proposer has any professional, business, or familial relationship with any current member of the Board of Education of the District or with any administrator of the District.

6. Interpretation, Questions, Withdrawal

6.1. Interpretation

- 6.1.1. The District will make no oral interpretations for proposers of meaning of the terms in this RFP.
- 6.1.2. Requests for interpretations to the meaning of this RFP must also be made in writing to Independence School District not later than April 3, 2024 and failure by the successful

proposer to do so shall not relieve the proposer of the obligations to execute such services under a later interpretation by the school district.

- 6.1.3. All interpretations made to the proposers will be issued in addenda to the RFP and will be sent to all proposers.

6.2. Questions

- 6.2.1. Submit written questions to the following person:

Brad Kramer
 Director of Nutrition Services
 14001 East 32nd Street South
 Independence, MO 64057
 816-521-5371
brad_kramer@idschools.org

6.3. Withdrawal

- 6.3.1. Any Contractor may withdraw his proposal prior to the scheduled closing time for receipt of proposals.
- 6.3.2. No proposal shall be withdrawn for thirty (30) days after the scheduled closing time for receipt of proposals.

7. Proposal submission and opening

7.1. Submission

- 7.1.1. Submit proposals in a sealed envelope which is clearly marked “Nutrition Services GROCERY- PRIME VENDOR” and deliver to the following address and person:

Brad Kramer
 Director of Nutrition Services
 14001 East 32nd Street South
 Independence, MO 64057
 816-521-5371

- 7.1.2. Bids must be submitted only on the form provided in this bid document. Required information must be included.
- 7.1.3. Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened. The District is not responsible for lateness or non-delivery by the U.S. Postal Service to the District. The time and date recorded by the District shall be the official time of receipt.
- 7.1.4. The successful bidder shall include with the bid a complete listing of their stock book indicating all inventory items maintained in their warehouse as of the bid deadline date, including item name, pack size and order unit.
- 7.1.5. Bidder’s Checklist: All items listed below must be included when submitting your proposal with 1 paper copy and all same documents on a jump/flash drive. All documents may be in a PDF format.

Technical Proposal	_____
Features Response	_____
Signed Debarment Letter	_____
Jump/Flash drive	_____

7.2. Opening

- 7.2.1. The proposals will be opened and publicly read at the following location on the following date and time:

Date: April 24, 2024
 Time: 1:00 p.m.

Location: Nutrition Services Office
14001 East 32nd Street South
Independence, MO 64057.

8. Reservation of Rights

8.1. INDEPENDENCE SCHOOL DISTRICT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS AND WAIVE ANY INFORMALITY IN THE PROPOSAL OR REQUEST FOR PROPOSAL.

9. Proposal Evaluation

9.1. Award

9.1.1. The contract will be awarded to the bidder submitting the best responsible proposal complying with this RFP if the proposal is reasonable and in the best interest of the District to accept. The firm selected will be notified by phone call or email message at the earliest practical date. Non-winning bidders will be notified by email message or mailed document at the earliest practical date. The decision regarding acceptability of any firm's qualifications/proposal shall remain entirely with the District, at the District's sole discretion. The criteria for making this judgment will include but not be limited to price, demonstrated capability and general responsiveness to the RFP.

9.1.2. The District notifies all proposers that female-owned business enterprises and minority-owned business enterprises will be afforded full opportunity to submit proposals in response to this Request and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award. Proposer agrees that, should proposer be awarded this contract, proposer will not discriminate against any person who performs work under it because of race, religion, color, sex, national origin or ancestry.

9.1.3. The District reserves the right to reject any or all proposals, to waive any informalities or technical defects in proposals, and unless otherwise specified by the District, to accept any item or groups of items in the proposal, as in the best interest of the District.

9.2. Acceptance Period

9.2.1. All proposal offers must be firm for 365 days from the start of the contract on July 1, 2024.

10. Appendix II to Part 200- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

10.1. Successful bidder must comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10.2. Successful bidder must comply with the Energy Policy and Conservation Act (42 U.S.C. 6201). Violations will be reported to the Federal awarding agency.

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

10.4. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for

influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10.5. § 200.322 Procurement of recovered materials- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors 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.

10.6. Price Adjustment- Prices for all items included in the Vendor's bid may be adjusted annually based upon comparison of the price to an industry-wide or otherwise nationally recognized index or standard, such as the Consumer Price Index (CPI), or some other form of verifiable document. Vendor will put the District's Director of Nutrition Services on the mailing lists for all such publications so the Director can monitor said changes. That membership will be at no cost to the District. The Vendor shall notify the District of any circumstances in which the de-escalations or reduction of the price may be justified, as provided in this clause.

Vendor shall provide written notice to the Director of any proposed adjustment from the contracted price not less than thirty (30) days prior to the proposed effective date of the requested price adjustment. That notice shall be accompanied by a copy of documentation from the supplier or other party justifying the price adjustment.

The District reserves the right to determine whether any price adjustment is in the best interests of the District. Accordingly, in the event of any requested price adjustment in the contract the District reserves the right to cancel the contract upon fifteen (15) days written notice.

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

- 1. I am over twenty-one years of age; and know of the matters set forth.
- 2. I am employed by _____ (“Company”) and have authority to issue this affidavit on its behalf.
- 3. Company is enrolled in and participating in the United States E-Verify federal work authorization program regarding Company’s employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
- 4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____
(individual signature)

For _____
(company name)

Title: _____

Subscribed and sworn to before me on this ____ day of _____, 201__.

NOTARY PUBLIC

My commission expires:

REFERENCES AND EXPERIENCE

How many years has your firm been in business? _____ years

List references and prior experience; preferably with other school districts or governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed.

School District/Business _____
Address _____
Contact Person _____ Phone# _____
Description of services performed and completion date _____

School District/Business _____
Address _____
Contact Person _____ Phone# _____
Description of services performed and completion date _____

School District/Business _____
Address _____
Contact Person _____ Phone# _____
Description of services performed and completion date _____

Debarment Form

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date

Form AD-1047 (1/92)

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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 entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 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 may terminate this transaction for cause or default.

PERSONNEL QUALIFICATIONS

Bidders are REQUIRED to provide the information below in FULL DETAIL.

Indicate the person who will be supervising project and years of experience in similar work.

Name: _____ Number of Years: _____

Type of Experience: _____

Complete the following for employees that would be working on this project. List any previous work directly relating to the scope of this project for other school districts and/or governmental agencies or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING

Appendix A

BID PROPOSAL SUBMISSION FORM – ISD 2024 NS-03 Grocery Prime Vendor

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____ a corporation, a partnership, _____ an individual (circle one) to the Board of Education, School District of Independence, Missouri (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the INDEPENDENCE SCHOOL DISTRICT – ISD 2024 NS-03 Grocery Prime Vendor. In strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below, bidder should propose on individual base bids for specific project locations as noted below. Owner will award contract per individual base bid.
2. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
3. Bidder acknowledges receipt of the following ADDENDA: _____.
4. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

RESPECTFULLY SUBMITTED:

Signature

Title

Name (Please type or write clearly)

Date

Company Name

Telephone Number Fax Number

Street

Email address

City, State, Zip Code

License number (if applicable)

By signing, he/she certifies that they are an authorized agent of said company and has the authority to legally enter into a binding Service Agreement.

SEAL - (if BID is by a corporation)

Appendix B

Independence School District Addresses

High Schools and Middle Schools are open at 6:30 a.m. and Elementary Schools are open at 7:00 a.m. for deliveries. There are to be no deliveries during the meal periods 11:00 to 12:30 and no deliveries after 1:30. The District is open to "twilight" deliveries, or deliveries made overnight. This is dependent upon submitted drivers being able to pass a district-generated background check.

ELEMENTARY SCHOOLS

Benton Elementary 521-5599 Ex. 42570
429 S Leslie 64055
Lunch count 358 Breakfast count 317

Santa Fe Trail Elementary 521-5599 Ex. 57570
1301 S. Windsor 64055
Lunch count 344 Breakfast count 156

Blackburn Elementary 521-5599 Ex. 43570
17302 E RD Mize Rd 64057
Lunch count 310 Breakfast count 129

Hanthorn 521-5599 Ex. 59570
1511 Kings Highway 64055
Lunch count 138 Breakfast count 171

Bryant Elementary 521-5599 Ex. 44570
827 W College 64050
Lunch count 221 Breakfast count 145

Randall Elementary 521-5599 Ex. 52570
509 Jennings Rd 64056
Lunch count 248 Breakfast count 213

Fairmount Elementary 521-5599 Ex. 41570
120 N. Cedar, Sugar Creek, MO 64053
Lunch count 330 Breakfast count 310

Sunshine Center 521-5599 Ex. 26570
18400 E Salisbury 64056
Lunch count 215 Breakfast count 200

Glendale Elementary 521-5599 Ex. 45570
2611 Lee's Summit Rd 640
Lunch count 363 Breakfast count 170

Mallinson Elementary 521-5599 Ex. 49570
709 N Forrest Ave 64054
Lunch count 266 Breakfast count 195

Independence Academy 521-5599 Ex. 85570
600 W. Mechanic 64050
Lunch count 108 Breakfast count 76

Luff Elementary 521-5599 Ex. 47570
3700 S Delaware Ave 64055
Lunch count 296 Breakfast count 164

Ott Elementary 521-5599 Ex. 50570
1525 N. Noland Rd 64050
Lunch count 355 Breakfast count 173

Little Blue Elementary 521-5599 Ex. 40570
2020 Quail Drive 64057
Lunch count 164 Breakfast count 90

Procter Elementary 521-5599 Ex. 51570
1403 W Linden Ave. 64052
Lunch count 199 Breakfast count 138

Mill Creek Elementary 521-5599 Ex. 48570
2601 N. Liberty 64050
Lunch count 246 Breakfast count 110

Cassell Park Elementary
10401 E. 31st Street South 64052
Open for service summer 2019

Korte Elementary 521-5599 Ex. 46570
2437 S. Hardy 64052
Lunch count 521 Breakfast count 497

Wm Southern Elementary 521-5599 Ex. 53570
4300 S. Phelps Rd. 64055
Lunch count 397 Breakfast count 273

Spring Branch Elementary 521-5599 Ex. 54570
20404 E. Truman Road 64056
Lunch count 217 Breakfast count 97

Sugar Creek Elementary 521-5599 Ex. 56570
11424 Gill 64054
Lunch count 162 Breakfast count 166

Sycamore Elementary 521-5599 Ex. 55570
15208 E. 39th St. 64055
Lunch count 327 Breakfast count 147

Three Trails Elementary 521-5599 Ex. 58570
11801 E. 32nd St. 64052
Lunch count 342 Breakfast count 289

MIDDLE SCHOOLS

HIGH SCHOOLS

Bingham Middle School 521-5372 Ex. 23570
1716 S Speck Rd 64057
Lunch count 540 Breakfast count 115

Truman High School 521-5599 Ex. 12570
3301 S Noland Rd 64055
Lunch count 792 Breakfast count 163

Bridger Middle School 521-5376 Ex. 21570
18200 E. M78 Highway 64057
Lunch count 676 Breakfast count 148

Van Horn High School 521-5599 Ex. 17570
1109 Arlington 64053
Lunch count 553 Breakfast count 255

Nowlin Middle School 521-5599 Ex. 25570
2800 Hardy 64052
Lunch count 739 Breakfast count 592

William Chrisman High School 521-5599 Ex. 16570
1223 N. Noland Rd 64050
Lunch count 858 Breakfast count 283

Pioneer Ridge Middle School 521-5599 Ex. 24570
1656 S. Speck Rd. 64057
Lunch count 636 Breakfast count 129

WAREHOUSE

Independence School District Nutrition Services 521-5371
14001 East 32nd Street South

WEST SIDE CAFÉ-non-school site

Independence Central Office Location 521-5300
201 North Forest Avenue

Appendix C- No-Bid Response Form

This form is designed to assist the bidder in providing information necessary to confirm a “No-Bid” response. To remain potentially involved in future opportunities, the bidder should state the reasons for declining such an invitation. Please submit to Procurement after completion and required signature.

BID NAME & NUMBER: Nutrition Services Grocery Prime Vendor NS-03

Company Name: _____

Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail: _____

Please Note:

A no-bid response is a critical factor in remaining on the bidders list, and thus ensures future business opportunities. In addition, a no bid response demonstrates that, while you are not interested in bidding for a particular project, you are still interested in competing for future opportunities and want to stay on the prospective bidders list.

We, the undersigned have declined to submit a bid for the following reason(s):

Specifications are too rigid (i.e. geared toward one brand/manufacturer/service only (explain below).

Unable to meet deadline for responding to above bid number (IFB/RFP).

We do not offer this product or service.

Our schedule would not permit us to perform.

Unable to meet specifications.

Unable to meet Bond/Insurance requirement(s).

Specifications unclear (explain below).

Please remove us from your “Bidders List”.

Other (specify below).

COMMENTS:

I certify that the above information is true and correct, and that no other data, fact or consideration offered or given has influenced this response.

Submitted By: _____
Name (Printed) Title/Department

Signature Date

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Appendix D

Product	Brand	Pack Size	Manufacturer #	Estimated Annual Usage	Brand/Code Number	Pack Size	Vendor's Cost	Bid Price Per Unit	District Price Per Unit	Projected Annual Cost
JUICE GRAPE CARTON PAPER	SUN CUP	70 4 OZ	030501	3249						
JUICE PUNCH FRUIT CUPS PLASTIC CN	SUN CUP	72 4 OZ	090800	3249						
CEREAL PUFFS COCOA REDUCED SUGAR WG BOWL	GENERAL MILLS	60 2 OZ	14885	2005						
CEREAL LUCKY CHARMS WG BOWL	GENERAL MILLS	60 2 OZ	14884	1412						
BREADS BANANA SLICED WG	SUPER BAKERY	75 3.4 OZ	7501	1078						
WAFFLES MINI MAPLE WG INDWRAP	PILLSBURY	72 2.47 OZ	32265	1050						
CEREAL CHEERIOS HONEY WG K-12	GENERAL MILLS	60 2 OZ	18448	953						
WAFFLES BLUEBERRY MINI WG INDWRAP	PILLSBURY	72 2.47 OZ	32264	913						
CHIPS DORITOS CHEESE NACHO REDUCED FAT	DORITOS	72 1 OZ	31748	868						
CEREAL CHEX CINNAMON BOWL	GENERAL MILLS	60 2 OZ	14883	845						
MEALS CHICKEN BBQ BITES, JUICE, SNACKS	ES FOODS	30 8.28 OZ	61435	834						
CEREAL CRUNCH CINNAMON TOAST LS BOWL	GENERAL MILLS	60 2 OZ	14886	827						
FRENCH TOAST TRIPLE BERRY MINI INDWRAP	PILLSBURY	72 2.64 OZ	37308	798						
MEALS TURKEY STICK, JUICE, APPLSC, SNACK	ES FOODS	30 11.7 OZ	61404	798						
YOGURT TRIX TRIPLE CHERRY REDUCED SUGAR	YOPLAIT	48 4 OZ	31077	789						
CEREAL CHEX BLUEBERRY K12 BOWL	GENERAL MILLS	60 2 OZ	17262	787						
YOGURTS RASPBERRYS RAINBOWS TRIX	YOPLAIT	48 4 OZ	17725	761						
CHIPS DORITOS RANCH COOL WG+A171	FRITO LAY	72 1 OZ	36096	691						
POTATOES MASHED IDAHO	IDAHOAN	12 26 OZ	00313	666						
YOGURTS STRAWBERRY BANANAS TRIX	YOPLAIT	48 4 OZ	17726	631						
BREADS TOASTS TEXAS APPLE CINNAMON WG	CLASSIC DELIGHT	96 3.3 OZ	222M	614						
PEARS SLICED SYRUP LIGHT+A351	SUNSOURCE	6 #10	00121	612						
MAYONNAISES LIGHT	KRAFT	200 .438 OZ	66533	596						
BUNS GLAZED BREAKFAST DONUT WG INDWRAP	BAKE CRAFTERS	60 3 OZ	2003	595						
CHIPS TORTILLA ROUND WHITE NO-SALT	MISSION	6 2 LB	08617	593						
RICES BROWN LONG GRAIN PARTIALLY BOILED	PAREXCELLENCE	1 25 LB	R2PX25QC0	530						
CRACKERS CHEEZ ITS WG	CHEEZ IT	175 .75 OZ	79263	518						
MEALS NO-NUT-CHOC-BUTTER, JUICE, APPLESC	ES FOODS	30 11.7 OZ	61437	479						
BREADSTICKS WHEAT 4.5 INCH WG	NEW YORK BAKERY	168 1.15 OZ	15023	476						
CHIPS SUNCHIPS CHEDDAR WG	FRITO LAY	104 1 OZ	11152	442						

PEACHES SLICED SYRUP LIGHT	SUNSOURCE	6 #10	00115	421						
CHIPS DORITOS CHILI SWEET SPICY REDCDFAT	DORITOS	72 1 OZ	49093	399						
CHIPS CHEETOS PUFFS BAKED WG	CHEETOS	72 .7 OZ	21910	388						
MILKS SOY ORGANIC	PEARL SOYMILK	24 8 OZ	06183	385						
HASH BROWNS STUFFED BREADED EGGCHEESE WG	MCCAIN	6 4 LB	1000010772	383						
YOGURTS ASSORTED STRWBRY & STRBRY/BANANA	YOPLAIT	48 4 OZ	17729	329						
PASTAS NOODLES ROTINIS WG	ZEREGA	2 10 LB	08134	318						
APPLESAUCES UNSWEETENED	APPLE LEAF	6 #10	ACJ	308						
VEGETABLES MIXED 5 WAY	SUNSOURCE	12 2.5 LB	00249	304						
CHIPS DORITOS FLAMAS WG REDUCED-FAT	FRITO LAY	72 1 OZ	62829	290						
ROLLS CINNAMON DOUGHS WG	PILLSBURY	100 2.7 OZ	1111100	279						
DONUTS HOLES CHOC GLAZED CUP SUPERSTARS	SUPER BAKERY	60 3 OZ	9302	271						
SHELLS TACO CORN YELLOW WG CN	PANCHO VILLA	200 .39 OZ	0180704000	267						
SAUCES MARINARAS	RED PACK	6 #10	RPKNA9E	264						
CHEESES CHEDDAR SHREDDED FEATHER RF	BONGARDS	4 5 LB	755711	260						
PEAS GREEN	VALAMONT	1 20 LB	30120	257						
KETCHUPS	RED GOLD	1000 9 GM	REDYL9G	252						
BREADS TOASTS TEXAS GARLIC SLICED WG RF	BAKE CRAFTERS	120 1.31 OZ	1605	250						
YOGURTS ASSORTED RASPBERRY AND PEACH	YOPLAIT	48 4 OZ	17728	250						
PICKLES DILL CRINKLE CUT HAMBURGER POUCH	HEINZ	6 5.75 LB	65820	243						
PANCAKES MINI CONFETTI EGGOS	KELLOGG'S	72 3.03 OZ	18574	232						
PANCAKES SAUSAGE TURKEY BITES WG	JTM	1 30 LB	5091	229						
CHICKEN BREASTS BONELESS TENDER PRESSED	TYSON	28 6 OZ	0036880928	222						
CHIPS CHEX MIXES YGRT STRWBRY WG INDWRAP	GENERAL MILLS	60 1.03 OZ	31937	218						
CARROTS MINIATURE PEELED SCHOOL INDWRAP	BOLTHOUSE FARMS	150 2 OZ	10036	217						
GRAVY MIXES PEPPERED SODIUMS LOW	CONESTOGA	12 12 OZ	99484	217						
BEANS RED FANCY	MOTHERS MAID	6 #10	1868700071	213						
MEALS PNTBUTRJLLY, JUICE, APPLSC, SNFLWR	ES FOODS	30 12.8 OZ	61402	201						
DRINKS STRAWBERRY KIWI SPARKLING ICE	SPARKLING ICE	12 17 OZ	FG00018	196						
DRINKS LIMEADE CHERRY SPARKLING ICE	SPARKLING ICE	12 17 OZ	FG00066	183						
PAN SPRAYS BUTTERS COATINGS COOKING	VEGALENE	6 17 OZ	17260	182						
BEANS REFRIED	ALLENS	6 #10	35218	178						
CRACKERS SALTINES INDWRAP	LANCE	500 2 CT	471040	176						
GRAVY MIXES POULTRY SODIUMS LOW BAGS	TRIO	8 22.6 OZ	384829	176						
CEREAL BAR CHEERIOS PEACH INDWRAP	GENERAL MILLS	48 2.5 OZ	16856	175						

HOT DOGS BEEF LOW-SODIUM GOLDMEDAL FC CN	SMITHFIELD	80 2 OZ	48169	157						
SPICES SEASONINGS TACOS POUCHES	LAWRYS	6 9 OZ	80110	155						
BROCCOLI FLORETS SNACK PACKS INDWRAP	COOL CREATIONS	48 2 OZ	11206	152						
SYRUPS TABLE CUP PLASTIC	C F SAUER	100 1.5 OZ	06383	150						
SAUCES BARBECUE HICKORY SMOKED	KRAFT	4 1 GAL	67897	147						
CEREAL CHEX BLUEBERRY BOWL	GENERAL MILLS	96 1 OZ	18446	143						
MUFFINS APPLE CINNAMON WG RF INDWRAP	BAKE CRAFTERS	96 2 OZ	1203	140						
MUFFINS CORNBREAD WG INDWRAP	BAKE CRAFTERS	72 1.8 OZ	1278	140						
STRAWBERRY INDIVIDUAL QUICK FROZEN	SUNSOURCE	1 30 LB	00360	140						
CRACKERS ANIMAL BERRY MIXED	APPLEWAYS	108 .9 OZ	72400	126						
JUICE BERRY FROSTED FROZEN CUP SIDEKICKS	ARDMORE	84 4.4 OZ	2008	120						
JUICE ORANGE CREAM FROZEN	ARDMORE	84 4.4 OZ	2022	120						
JELLYS GRAPE	POLANER	6 #10	055485	115						
BARS CRISPS STRAWBERRY NUTRITION WG	ZEE ZEE'S	135 2.2 OZ	D60470	113						
SEASONINGS MIXES RICE STIR-FRIED	FOOTHILL FARMS	10 6.82 OZ	S140-G1190	113						
BEANS BLACK FANCY LOW SODIUM	PACKER LABEL	6 #10	3382814216	112						
RICE KRISPIES TREATS SQUARE WG INDWRAP	KELLOGG'S	80 1.41 OZ	11052	112						
WATERS BOTTLED DRINKING PURIFIED	GLACIER	24 16.9 OZ	500528	112						
CHIPS SUNCHIPS SALSA GARDEN WG	FRITO LAY	104 1 OZ	36445	110						
POPTARTS BLUEBERRY FROSTED WG INDWRAP	KELLOGG'S	120 1 CT	17196	110						
WAFFLES ROUND WG	BAKE CRAFTERS	144 1.3 OZ	1453	110						
BREADS LEMON SLICED WG INDWRAP	SUPER BAKERY	75 3.4 OZ	7507	106						
MUSTARDS	C F SAUER	500 5.5 GR	06501	106						
POPTARTS STRAWBERRY FROSTED INDWRAP	KELLOGG'S	120 1 CT	55130	101						
MUSTARDS	HEINZ	200 .2 OZ	1300053060	99						
COOKIES CHOCOLATE CHIP TRIPLE WG INDWRAP	RICH'S	120 1.7 OZ	03593	94						
ENCHILADAS BEEF WG CN	LOS CABOS	144 1.73 OZ	61853	94						
CRACKERS CHEDDAR GOLDFISH WG INDWRAP	PEPPERIDGE FARM	300 .75 OZ	18105	92						
BEANS NORTHERN GREAT	SUNSOURCE	6 #10	00064	91						
CHIPS TORTILLA ROUND TOSTITOS WG	FRITO LAY	8 16 OZ	62399	91						
MUFFINS BLUEBERRY WG RF INDWRAP	BAKE CRAFTERS	96 2 OZ	1201	90						
ICE CREAMS DRUMSTICKS COOKIE CRUMBLED	RICHS ICE CREAM	24 3 OZ	42200	85						
JUICE PUNCH FRUIT	CAPRI SUN	40 6 OZ	00204	77						
SEAFOODS TUNAS CHUNKS LIGHT IN WATER	LOLITA	6 43 OZ	40252	77						
DETERGENTS LAUNDRY PLUS-BLEACH TIDE	PROCTER GAMBLE	2 144 OZ	84998	75						
SUGARS	CARGILL	1 25 LB	200260	75						

SPICES GARLICS GRANULATED	GRAVES FOODS	1 24 OZ	6150	74						
DRINKS LEMONADE SPARKLING ICE	SPARKLING ICE	12 17 OZ	FG00056	73						
SPICES SEASONINGS BLEND SALT FREE	MRS DASH	1 21 OZ	1150598	70						
FISH POLLOCK STICKS BREADD OVENBLE WG CN	HIGH LINER FOOD	160 1 OZ	26240	68						
CHICKEN STRIPS BREADED HOMESTYL FC WG CN	GOLD KIST	6 5 LB	625300	63						
CEREAL CHEX RICE GLUTEN FREE BOWL	GENERAL MILLS	96 .69 OZ	47595	61						
CRACKERS SNACKS LEMON BLUEBRY WG INDWRAP	APPLEWAYS	108 1 OZ	71500	61						
PINEAPPLES TIDBITS IN JUICE	NEMCO	6 #10	19463	61						
COOKIES CHOCOLATES CHIPS WG	GRANDMAS	80 1.22 OZ	66154	59						
EGGS WHOLE PASTEURIZED HOMOGENIZD CARTON A315	PAPETTI'S	6 5 LB	65123	59						
CHIPS CHEETOS HOT FANTASTIX	CHEETOS	104 1 OZ	43578	54						
JALAPENOS SLICED NACHO	KAISER	4 1 GAL	438940	52						
CRACKERS GRAHAMS BUG SHAPED WG	KELLOGG'S	210 1 OZ	55644	50						
CRACKERS GRAHAMS STRAWBERRY WG INDWRAP	ZEE ZEE'S	200 1 OZ	610687	49						
SUGARS POWDERED	IMPERIAL	12 2 LB	124300C	49						
CRACKERS GRAHAMS WG INDWRAP	ZEE ZEE'S	200 1 OZ	609144	47						
VEGETABLES BLENDS ITALIAN	VALAMONT	1 20 LB	12092	47						
BISCUITS DOUGHS MINI WG	PILLSBURY	210 1.25 OZ	32269	47						
JUICE APPLE READY TO DRINK	ORCHARD SPLASH	12 46 OZ	46020	45						
MARGARINES LIQUID NO TRANS FAT	GOLD-N-SWEET	2 17.5 LB	19510GNS	45						
SUGARS BROWN LIGHT	CARGILL	1 25 LB	200252	45						
BASES CHICKEN PASTES LOWSOD GLUTEN-FREE	CUSTOM CULINARY	6 1 LB	0144	42						
CHEESES MOZZARELLA STICKS BRDD WG RS	FARMRICH	8 3 LB	65219	40						
SPICES SEASONINGS ONIONS MINCED DEHYDRTD	GRAVES FOODS	1 4.5 LB	6650	38						
PEPPERS BANANA RINGS MILD	HORN OF PLENTY	4 1 GAL	17475	36						
VEGETABLES BLENDS WINTER	GARDEN FRESH	12 2 LB	64775	36						
CRACKERS ANIMALS JUNGLE WG	J J SNACKS	200 1 OZ	39085	35						
MEAT ASSTD TURKEY ITALIAN HAM/PEPRN/SLMI	JENNIE-O	12 1 LB	209612	35						
SPICES PARSLEYS FLAKES	GRAVES FOODS	1 10 OZ	7020	35						
MUFFINS BLUEBERRY REDUCED FAT WG INDWRAP	OTIS SPUNKMEYER	72 2 OZ	FUF10143	33						
YOGURTS STRAWBERRY BANANAS NONFATS	UPSTATE FARMS	48 4 OZ	834220476N	33						
SPICES MUSTARDS GROUND	GRAVES FOODS	1 16 OZ	6500	32						
CHICKEN BREASTS STRIPS GLUTEN FREE	BRAKEBUSH	145 1.1 OZ	5810	31						
RICE KRISPIES TREATS CHCLTE CHIP INDWRAP	KELLOGG'S	80 1.59 OZ	14567	31						

SPICES CINNAMONS GROUND	GRAVES FOODS	1 16 OZ	5750	31						
SPICES PEPPERS WHITE GROUND	GRAVES FOODS	1 18 OZ	7280	31						
PUMPKIN	LIBBY	6 #10	G11000363	30						
CHIPS CHEETOS BAKED HOT WG	CHEETOS	104 .88 OZ	62984	29						
CHEESES SWISS SLICED 192 CT TWIN PACKED	BRIGHTON FARMS	6 24 OZ	013989	28						
CHIPS LAYS BAKED	FRITO LAY	64 1.13 OZ	44396	28						
TORTILLAS 8 INCH WHEAT WHOLE	LOPEZ TORTILLA	144 1.55 OZ	WHE08	28						
CEREAL CHEERIOS BOWL	GENERAL MILLS	96 1 OZ	32262	26						
OILS SOYBEAN SALAD	VENTURA	6 1 GAL	54107CHP	26						
POPSICLES CHERRY SOUR	RICHS ICE CREAM	96 2.5 OZ	86266	26						
CHIPS ASSORTED LAY/DORITO/CHEETOS/FRITOS	FRITO LAY	60 1.5 OZ	70227	24						
CRISPS BARBECUE BAKED LAY'S	FRITO LAY	60 .88 OZ	32078	24						
TORTILLAS 12 INCH FLOUR TOMATO WRAPS	MISSION	72 3.66 OZ	10250	24						
ICE CREAMS SANDWICHES REDUCED FAT	CENTRAL DAIRY	144 3.5 OZ	20191	22						
POPSICLES STRAWBERRY SHORTCAKE	RICHS ICE CREAM	96 2.5 OZ	85050	22						
SPICES CUMINS GROUND	GRAVES FOODS	1 16 OZ	5930	22						
SPICES SEASONINGS ONIONS POWDERS	SPICE CLASSICS	6 20 OZ	932668	22						
BEEF FINGERS BREADED FC WG CN	ADVANCE PIERRE	495 .97 OZ	0000068012	21						
COOKIES CONFETTI CAKE FROSTING-FILLED WG	RICH'S	120 1.7 OZ	08202	21						
EGGS LARGE SHELLED	ROSE ACRE FARMS	15 12 CT	33638	21						
FLOURS ALL PURPOSE BLEACHED HOTEL	GENERAL MILLS	1 50 LB	14314	21						
MAYONNAISES LIGHT	KRAFT	4 1 GAL	64301	21						
PASTAS NOODLES SPAGHETTIS 10 INCH WG	ZEREGA	2 10 LB	8030	21						
SPICES PEPPERS BLACK GROUND	GRAVES FOODS	1 16 OZ	7040	21						

NOI Products

APPLES RED DELICIOUS SLICED	PETERSON FARMS	100 2 OZ	203102	4746						
BURRITOS BEEF CHEESE CN	CABO REAL	48 4.75 OZ	63460	1228						
SANDWICHES SUBS CHKN PEPRNI CHS WG CN IW	TASTY BRANDS	72 4.87 OZ	70015	1152						
SANDWICHES PEANTGRP UNCRUSTABLES INDWRAP	JM SMUCKER	72 2.6 OZ	6960	929						
PIZZAS MEXICAN BEEF CHS WG CN FIESTADA	TONYS	72 5.44 OZ	68523	820						
BEEF PATTY GRILLED FLAME FC CN	ADVANCE PIERRE	115 2.1 OZ	0000069097	785						
CHICKEN PATTY BREADED FC WG CN	GOLD CREEK FOOD	170 3 OZ	791421	763						
SAUCES SPAGHETTIS TURKEY WHITE DARK CN	JENNIE-O	4 7 LB	285328	759						
GOLDEN WG WHOLE MUSCLE DILL BREAST FILLETS	GOLD CREEK FOOD	128 4 OZ	792429	750						
CHICKEN DRUMSTICKS BREADED WG	TYSON	92 5.15 OZ	6660100928	712						

FRIES SWEET POTATO WAFFLE COATED	HARVEST SPLENDR	6 2.5 LB	MCF05074	700						
SANDWICHES PNTSTBRY UNCRUSTABLES INDWRAP	JM SMUCKER	72 2.6 OZ	6961	691						
SIGNATURE WGR MAC & CHEESE	JTM	6 5LB	5756	666						
PIZZAS BREAKFAST SAUSAGE WG CN INDWRAP	TONYS	100 3.67 OZ	63913	637						
CHEEZY HOT WG WHOLE MUSCLE BREAST CHUNKS	GOLD CREEK FOOD	102 5OZ	792405	600						
TATER TOTS REDUCED-SODIUM	OREIDA	6 5 LB	1000002789	561						
TYSON FULLY COOKED GLAZED BONE IN CHICKEN WINGS SECTIONS JUMBO	TYSON	89	10346960928	560						
TURKEYS GROUND SEASONED WHITE DARK FC CN	JENNIE-O	4 7 LB	285628	518						
PIZZAS CHEESE 4X6 INCH WG	TONYS	96 4.6 OZ	78673	463						
CHICKEN NUGGETS TANGERINE BATTERED WG KETCHUP (MADE WITH SUGAR/ENHANCED LS) 6/112.5 OZ PUMP	GREEN DRAGON	6 7.15 LB	72001	439						
SANDWICH CHKNSSGCHS PANCAKE WGFC INDWRAP	RED GOLD	6 112.5OZ	REDYL9P	425						
DICED PEACH CUP 4.5 OZ	BAKE CRAFTERS	168 2.85 OZ	9126	409						
DICED PEAR CUP 4.5 OZ	ZEE ZEE'S	72 4.5 OZ	1740	400						
CHICKEN NUGGETS BREADED FC WG CN	ZEE ZEE'S	72 4.5 OZ	1780	400						
SIGNATURE BEEF CHILI	GOLD CREEK FOOD	839 .61 OZ	791401	374						
CHEESES SAUCES QUESO BLANCO	JTM	82 5.83OZ	CP579	370						
CN GOLDEN WG BREADED DARK MEAT POPCORN	JTM	6 5 LB	5718	360						
CORN DOGS TURKEY MINI WG CN	GOLD CREEK FOOD	113 4.5 OZ	791893	335						
CHICKEN PATTY BREADED SPICY WG FC CN	JTM	720 .67 OZ	5090	288						
TURKEYS HAMS SLICED CN	GOLD CREEK FOOD	170 3 OZ	791431	281						
PORK PATTY CHOP-SHAPED BREADED FC WG	JENNIE-O	1 12 LB	256503	276						
PIZZAS CHEESE BREAD FRENCH GARLIC WG CN	JTM	137 3.35 OZ	CP5694	257						
OTTS REDUCED CALORIE RANCH	NARDONE PIZZA	60 4.5 OZ	60WGUM2	253						
TURKEYS BREASTS THIGH ROASTS	OTTS	4 1 GAL	1512	225						
FRIES STRAIGHT CUT 3/8" COATED SEASONED	JENNIE-O	4 10LBAVG	317004	157						
TURKEYS BREASTS ROASTED SLICED CN	MCCAIN	6 5 LB	MCX03621	157						
SAUCES SALSAS SODIUM LOW	JENNIE-O	12 1 LB	209903	145						
CHICKEN CHUNKS BREADED SRIRACHA FC WG	RED GOLD	6 #10	REDSC99	145						
FRIES CRINKLE CUT 1/2 INCH OVENABLE	GREEN DRAGON	6 7.15 LB	72013	127						
SAUCES ALFREDOS ROMANO CHEESE RF CN	MCCAIN	6 5 LB	OIF00055A	122						
BREAKFAST WRAP, CHEESE, EGG, & TURKEY SAUSAGE IW	JTM	6 5 LB	5722	105						
	LOS CABOS	72	97896	100						

MEATBALLS BEEF SIGNATURE FC CN	JTM	738 .65 OZ	5035CE	92						
OTTS ZESTY ITALIAN DRESSING	OTTS	4 1 GAL	1241	30						
DRESSINGS RANCH CHIPOTLE	OTTS	4 1 GAL	01660	21						

Appendix E

NUTRITION SERVICES GROCERY PRIME VENDOR CONTRACT

This Agreement for goods and services (hereinafter referred to as “**Agreement**” is entered into this [redacted] day of [redacted], 2024, by and between **Independence School District** (hereinafter referred to as “**District**”), and [redacted], a company with its principal place of business at [redacted] (hereinafter referred to as “**Vendor**”) (hereinafter collectively referred to as “**the Parties**”). In consideration of the covenants, promises, and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. VENDOR’S OBLIGATIONS

- A. **Products.** Vendor shall provide dairy (not fluid milk), dry goods, and frozen food products required for use in the day-to-day operations of the District’s Nutrition Products program (hereinafter referred to as “Products”) for District. The scope of the Products shall include the Products further described in Exhibit A, Products and Line Item Pricing, which is attached hereto and incorporated herein by reference. Products shall not include fresh bakery products, equipment, produce, chemicals or paper.
- B. **Scope of Work.** The following terms and conditions apply to Vendor’s provision of the Products to the District:
- i. **Attachments & Order of Precedence.** The District’s Request for Proposals for Nutrition Services Grocery Prime Vendor (RFP 2024 NS-03) is attached hereto as Exhibit B and incorporated herein by reference. Vendor’s proposed Products and Line Item Pricing is also attached hereto as Exhibit A. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Agreement, then Exhibit B, then Exhibit A. Regarding Exhibit A, to the extent that there is a discrepancy between the unit price and extended total for a Product, the lower of the two prices shall be applied.
 - ii. **Deliveries.** Vendor shall deliver Products to the locations provided in Exhibit C, which is attached hereto and incorporated herein by reference. Vendor shall deliver all individual orders invoiced by account to each location. Deliveries will be made weekly to each location. Orders will then be placed with mutually agreed upon lead times for the following delivery.
 - a. **Delivery Schedule.** Product deliveries shall begin July 1, 2024. Vendor and District will mutually agree to a delivery schedule. Vendor shall make deliveries according to that schedule, barring holidays or snow days, on dedicated trucks to the locations identified in Exhibit C. If any order to a location is delivered after 2:00 p.m., the Vendor will provide any overtime

pay due to any of the District Nutrition Services personnel or manager. When such a situation occurs, the District will bill Vendor for the overtime involved.

The District will monitor any changes to the order delivery schedule and act upon them accordingly. The District will exercise reasonable judgment when placing small orders and will make every attempt to place correct orders each time.

- b. **Emergency Deliveries.** Vendor shall respond to emergency delivery requests as they arise due to circumstances beyond the District's control. The District shall endeavor to keep emergency delivery requests to a minimum.
 - c. **Product/Delivery Standards.** Vendor shall adhere to HACCP standards, meaning, Products shall be maintained at appropriate holding temperatures throughout their staging, loading, transport, and delivery.
 - d. **Delivery Location Preferences.** Vendor's delivery drivers shall deliver and off load all Products to the specified area(s) on the inside of each location's building. Vendor shall provide any/all equipment necessary to complete this process.
 - e. **Signatures.** At the time of any delivery, a designated District employee shall sign the provided invoice once the order has been appropriately received and counted, unless the delivery is a key drop delivery.
 - f. **Damaged Products.** The District has no obligation to accept damaged shipments and reserves the right to return at the Vendor's expense damaged merchandise even though the damage was not apparent or discovered until after the receipt of the items. When the merchandise is returned a credit will be issued. The vendor is responsible to notify the Purchasing Supervisor of any late or delayed shipments. The district reserves the right to cancel all or any part of an order if the shipment is not made as promised.
 - g. **Delivery Failure.** If the Vendor fails to deliver an order in entirety, the Vendor will take corrective action either making a special delivery to the District or by arranging for delivery by another vendor. The Vendor shall assume any additional costs between the price of the originally ordered items and the price from the alternative vendor. At least a 99% average fill rate for deliveries is expected.
 - h.
- iii. **Proprietary/Special Order Items.** The District defines a "proprietary item" as an item the District expects the supplier to purchase and stock. A "special order item" is an item requested for a one time purchase. Vendor will purchase any special order Product and ship to the relevant delivery location with the next scheduled delivery. Whenever possible the District will use a Product already stocked by Vendor, but reserves the right to request the Vendor add proprietary items to stock. The Vendor agrees to do so at the discretion of the District. The District will notify the supplier three (3) weeks in advance of the

need for a new proprietary or special order item, with quantities needed and monthly usage if applicable. There shall be no extra charges for buying and storing of special order items.

- C. **District Contact.** Vendor shall coordinate the provision of all Products with:

Brad Kramer
 Director of Nutrition Services
 14001 East 32nd Street South
 Independence, Missouri 64057
 (816) 521-5371
brad_kramer@idschools.org

Or his authorized designee.

- D. Vendor agrees and warrants that it is qualified, experienced, capable, and if applicable, licensed, to provide the Products set forth under this Agreement.

2. DISTRICT'S OBLIGATIONS

- A. District shall compensate Vendor for Products rendered in accordance with Section 3 of this Agreement.

3. TERM AND COMPENSATION

- A. **Initial Term.** The initial term of this Agreement shall be from July 1, 2024 through June 30, 2027.
- B. **Renewals.** The term of this Agreement is renewable annually upon the agreement of the Parties for two additional years beyond the initial term identified in this Section 3.A. The first renewable term shall be from July 1, 2027 to June 30, 2028. Second renewable term shall be from July 1, 2028 to June 30, 2029.
- C. **Pricing.** The District shall compensate Vendor for Products rendered in accordance with each approved invoice ("District Cost"). The total District Cost shall be the sum of (1) the cost of each Product to Vendor, plus any freight in cost not included in the cost of the Product and excluding any discounts, rebates, or manufacturer promotional dollars applicable to the Product ("Product Cost(s)"); and (2) Vendor's fixed fee as included in Vendor's response Exhibit B, which represents Vendor's operating margin and is expressed as dollar's per case ("Fixed Fee"). Vendor's Fixed Fee may not be adjusted unless mutually

agreed upon in writing by the Parties.

- D. Price Adjustments.** Prices for items included in Exhibit A may be adjusted annually based upon comparison of the price to an industry-wide or otherwise nationally recognized index or standard, such as the Consumer Price Index (CPI), or some other form of verifiable document. Vendor will put the District's Director of Nutrition Services on the mailing lists for all such publications so the Director can monitor said changes. That membership will be at no cost to the District. The Vendor shall notify the District of any circumstances in which the de-escalations or reduction of the price may be justified. After the initial twelve months of this Agreement, and any subsequent twelve month periods, the prices included in Exhibit A may be adjusted up or down in an amount 1) mutually agreed upon in writing in advance by both parties and/or; 2) not to exceed the Consumer Price Index (CPI), appropriate for the product/commodity, as published by the United States Department Of Labor.

Vendor shall provide written notice to the District of any proposed adjustment from the pricing included in Exhibit A not less than thirty (30) days prior to the proposed effective date of the requested price adjustment. That notice shall be accompanied by a copy of documentation from the Vendor justifying the price adjustment.

The District reserves the right to determine whether any price adjustment is in the best interests of the District. Accordingly, in the event of any requested price adjustment, the District reserves the right to terminate the contract upon fifteen (15) days written notice.

- E. Payment Procedures.** For the Products provided under this Agreement, Vendor will be compensated based on the Products provided to the District per the attached Exhibits.

Vendor shall submit an invoice at the time of each delivery of Products to Brad Kramer, District Director of Nutrition Services. An invoice shall be provided for each location at which Products were provided and shall include a detailed breakdown of the quantity and cost of each Product provided, and the total cost owed by District.

Upon receipt of an invoice from Vendor, District shall have forty five (45) days to provide payment for the same unless an objection to the amount charged is made by District. If an objection is made, the parties shall discuss the objection and attempt to reach a resolution.

- i. **Price Adjustment for Substitution.** If a Product substitution is necessary, the submitted products will be priced at the rate listed in Exhibit A for the Product, unless the cost of the substituted product is lower in which case, the lower price will apply.
- ii. **Miscellaneous/Extra Charges.** Vendor shall submit no extra, or miscellaneous charges, i.e.- storage charge for any items

stocked by the Vendor or fuel surcharges— to the District for any delivery made directly to a site, regardless of case count or dollar value of the order. There also shall not be any extra charges for any delivery made outside the specified schedule.

- iii. **Invoice Requirements.** Invoices shall be prepared and submitted in duplicate to the Independence School District. All invoices shall be itemized and shall include the Product pricing identified in Exhibit A unless this modified as required under this Agreement. Each invoice shall include the location site name, District provided purchase order number, contract account number, Product number(s), name(s) and description(s), unit cost(s), extension(s), piece count(s), and extended total by location serviced with a grand total at bottom. District shall receive one invoice per delivery.

4. **TERMINATION.**

This Agreement may be terminated at any time for any reason by the District upon sixty (60) days written notice to the Vendor. Upon receipt of the termination notice from the District, the Vendor shall have twenty (20) days to correct non-compliance issues, as relevant. If compliance is achieved, the District, at its discretion, may cancel the termination notice. To the extent the Agreement is terminated due to Vendor's failure to comply with the terms of this Agreement, the District may assess Vendor reasonable liquidated damages.

This Agreement may be terminated by the Vendor upon sixty (60) days written notice for due to District's documented failure to comply with terms of the Agreement. Vendor may also terminate this Agreement for any reason upon twelve (12) months written notice to the District.

5. **INSURANCE**

- A. **Insurance Generally.** Vendor shall provide and maintain for the duration of this Agreement, insurance acceptable to and approved by District and provide proof of insurance upon request. Insurance provided under this Agreement shall include a Certificate of Insurance which names District as additional insured. The parties agree and understand that the District's inclusion as an additional insured on Vendor's applicable insurance policies and the insurance coverage thereby provided to District is neither intended nor required to provide coverage to District for claims from which District enjoys sovereign immunity. The applicable Certificate of Insurance listing District as an additional insured may contain specific coverage exemptions for the District from such claims. In addition, such insurance shall remain in effect until such time as District has determined that this Agreement is complete.

- B. Public Liability and Property Damage Insurance.** Vendor shall take out and maintain during the life of this Agreement, such public liability and property damage insurance policies as shall protect them and any subcontractor providing Products to District under this Agreement from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The limits of such policies shall be no less than \$1,000,000 per incident and \$1,000,000 annually.
- C. Worker's Compensation Insurance.** Vendor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance as required by law for all of their employees providing Products to District under this Agreement, and in case any work is sublet, Vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Vendor. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Worker's Compensation Statute, Vendor shall provide and shall cause each subcontractor to provide Employee's Liability Insurance for the protection of their employees not otherwise protected.
- D. Bonds.** Vendor shall provide sufficient payment and performance bond to the District for the faithful performance of all measures included in the Contract.

6. SPECIAL CONDITIONS

- A. Buy American Act Compliance.** All Products provided by Vendor shall be domestic commodities or products to the maximum extent practicable, as required under 7 CFR Part 210.21 (d). "Domestic commodity or product" means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. ("Substantially" means over 51% from American products. Therefore, over 51% of the final processed product, by weight or volume, must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume.)
- i. Limited Exception/Alternatives.** Notwithstanding the foregoing, the Buy American Act provides very limited exceptions or alternatives to the requirements provided in this Section 6.A which may be approved upon request.

Exceptions include:

- a. The necessary product is not produced or manufactured in the U.S in sufficient and reasonable available quantities of a

satisfactory quality; or

- b. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

Before requesting or utilizing an exception, Vendor agrees to consider the following alternatives:

- a. Are there other domestic sources for this product?
- b. Is there a domestic product that could be easily substituted, if the non-domestic product is less expensive?
- c. Am I soliciting bids for this product at the best time of year? If I contracted earlier or later in the season, would prices and/or availability change?

To be considered for the alternative or exception, Vendor's request shall be submitted to the District in writing for prior approval by the District in advance of delivery. The request shall include:

- a. Any alternative substitute(s) that are domestic and meet the required specifications, the price of the domestic food alternative substitute(s); and the availability of the domestic alternative substitute (s) in relation to the quantity ordered; and
- b. The reason(s) for the requested alternative/exception. Reasons may include, but not limited to, limited/lack of availability or price (in which case, include the prices of the domestic food product and the price of the non-domestic food product which meets the required specification of the domestic product).

Vendor performance shall be monitored, as required by 7 CFR 3016.36(b) (2) to ensure compliance with all contractual requirements, including the Buy American Act. Vendor should be prepared to provide certification (packaging information on food products, delivery invoices, and delivery receipts) as to the origin of products and agrees that it has the capability to look back far enough in the Product manufacturing process to be reasonably sure that any significant non-domestic commodity or product content has been identified.

- B. Auditing.** Vendor shall maintain accurate and complete records to document its costs in connection with this Agreement. Throughout the Term of this Agreement, the District reserves the right to conduct audits once per semester to verify that the District has been invoiced for Products in accordance with the terms of this Agreement, specifically, Exhibit A. Vendor will be given at least fourteen (14) days written notice in order to prepare the documents necessary for review. A maximum of twenty five (25) items will be reviewed at each audit. Such audits will not unreasonably interfere with the conduct of Vendor's business. If necessary District and Vendor shall promptly agree to payment adjustments with respect to over charges or under charges revealed by the audit. Payment by either party for any uncontested adjustments determined to be necessary based on the audit findings will be processed within thirty (30) days. Any monies due to District following the audit process shall be offset by all monies due to Vendor, unless monies due to District exceeds the amount due to Vendor, in which case

Vendor shall pay the excess. If non-compliance issues are found in the first twenty five (25) items audited, the District reserves the right to seek audits on another twenty five (25) items. This practice will continue until twenty five (25) items, within a round of auditing, are found to be in total and complete compliance at the District's discretion. Once an audit round reveals complete compliance, or at the District's preference, the audit will end. Only Vendor and District personnel will participate in any audit and the Parties agree that the information provided shall remain confidential.

- C. Safety.** All practices, materials, supplies, and equipment utilized by Vendor in performance of this Agreement shall comply with the federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes. Material Safety Data Sheets must be provided for each item as applicable.
- D. Tax Exemption.** Vendor agrees and understands that District is exempt from various federal, state, and local taxes.
- E. Communication.** Vendor agrees that its assigned account representative shall assist the District by providing assistance as needed, including, but not limited to providing the following service as requested:
- i. Demonstrating new products available on the market.
 - ii. Conducting trainings and workshops as requested either in person or over the internet.
 - iii. Handling District complaints and inquiries about various products and resolving issues.
 - iv. Timely communicating with the District Purchasing Supervisor to discuss shortages and needed substitutions. Vendor's account representative shall contact the District's Purchasing Supervisor by 12:00 PM (noon) three (3) days prior to each delivery to discuss any shortages on that week's delivery and any substitutions that need to be made. Substitutions will not be made without District's prior approval. Substitutions will decrease the fill rate.
- F. Training.** Vendor shall provide initial system training to District personnel to ensure their understanding of the program and the procedures for ordering Products. Training is to be done by a qualified instructor(s) and shall provide for a predominantly "hands-on" type of instruction. The schedule of this initial training will be determined by mutual agreement of the Parties.
- G. Discounts and Rebates.** Vendor will pass on to the District all allowances, discounts and manufacturers rebates in the form of lower prices. The Vendor shall also keep the District informed of any rebates or coupons that may be redeemed by the District and provide tracking information on usage, so the District may take full advantage of all such available rebates and free goods offers.
- H. Damaged Products.** The District shall have no obligation to accept damaged Products and reserves the right to return, at the Vendor's expense, damaged Products even though the damage was not apparent or discovered until after the receipt of the Products. When the Products are returned, a credit will be issued. The Vendor is responsible for notifying the District

Purchasing Supervisor of any late or delayed shipments. The District reserves the right to cancel all or any part of an order if the shipment is not made as promised.

- I. Failed Deliveries.** If Vendor fails to deliver any District order in its entirety, Vendor will take prompt corrective action by either making a special delivery to the District or by arranging for delivery by another vendor. Vendor shall assume any additional costs between the price of the Products originally ordered by the District and the price from the alternative vendor.
- J. Selected Purchases.** The District reserves the right to make selected purchases with other vendors in a “special buy” situation, meaning if another vendor has a bulk pallet purchase with a lower case price than provided by Vendor, the District reserves the right to purchase the pallet at the lower price.
- K. Nutritional Information.** Vendor shall supply the District with printed copies of nutritional analysis as requested and for any new and/or substitution Products.
- L. Commodity Items.** Net Off Invoice items are included in the market basket per Exhibit A. These items must be carried by the Vendor subject to availability from manufacturer.
- M. Sanitation Requirements.** All of the Vendor’s facilities and delivery vehicles must conform to local, state, and federal rules and regulations regarding sanitation and are subject to inspection by District or other officials at the discretion of the District.
- N. Background Checks.** Vendor shall provide to District two types of background checks for employee or subcontract employee who may interact in unsupervised fashion with any District student. These two checks are: Missouri Child Abuse or Neglect/Criminal Record Check; and, Missouri State Highway Patrol Criminal Record Check.
 - i. Vendor will submit these required background checks to District within 14 days of execution of this Agreement. All background checks are required to be on file with District prior to Vendor providing Products to District. All background check documentation shall be delivered to District’s central office. District will notify Vendor of approved and unapproved background checks.
 - ii. It shall be the responsibility of Vendor to ensure all of its employees and subcontractors are in compliance with District access security requirements.
- O. Compliance.** Vendor shall adhere to all of District’s rules, regulations, policies, and procedures when engaged in the performance of this Agreement, including but not limited to Board Policies, the Family Educational Rights and Privacy Act,

20 U.S.C. § 1232(g) (FERPA), 45 CFR §§ 160 and 164 ("HIPAA Privacy Rule"), if applicable, Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act, and all civil rights laws as applicable.

- P. Relationship of the Parties.** District and Vendor are acting herein as independent contractors and independent employers. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect. Vendor and any person employed by or conducting business with District shall not be a partner, employee, agent or joint venturer of District.
- Q. E-Verify.** “Within 7 days of the execution of this Agreement, Vendor shall provide to District an affidavit of compliance with E-Verify rules including a notarized statement that Vendor has enrolled in and is currently participating in E-Verify or an equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA) and that Vendor does not knowingly employ any person who is an unauthorized alien in conjunction with the Products being provided under this Agreement.
- R. Anti-Discrimination Against Israel Act.** To the extent that § 34.600, RSMo. applies to this Agreement, Vendor hereby certifies pursuant to said statute that it is not currently engaged in and shall not for the duration of this Agreement engage in a boycott of goods or services from: the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or, persons or entities doing business in the State of Israel.
- S. Federal Compliance.** Vendor certifies that it and its principals are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.
- T. Other Federal Requirements.**
- i. Vendor must comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - ii. Vendor must comply with the Energy Policy and Conservation Act (42 U.S.C. 6201). Violations will be reported to the Federal awarding agency.

7. GENERAL PROVISIONS

- A. Entire Agreement – This Agreement contains the entire Agreement of the Parties, superseding all other representations, inducements, promises, or agreements between them, oral or otherwise, prior to or contemporaneous, pertaining to the

Products called for under this Agreement.

- B. Non-Waiver – No failure of either party to exercise any power or right this Agreement gives or to insist upon compliance with any obligation under this Agreement, and no custom or practice of the Parties that varies from the terms of this Agreement shall waive either party’s right to demand full compliance with this Agreement.
- C. Severability – In the event any court holds one or more clauses of this Agreement void or unenforceable, the Parties shall treat the clause or those clauses as separate and shall treat the remainder of this Agreement as valid and in full force and effect.
- D. Governing Law, Jurisdiction and Venue – This Agreement shall be governed and interpreted in all respects according to the laws of the State of Missouri. In the event either party must bring a legal or equitable action to enforce any of its rights under this Agreement, the venue for such actions shall be the Circuit Court of Jackson County, Missouri.
- E. Indemnification – Vendor shall defend, hold harmless and indemnify District, its governing Board, officers, agents, and employees from every claim, demand, loss and expense which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, caused by any negligent act or omission, or willful misconduct, of Vendor or any person, firm or corporation, employed by Vendor, including any subcontractors, in connection with Vendor’s performance under this Agreement.
- F. Sovereign Immunity. Nothing in this Agreement shall constitute any waiver of District’s sovereign immunity for lawsuits, pursuant to Missouri law, including, but not limited to Section 537.600 et seq., of the Missouri Revised Statutes.
- G. Assignment & Subcontracting – Vendor may not assign, subcontract, or transfer any of its rights burdens, duties, or obligations under this Agreement without the written consent of the District.
- H. Counterparts – This Agreement may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Agreement. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Agreement.
- I. Fax Signatures – For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered an original signature, and the documents transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or telecopy document is to be re-

executed in original form by the parties who executed the facsimile or telecopy document. No party may raise the use of a facsimile machine or telecopier or the fact that a signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement to this Agreement or any amendment or other document executed in compliance with this paragraph.

- J. Force Majeure – In the event it should become impossible for either party to perform its obligations under this Agreement at any time or times because of Acts of God, government restriction, unavailability of fuel, parts, or supplies, fire, riot, war, civil commotion, or any similar conditions, the party shall be excused from performance; provided that such nonperformance is not due to the party’s own fault or negligence.

IN WITNESS WHEREOF, the Parties’ authorized representatives have signed this Agreement on the dates set forth opposite their names.

INDEPENDENCE SCHOOL DISTRICT

AWARDEE

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: Board President

PRINT TITLE: _____

ATTEST BY: _____

PRINT NAME: _____

PRINT TITLE: Board Secretary


Exhibit A 
PRODUCTS AND LINE-ITEM PRICING

Exhibit B 
DISTRICT'S RFP

EXHIBIT C
DELIVERY LOCATIONS