



Brad Kramer
Director of Nutrition Services
14001 E. 32nd Street South
Independence, MO 64057
(816)521-5371 Fax (816)521-5652

RFP 2022 NS-04
Nutrition Services Produce Supplies

Proposal Due:
May 11, 2022
2:40 pm

1. Background

1.1. Notice

- 1.1.1. Independence School District (the "District") seeks proposals from qualified firms for Produce Supplies products 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 2:40 p.m. Central Standard Time on or before May 11, 2022. 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. If a proposal is not to be submitted, please fill out the Non-Response Bid Form in Appendix D.

1.2. RFP Schedule

- 1.2.1. Issue RFP: April 13, 2022
- 1.2.2. Deadline to supply written questions: April 27, 2022
- 1.2.3. Addendum notification posted with answers to submitted questions: May 4, 2022
- 1.2.4. Bids due: May 11, 2022 by 2:40 p.m.
- 1.2.5. Bid Acceptance: June 14, 2022

2. Requested Items

2.1. Type of items requested:

- 2.1.1. A resulting agreement is intended to cover items in the following categories: Produce Supplies- fresh fruits and vegetables for use in the day-to-day operations of the District's Nutrition Services program.
- 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 C

2.3. Description of items requested:

- 2.3.1. Requirement and Response section is provided in Appendix E.
- 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: June 14, 2022
- 2.4.2. Vendor notification to proceed date: June 15, 2022
- 2.4.3. Contract start, or implementation, date: July 1, 2022

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. Additionally, a summer school program is offered during June and July each year that services approximately 5,100 students. There is 1 production site that is not school-oriented. 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 E- Product Bid Sheet section instructions:
 - 3.1.3.1. For each statement listed, the bidder shall provide an answer in the Response columns.
 - 3.1.3.2. Utilize the week of April 18, 2022 for pricing.
 - 3.1.3.3. Variances in case quantities and weights must be specified in the response section.
- 3.1.4. Evaluation of the bid:
 - 3.1.4.1. To be considered as a bidder, all columns in Appendix E must be answered in the order listed.
 - 3.1.4.2. Appendix E must be completed by the bidder.
 - 3.1.4.3. 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. Auditing: Throughout the life of the agreement the district reserves the right to conduct audits once per semester. A maximum of twenty five items will be reviewed at each audit. Audits shall verify that the bids and amount invoiced are in accordance with the terms of this agreement. Such audits will not unreasonably interfere with the conduct of the contractor's business. The contractor will be given at least 3 days advance notice in order to prepare the documents for review. The contractor shall promptly reimburse the district for any over-charges disclosed by any such audit. If non-compliance issues are found in the first twenty five items, the district reserves the right to seek audits on another twenty five items. If no further issues arise in the second round of audits, the audit will end. If non-compliances are discovered in the second round of audits, the district reserves the right to audit another twenty five items. This practice will continue until twenty five items, within a round of auditing, are found to be in total and complete compliance.
- 3.3.2. Contractor performance will be monitored, as required by 7 CFR 3016.36(b) (2) to monitor contractor performance to ensure compliance with all contractual requirements, including the Buy American provision. Suppliers should be prepared to provide certification (packaging information on food products, delivery invoices, and delivery receipts) as to the origin of products. The successful bidder will be able to look back far enough in the manufacturing process to be reasonable sure that any significant foreign content has been identified.
- 3.3.3. Safety: All practices, materials, supplies, and equipment 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.
- 3.3.4. Hold Harmless: The contractor agrees to protect, defend indemnify, and hold the Board of Education, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of, or relating to, any and all claims liens, demands, obligations, actions, proceedings, or causes of action, of

every kind, and character in connection with, or arising directly, or indirectly out of this agreement and/or the performance hereof.

- 3.3.5. Tax Exemptions: The district is exempt from various federal, state, and local taxes.
- 3.3.6. Law Governing: All agreements shall be subject to, governed by, and construed according to the laws of the state of Missouri.
- 3.3.7. Non-discrimination: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin or religious creed.
- 3.3.8. Service: The successful bidder will have an account representative assigned to the district accounts. The district feels it will be helpful if the person has some prior food service experience so they will be able to understand our needs. This representative should be available to help the district in a variety of instances such as, but not limited to, the following:
 - 3.3.8.1. Demonstrate new products available on the market.
 - 3.3.8.2. Conduct trainings and workshops as requested either in person or over the internet.
 - 3.3.8.3. Handle the district's complaints and inquiries about various products.
 - 3.3.8.4. Resolve problems.
 - 3.3.8.5. Timely communication with the Purchasing Supervisor to discuss shortages and needed substitutions.
 - 3.3.8.5.1. The bidder's account representative shall contact the Purchasing Supervisor by 12:00 noon 3 days prior to 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 lower the fill rate.
- 3.3.9. Training: The successful bidder will provide initial system training to district personnel to ensure their understanding of the program and the procedures for ordering materials. 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 discussed with the winning bidder following their notification.
- 3.3.10. Payment: Payment is processed using the invoices provided at the time of delivery. Statements of purchase must be provided by the vendor, which will be used by the District to reconcile expenditures. Electronic payment options should be available through the District.
- 3.3.11. Discounts and Rebates: The supplier will pass on to the district all promotional allowances, discounts and manufacturers rebates in the form of lower prices. The supplier shall also keep the district informed of any rebates that may be redeemed by the district and provide tracking information on usage, so the district may take full advantage of all available rebates and free goods offers.
- 3.3.12. 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.

- 3.3.13. 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.
- 3.3.14. If the successful bidder fails to deliver in entirety, the supplier will take corrective action either making a special delivery to the district or by arranging for delivery by another vendor. The supplier 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.
- 3.3.15. The bidder must be able to respond to emergency deliveries as they arise due to circumstances beyond the district's control. The district will hold these to a minimum.
- 3.3.16. There shall be no extra, or miscellaneous charges, i.e.- fuel surcharge, 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 an extra charge for any delivery made outside the specified schedule. The district will monitor any chronic deterioration in the order delivery schedule and act upon the problem. The district will exercise reasonable judgment when placing small orders and will make every attempt to place correct orders each time.
- 3.3.17. 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. The supplier will purchase the special order product and ship with the next scheduled delivery. Whenever possible the district will use a product already stocked by the supplier, but reserves the right to request the supplier add proprietary items to stock. The supplier agrees to do so at the discretion of the district. The district will notify the supplier 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.
- 3.3.18. 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.

3.4. Order And Delivery Terms And Conditions

- 3.4.1. 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.
- 3.4.2. 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.
- 3.4.3. The bidder shall deliver all individual orders invoiced by account to each location.
- 3.4.4. The bidder will adhere to HACCP standards, meaning, products shall be maintained at appropriate holding temperatures throughout their staging, loading, transport, and delivery.

- 3.4.5. 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.
- 3.4.6. 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.
- 3.4.7. At the time of delivery, a designated district employee shall sign the invoice once the order has been appropriately received and counted.
- 3.4.8. Deliveries to the district will begin July 1, 2022.
- 3.4.9. 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.

3.5. Terms of Contract

- 3.5.1. Initial term: July 1, 2022 through June 30, 2025
- 3.5.2. Renewals: Renewable annually for two more years beyond the initial term stipulated in 3.5.1. First renewable term: July 1, 2025-June 30, 2026. Second renewable term: July 1, 2026-June 30, 2027.
- 3.5.3. After the initial twelve months, and same subsequent twelve month periods, the prices quoted in response to this RFP 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.

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.

5.2. Cooperative Procurement

- 5.2.1. Indicate whether, if the District accepted your proposal, you would provide the same products and services under the same prices and terms to any public school district located within the greater Kansas City metropolitan trade area.
 - 5.2.1.1. _____ YES _____ NO (Initial Next to one)
- 5.2.2. The prices, terms, and conditions of this RFP and any subsequent term agreement would control the terms of any subsequent agreement.
- 5.2.3. Other public school districts themselves have no obligation under the cooperative procurement agreement to use the RFP, proposal, or agreement unless they are specifically named in the RFP as a joint respondent.
- 5.2.4. The ordering public school district will issue purchase orders and be responsible for all receiving, inspection, payments and other agreement administration.
- 5.2.5. Each public school district that is a party to the joint proposal may act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments, and handle disputes involving shipment to the jurisdiction.

6. Contract terms

6.1. E-Verify

- 6.1.1. Missouri law requires all companies doing business under contracts greater than \$5,000 with government entities to attest that all their employees and subcontractor's employees are "lawfully present in the United States."

6.2. Liquidated Damages

- 6.2.1. The District may assess liquidated damages for work not completed as agreed upon.

6.3. Applicable law

- 6.3.1. Missouri law will govern contracts entered into pursuant to this RFP.

6.4. Termination

- 6.4.1. This agreement may be terminated at any time by the district upon sixty days written notice, should the district determine that it is not in its best interest to continue the agreement and/or the supplier is not performing with the provisions and intent of this agreement. Upon receipt of the termination notice, the bidder shall have twenty days to correct non-compliance issues. If compliance is achieved, the termination notice will be cancelled. This agreement may be terminated by the bidder with sixty days written notice for failure by the district to comply with the agreement terms.

6.5. Compliance with laws and policies

- 6.5.1. Bidder must comply with all federal and state anti-discrimination laws.
- 6.5.2. All work shall meet or exceed the Americans with Disabilities Guidelines.
- 6.5.3. *A-133 Compliance Supplement*: The bidder must certify that they and their principals are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.

6.6. Background Checks

- 6.6.1. Contracts entered pursuant to this RFP must require that all employees who will interact in an unsupervised fashion with students will be fingerprinted and background checked under the background checks required by the District's Board Policies. Results of background checks of employees working directly with students must be provided to District. District reserves the right to refuse to allow any employee access to students if the employee completes no background check acceptable to the District.

6.7. Indemnity

- 6.7.1. The District will not agree to indemnify any bidder for its own negligence, for injuries or damages that do not arise from acts or omission of the District, or for injuries or damages for which the District has sovereign immunity.

6.8. Proposed contract

- 6.8.1. Proposals must include a copy of proposed contracts or service agreements if available or disclose terms required by the proposer of this RFP.

7. Interpretation, Questions, Withdrawal

7.1. Interpretation

- 7.1.1. The District will make no oral interpretations for proposers of meaning of the terms in this RFP.
- 7.1.2. Requests for interpretations to the meaning of this RFP must also be made in writing to Independence School District not later than April 22, 2022 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.
- 7.1.3. All interpretations made to the proposers will be issued in addenda to the RFP and will be sent to all proposers.

7.2. Questions

- 7.2.1. 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

7.3. Withdrawal

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

8. Proposal submission and opening

8.1. Submission

- 8.1.1. Submit proposals in a sealed envelope which is clearly marked "Nutrition Services PRODUCE SUPPLIES" 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
- 8.1.2. Bids must be submitted only on the form provided in this bid document. Required information must be included.
- 8.1.3. 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.

- 8.1.4. 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.
- 8.1.5. 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 _____

8.2. Opening

- 8.2.1. The proposals will be opened and publicly read at the following location on the following date and time:
 - Date: May 11, 2022
 - Time: 2:40 p.m.
 - Location: Nutrition Services Office
14001 East 32nd Street South
Independence, MO 64057.

9. Reservation of Rights

- 9.1. 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.**

10. Proposal Evaluation

10.1. Award

- 10.1.1. 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.
- 10.1.2. 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.
- 10.1.3. 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.

10.2. Acceptance Period

- 10.2.1. All proposal offers must be firm for 365 days from the start of the contract on July 1, 2022.

11. Invoicing and Payments

- 11.1.** Invoices shall be prepared and submitted in duplicate to the Independence School District. Invoices shall contain the following information: contract account number, item number, item

name & description, unit price and extended total by location serviced with a grand total at bottom. District shall receive one invoice per delivery.

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

- 12.1.** 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).
- 12.2.** 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.
- 12.3.** 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.
- 12.4.** 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.
- 12.5.** § 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.
- 12.6.** 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 NS-04 Nutrition Services Produce Supplies

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 NS-04 Nutrition Services Produce Supplies. 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.

Appendix B

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 C

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.

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- under construction
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 oriented site
521-5300
201 North Forest

Appendix D- 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: District Produce NS-04

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 E

Stock Description	Case Description	Brand	Estimated Usage	Vendor Case Cost	District Case Cost	Total	"Buy American" Provision Compliant Y/N
BANANAS PREM 40LB	CS (100/6.4 OZ)	PACKER	3789				
APPLE GOLDEN 138	CS (138/5.5 OZ APPL)	PACKER	1359				
ORANGE 138 CT	CS (138/3.4 OZ ORAN)	PACKER	1197				
APPLE SLICED	CS (4/5 LBS)	PACKER	666				
CARROT IND. PAK 150/2 OZ	CS (150/2 OZ)	PACKER	237				
TOMATO FRESH	CS (10/1LB)	N/A	1971				
GRAPE RED LUNCH BUNCH 150 CT	CS (18 LB)	N/A	887				
SPINACH RAW	CS (4/2.5 LB)	N/A	729				
CARROT WHOLE JUMBO 25 LB	CS (25/1 LB)	PACKER	369				
CARROT BABY 30 LBS	CS (30/1 LBS)	PACKER	414				
CELERY STIX	CS (4/5 LB)	PACKER	108				
LETTUCE SHRED	CS(4/5 LBS)	PACKER	342				
ONION YELLOW 5 LB	PKG (1/5 LBS)	PACKER	315				
LETTUCE ROMAINE 24 CT	CS (1/24 HEADS)	PACKER	234				
CUCUMBER 24CT	CS (24/ 1 CUC)	N/A	126				
LETTUCE ROMAINE 6 CT	CS(6/ HEAD)	N/A	1647				
PEPPERS GREEN 5LB	PKG (1/5 LBS)	PACKER	243				
ZUCCHINI FRESH	CS (20 LB BOX)	PACKER	117				
PEPPER RED 5 LB	CS 1/5 LB)	N/A	85				
CAULIFLW FLORET FRESH	CS (2/3 LB)	N/A	108				
BROCCOLI FLORET FRESH	CS (4/3 LB)	N/A	90				
STRAWBERRIES FRESH	CS(8/1LB)	N/A	27				
APPLE RED 138 CT	CS (138/5.5 OZ APPL)	PACKER	378				
LETTUCE ICEBERG	24 CT	PACKER	5				
ONION RED 5#	CS (5/1 LB)	N/A	162				
WATERMELON WHOLE	MELON (1)	N/A	11				
LEMON 12 CT	CS (12 CT)	N/A	8				

Stock Description	Case Description	Brand	Estimated Usage	Vendor Case Cost	District Case Cost	Total	"Buy American" Provision Compliant Y/N
POTATO BAKERS 100 CT	CS (100/8 OZ)	PACKER	3				
CILANTRO 3 CT	CS (3 CT)	N/A	1				
CANTALOUPE 9 CT	CS(9 CT)	N/A	8				
GRAPE SEEDLESS RED 18 LB	CS (18 LB)	N/A	2				
PEACHES	48 CT		5				
MELON HONEYDEW 3 CT	CS (3 CT)	N/A	7				
PEARS BARTLETT 100 CT	CS (100 CT)	N/A	71				
PINEAPPLE 8 CT	CS (8 CT)	N/A	5				
APPLE GALA 138 CT	CS (138 CT)	N/A	630				
BASIL FRESH L LB	CS (1 LB)	PACKER	8				
KIWI 39 CT	39 CT	PACKER	6				
PLUMS WHOLE	CS (40-50)	N/A	141				
APPLE WEDGE RED IND PACK	CS (100/2 OZ)	PETERSON	213				
Baby Carrot Slim	CS (4/5 LB)		60				
Spinach Fresh Bag	1 LB		25				
Oranges	113 CT		90				
Lettuce Shredded Bag	1 Bag		25				
Broccoli Bag	1 Bag		25				
Pepper Red Julienne	1/5 LB Bag		25				
Pepper Green Julienne	1/5 LB Bag		25				