

 *Growing Together,*

 *Learning for Life*

 Child Nutrition Services/WarehouseCarmen Fischer, MS, RD, LD

 17146 Manchester RDDirector, Child Nutrition Services

 Wildwood, MO 63040-1001

 (636) 733-3251

 (636) 458-7282 Fax

 fischercarmen@rsdmo.org

April 18, 2018

**REQUEST FOR PROPOSAL**

Rockwood R-6 School District is soliciting bids from qualified individuals, firms or organizations to provide Sanitation/Safety Training, Service and Materials for thirty (30) District-owned dishwashers within Rockwood School District. The description of the intended products and services are contained within the RFP.

**PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

1. In order to be considered, proposers must submit two (2) hardcopies of the proposal and one electronic copy. Proposals shall be signed and printed or type written, submitted sealed with the envelope plainly marked with the title and RFP No.: **RFP0418CNSDW.** Proposals shall be delivered to:

Purchasing Buyer

Rockwood School District

111 East North Street

Eureka, Missouri 63025

**SEALED PROPOSALS FOR FURNISHING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED BY 11:00 A.M. CST, ON MAY 2, 2018. Proposals submitted after that time and date will be rejected and returned.**

1. Proposals shall be prepared simply, but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. At the same time, proposals should be as thorough and detailed as possible so that the District may properly evaluate the Proposer's capabilities to provide the required services.

**Important Dates:**

Bid Documents Issued April 18, 2018

Estimated Contract Award Date June 7, 2018

Contract Period July 1, 2018 – June 30, 2019, with the option to renew two additional 12-month terms

Please contact me with questions regarding our specifications or any other concern.

Sincerely,

Carmen S. Fischer, R.D., L.D.

Director of Child Nutrition Services

CSF/hc

Enclosures

**Rockwood School District Child Nutrition Services**

**Request for Proposal**

1. General Terms and Conditions
2. Vendor Qualifications
3. Sanitation and Safety Training, Service and Materials
4. Standard Conditions of Bid
5. Vendor Requirements
6. Product Specifications
7. Awards
8. Prices
9. Condition and Quality of Goods
10. Ordering Process
11. Billing
12. Taxes/Surcharges
13. Pick-Ups
14. Substitution after Award of Bid
15. Inspection and Receiving
16. Acts of God
17. Failure to Comply with Bid Terms and Conditions
18. Contract Provisions
19. Points-Based Incentive Programs
20. Bid Protest Procedure
21. Affidavit of Non Collusion
22. Certification Regarding Lobbying
23. Exhibit 1
24. Affidavit of Work Authorization Annual Renewal Document
25. Signature Page
26. Schedule A (Attached)
27. District Map (Attached)

**General Terms and Conditions**

1. GENERAL TERMS AND CONDITIONS
2. The District intends to enter into a one (1) year contract with the vendor with the option to renew two additional 12-month terms. It is anticipated services will commence on July 1, 2018. Services are expected to be provided to all schools from August thru May and an additional eight (8) Summer School locations during the month of June. Summer School locations vary each year; a list will be provided to the vendor when available.
3. A pricing sheet (Schedule A) is attached to this RFP and must be submitted as part of your proposal. The estimated purchase quantities included in Schedule A, are intended to be used as a reference only and do not imply guaranteed order amounts.
4. No delivery charges or fuel charges will be paid by Rockwood Child Nutrition Services.
5. Supplies specified are to be delivered to each District location. A District map is attached for your reference.
6. Deliveries are required Monday through Friday between 7:00 A.M. and 2:00 P.M. unless otherwise approved and coordinated by the Director of Child Nutrition Services and the successful bidder. *If inclement weather forces cancellation of a delivery day, the supplier will be informed by radio, television or District website (*[*www.rsdmo.org*](http://www.rsdmo.org)*) before 7:00 A.M. of that day if the District is closed.* Holidays are listed on the enclosed School Calendar. The Rockwood Child Nutrition warehouse is closed on these dates.
7. Each delivery must be accompanied by a legible delivery ticket. Successful bidder will provide the Child Nutrition Services office with a **monthly** statement.
8. As required by the USDA Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). **The brand name of the item must be included in the bid and the country of origin if not USA. All items should have the case size and packaging quantity.**
9. Average Daily Participation is 8,124 for lunch and 1,681 for breakfast. District enrollment is 20,892.
10. It is the policy of the Rockwood School District to give preference to commodities manufactured, mined, produced, grown or otherwise substantially originated within the state of Missouri and to give preference to all firms, corporations, or individuals doing business as Missouri entities when quality, delivery and price are approximately the same.
11. As per 2 CFR 200.321 (a) Rockwood Child Nutrition will take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps include: (1) Placing qualified small and minority businesses, and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in items (1) through (5) of this section.
12. All products on which bids are submitted must conform to the “Best American Provision” of Public Law 100-237. It will be the bidder’s responsibility to supply information to verify products submitted for purchase are domestically produced where possible. If a product bid is not domestically produced, the country of origin must be provided with the bid. All products will contain only FDA approved ingredients. All products will conform to the federal, state and local regulations. All products will be packed or wrapped in clean, suitable grease and moisture proof container or wrappings. Delivery cases, trays and storage/display racks supplied must be sanitary, free from visible dirt, grease or corrosion and in good repair.
13. Contractors must maintain all required records for **three (3)** years after final payment and all other pending matters are closed for all negotiated contracts. Duly authorized representatives of the Local Education Agency, State Agency, United States Department of Agriculture, or Comptroller General must have access to any books, documents, papers and records of the contractor, which are directly pertinent to all negotiated contracts.
14. The successful bidder must provide a certificate of insurance for general liability, including product liability in the amount of $1,000,000 listing Rockwood School District as an Additional Insured for the school year.
15. Any deviations from the specifications as stated, i.e. escalation clause, discount for early payment, **must be stated in writing** and included with the bid.
16. Contractor agrees that any employee acting on behalf of the contractor and performing duties on District property will adhere to District policies related to staff conduct, including but not limited to: banning the use of tobacco on District property, drug-free workplace and activities that could be viewed as unethical or a conflict of interest. Vendors whose staff will regularly enter school buildings will perform background screening on each staff member to ensure that they are not on a sexual offender or predator list. A complete list of District policies can be found at:

<http://www.rsdmo.org/boardofeducation/policiesandregulations/Pages/default.aspx>

1. As an independent contractor of the District, contractor will provide documentation and a sworn affidavit that all employees of the contractor are not considered unauthorized aliens as defined by federal law and are enrolled in and actively participate in a federal work program (FWAP) used to verify citizenship information of newly hired employees under the Immigration Reform & Control Act of 1986. Contractor must also sign and provide to the District an affidavit indicating they do not knowingly employ any unauthorized aliens under this agreement.
2. The Rockwood School District Board of Education reserves the right to terminate any contract at any time for due cause, which includes unsatisfactory service or substandard products.
3. Contractor is required to recognize mandatory standards and policies related to energy efficiency, which are contained in the Missouri State Energy Plan dated October 2015 issued in compliance with the Energy Policy and Conservation Act (PL 94-165).
4. Each bidder should read carefully the information printed on the bid forms and the specifications on each item. Substitute items bid as equal to brand specified will be judged by Rockwood Child Nutrition Services. Rockwood Child Nutrition Services reserves the right to make final decisions on whether such substitute items are approved equals.
5. The bidder bears the full responsibility to take the necessary steps to ensure its understanding of the needs of Rockwood Child Nutrition Services by conducting site visits if necessary before the bid submission date. Since the bid is explicit, the bidder is expected to thoroughly read the bid documents and bears the responsibility to understand and meet all requirements.
6. Vendor Qualifications

Only qualified companies will be allowed to offer bids. The following criteria must be met before a potential Vendor is qualified:

1. Product Line: The potential Vendor shall provide proof that the items listed in Section 3 are in stock or can be obtained.
2. Capacity: A bidder must clearly demonstrate to District officials that he/she has the capacity, physically and financially, to supply item so the District in economical quantities as required. When distributor stock numbers are not available, distributor must show written proof that he/she will be able to supply items. Those items not available should be available within fifteen (15) working days of the bid award.
3. Reliability: A successful bidder must have a proven (or believable) record of service particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A distribution may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the seller and the District.
4. Financial Capacity: The potential Vendor shall have financing adequate to purchase items in economical quantities. At the request of the District, the potential Vendor shall provide three (3) written references to document adequate financial capacity.
5. Accounting Practices: A potential Vendor must clearly demonstrate to District officials the capability to provide accurate, reliable and timely reports. Moreover, a potential Vendor must demonstrate the capacity to spontaneously provide data for periodic review of prices by District officials.
6. Pre-Proposal Conference Performance: If the District has no historical records to document compliance with the requirements, three (3) letters of reference from other school districts shall be provided.
7. Sanitation and Safety Training, Service and Materials

Rockwood School District requests bids on a comprehensive, custom-designed food safety system with documented ongoing results. The bidder will provide a complete HACCP Food Safety System composed of personnel instruction and documented training including, color coded Material Data Sheets, mixing and use posters, management and inventory control system and a documented routine reporting system for management as an integral part of this proposal. Respondents are to attach a syllabus of their proposed service program including: schedule of routine training to each individual school (each school is to be serviced monthly during the school year), training material (including color coding), training outlines, copies of all cafeteria used forms, documentation reports and copies of proposed control forms and reports for management use.

The continuing program should offer ongoing support with HACCP experts at regular intervals to accommodate menu offering changes, menu changes, menu expansion, etc. In such instances, the Rockwood Child Nutrition Services Department will have access to HACCP professionals for plan changes and on-site instruction to ensure that the changes are instituted to each site on an ongoing basis.

This comprehensive Sanitation, Safety, and HACCP system should be included in the proposed monthly service fee. All installation, services, materials and consultation fees are to be included in this price.

Additionally, a list of materials and samples of required dispensing equipment and/or bottles (displaying permanently silk screened OSHA compliance data) should be submitted with the bid and subsequently made available to schools at no additional cost.

1. Service
2. Initial ongoing site-based sanitation and safety in-service training. In-service visits every two weeks during initial training period or as needed and/or requested by site manager. Initial training period should be for a period that is not less than one month.
3. Service reports after each visit should be sent to the Child Nutrition Director. Reports will include date and time spent at each site and a brief description of the training services.
4. The successful vendor will provide sufficient service personnel to coordinate complete implementation of program to each school site within thirty (30) working days of bid award.
5. Vendor will provide direct delivery to each school site of chemical products, training material, dispensing equipment, etc.
6. Trained service personnel will ensure all necessary Safety Data Sheets for all products are posted in each school site in accordance with OSHA's hazardous communications Act. Trained service personnel will ensure all mixing/usage cards; charts and other instructional materials are posted throughout the food service area.
7. All charts, posters, instructional materials, support materials, bottles, containers, etc. will be in English and Spanish. All equipment will also be labeled with instructions in the before-mentioned languages.
8. Vendor will agree to a 48-hour response time to any location with re-supply of needs or technical needs.
9. Vendor to provide after the implementation period a detailed schedule of all service call times and dates for each site for the entire school year.
10. Vendor to perform annual Hazardous Materials Audit at each site to access potential liability. Within ten (10) working days of audit, submit written recommendations to the Child Nutrition Director with plans and recommendations for elimination of potential liabilities and hazards.
11. A Procedure and Reference Guide in a washable binder for each site, outlining the safe and effective use of cleaning chemicals and supplies, safe food handling and workplace safety (**prior to publishing, the Director of Child Nutrition Services must approve the procedures**).
12. Product Specifications

The Vendor must provide and deliver F.O.B. destination, freight prepaid to each site, as a condition of this contract and at no additional cost to the Rockwood Child Nutrition Services Department, cleaning chemicals and supplies in sufficient quantity to meet the levels of sanitation required by the St Louis County Health Department and the Rockwood Child Nutrition Services.

Where protocols exist, all cleaners must be certified as Green Seal, EcoLogo, or carry the Safer Choice (an EPA Partnership Program) label. **Proof of certification or labeling must be included in Request for Proposal packet with product descriptions.**

Package labeling must exhibit clear dilution and use directions in English and Spanish. Detergents must dilute instantly in hot or cold, hard or soft water. Products shall make an effective cleaning solution, which leaves no film or residue, and shall not stain or discolor equipment when used at recommended proportions. At a minimum, these chemicals and supplies must include:

1. Anti-Microbial Liquid Hand Soap

Product must be an anti-microbial hand cleaner with strong washing power and good skin compatibility. Must clean all light dirt without the use of scrubbers and solvents. Product must prevent excessive swelling of the skin. Must maintain the skin’s natural protective acid mantel, which serves to protect it from bacterial or fungal infection. Must be a clear, viscous liquid: density (at 20C) approximate 1.03g/cm 5. Must be packaged in ready to use containers that are used in conjunction with a dispenser or be able to be poured into a dispenser. Product will be unscented or lightly scented.

1. All-Purpose Cleaner (for floor cleaning and spray applications)

To be used with manual and/or machine cleaning methods. To be a low sudsing, easy to rinse detergent. Product to be biodegradable and make a clear, soluble solution, which leaves no film or residue and does not stain or discolor when used at recommended proportions. Product must dilute in hard or soft water. Chemical composition: Blend of mixed liquid ammonium chlorides. Portion packed in easy to handle packaging.

1. Sanitizer (quaternary solution - no chlorine)

Concentrated liquid blend of quaternary ammonium compounds. Must be EPA registered. Product to be biodegradable and must dilute in hard or soft water. Provide active quaternary sanitizer equivalent to 50ppm available chlorine. Chemical composition: Blend of mixed liquid quaternary ammonium chlorides. Portion packed in easy to handle packaging.

1. Multi-Purpose Degreaser (for degreasing floors and spray applications)

To be used for heavy-duty cleaning, degreasing of floors, food and nutrition equipment and other difficult-to-clean surfaces. Product to be biodegradable and must dilute in hard or soft water. Chemical composition: Blend of mixed liquid quaternary ammonium chlorides. Must be portion-packed in easy to handle packaging.

1. Concentrated Liquid Pot and Pan Detergent

Concentrated liquid blend of high-foaming detergents, solvents and water conditioning agents. Biodegradable. USDA list: Category A-1 requires a potable water rinse following use on food preparation or serving surfaces. Portion control package: each package makes one-quart bottle of concentrate of 25 gallons in three-compartment sink.

1. Germicidal Detergent (for cleaning and disinfecting)

Concentrated liquid quaternary ammonium compound or equally effective compound to provide a broad spectrum of effectiveness against a variety of gram positive and gram negative organisms including antibiotic resistant staphylococcus; clean all surfaces including those that are resilient; rid odors by removing odor-forming bacteria; leave no masking or cover-up odor. Must be biodegradable and equal to EPA registration No. 8722-1; USDA list category D-1. Product shall make a clear, soluble solution, which will leave no film or residue and shall not stain or discolor when used at recommended proportions.

1. Medicated Hand Cream/Lotion

Product must be slightly oily, silicone-free skin care lotion, which spreads easily, works well into skin, and leaves no residual fat layer. Product must break the dry skin cycle and restore the skin's natural moisturizing properties. Must be suitable for the face and all parts of the body it may contact. Product must be white or clear, silicone-free of the water-in-oil emulsion type. Must be packaged in ready-to-use containers that are used in conjunction with a dispenser or be able to be poured into a dispenser.

1. Protective Barrier Cream

Product to be a water-repellent protective cream for the skin for use against aqueous media such as cleaning and disinfectant agents, acids, alkalis and water mixed oils. Slightly scented or unscented, fatty, silicone-free of the water-in-oil emulsion type. Product is to be packed in individual portion packets or easy to use tubes.

1. Dish Machine and Lime Remover Chemicals

Automatic dispensing equipment for product items 9 & 10 must be provided and installed at each dish machine in every school kitchen that has a dish machine, and maintained as a condition of this contract.

1. Dish Machine Detergent

A 100 percent concentrated, automatically dispensed, closed-capsule product system. Highly effective on various soil conditions. Packed with extra water conditioners and soil suspension agents to control minerals and re-deposition of soils. Surfactants strip away film that causes spots, streaks and stains.

1. Dish Machine Rinse Additives

Eliminates filming and reduces drying time on all types of ware products including plastics. Surfactants work with the rinse water for exceptionally fast sheeting action. Effective in hard water conditions and yet is low foaming when used in soft water.

1. Lime Removal (Descaler)

Mild acid plus liquid detergent formulation removes lime film, iron stains and scale on many washable surfaces. Designed for use in dish machines and other applications.

1. All-Temperature Laundry Detergent

A concentrated, low sudsing detergent for use in all temperature commercial washing machines. Product must help to remove soils and keep them in suspension for easy rinsing. Product must be designed for use on terry cloth, aprons, wiping cloths and many other fabrics.

1. The Following Other Items to Be Included, But Not Limited to:
2. Elbow-length pot and pan gloves
3. Flexible gloves appropriate to wear when cleaning
4. Green scouring pads
5. Oven scrapers
6. Goggles
7. Sanitizer test kits
8. Dispensing equipment (with OSHA complaint labeling and instructions)

The District reserves the right to negotiate the quality of the items proposed by the vendor for this category. In all cases the District shall be the sole judge of what is considered equal.

1. Materials/Ancillary Items Vendor to Provide
2. Vendor will provide Material Safety Data Sheet (MSDS) sheets, temperature logs, procedures for cleaning materials, charts, posters and any training materials pertinent to employee training and follow-up.
3. Adhesive or method to secure posters, etc. at each site much be provided.
4. Vendor will provide notebooks, binders and any materials deemed necessary for proper documentation and training for each school site.
5. Vendor will provide pac cutters, sanitizer test kits, sanitizer logs, oven scrapers, spray bottles, dispensing equipment, dishwashing gloves and goggles as needed, including re-supply throughout the duration of this program.
6. Vendor will ensure all bottles, containers and dispensing equipment has OSHA-compliant labeling.
7. Vendor will provide English and Spanish training videos, which will include all the facets of the program to the Rockwood Child Nutrition Services Department to be used for continuous training and retraining of staff and new employees. These videos will not replace the personalized training provided by the service personnel.
8. Vendor to provide procedure and reference manual covering the mixing, use and application of all materials used in the program. Reference guide to be complete with bilingual usage, application tools and task list.
9. Vendor to provide after the implementation period, a detailed schedule of all service call times and dates for each site per semester.
10. Vendor will provide a staff recognition and motivation program tied into the monthly site visits utilizing a site visit, grade sheet, or rating sheet. Recognition will be on a monthly and yearly schedule, based on the Child Nutrition Director's request. The Child Nutrition Services Department and Vendor will jointly determine the details.
11. Service will also be continued for all sites "remaining open" for summer school, or for any other program(s), which include the Child Nutrition Services Department.
12. Vendor shall be sole Vendor and shall fulfill all items and requirements of the proposal.
13. Dispensing equipment for these products must be provided and installed at each hand-washing sink and each dish machine in every school kitchen (where and when applicable) and maintained as a condition of this contract.
14. Terms
* Vendor will provide proposed program at thirty (30) sites for ten months
* Service will also be continued for all sites open for Summer Academy Programs
* Service will be continuous for any school with year-round service
* Vendor will submit the staff's education, training, position in the firm, and relevant experience for administering program
* Vendor must provide a minimum of three (3) written references from school districts that use this Sanitation & Safety Training Program
* Vendor shall be sole Vendor and shall fulfill all items and requirements of the proposal
1. Program Costing

The proposed price shall be for implementation and delivery of the specified sanitation and safety training program, service and materials on an **annual basis**. Monthly billings will be based on the annual program cost divided by the number of months in the academic year (August thru May). Billing will be in equal installments starting August 2018.

Prices quoted shall be F.O.B. destination to all school locations listed in the attached District Map. The District reserves the option to expand the scope of this RFP for two (2) consecutive years.

1. Extension

This contract for the 2018-2019 school year may be extended for two additional 12-month terms at the discretion and consensus of both parties. Cost increases or decreases may be absorbed by the District based on the consumer price index or wholesale price index, but may not exceed 3%. In the event of more than a 3% increase or decrease this contract must be renegotiated.

1. STANDARD CONDITIONS OF BID
2. General Conditions
3. Delivery and service once a month to 30 sites.
4. Delivery charge to be INCLUDED in price quotations.
5. Substitutions to be approved by Child Nutrition Services Office prior to delivery.
6. Bid quantities will be met as nearly as possible based on budgetary guidelines.
7. Prior 10-day approval of equal brands required.
8. Substitution without prior approval is cause for disqualification of entire Bid.
9. Orders SHALL be addressed (and delivered to) cafeteria managers.
10. Rockwood School District will not be responsible for merchandise delivered to locations other than cafeterias and signed for by unauthorized parties.
11. Required Criteria

Sanitation & Safety Training, efficiency and safety analysis and routine scheduled services are a mandatory part of this bid. The Sanitation and Safety Training Program, including HACCP Plan, Service, Materials, Quality of Presentation and Cost documentation must be submitted with the bid packet. Each item outlined below must be addressed specifically to be in compliance with the requirements of this bid.

* + - 1. Sanitation & Safety Training Program
* Safety Training Program Packet
* Reference Guide for Chemical Usage
* Staff Recognition/Motivation Program
* Training Videos for Program Training & Retraining
	+ - 1. HACCP Plan
* Proposal for Standard Operation Procedures
* Staff Qualifications
* Staff Training Plan
* Program Verification
	+ - 1. Service
* Schedule of Service
* Service Report
* Trained Service Personnel/Number of Service Personnel
* Reference of Current Operational Program
	+ - 1. Materials
* Product Appropriateness for School Food Service
* Effectiveness of Cleaning Product
* Method of Dispensing
* Clarity of Instructions for Product
* Ware washing-color coded etc.
1. Vendor Requirements
2. Training: Vendor is expected to provide the following training requirements for Rockwood School District employees:
	* On the job training of specialized handling procedures for all chemical products
	* Training Modules approved for USDA Professional Standards requirements
	* Poster/Operating Charts
	* Monthly in-services sessions for Child Nutrition Staff
	* Online training
3. Service Audits: Vendor shall conduct **monthly** service calls at each building location and evaluate the items below:
	* Chemical usage and machine performance
	* Monitor dishwasher temperatures
	* Monitor chemical concentrations
	* Monitor ware washing equipment
4. Reporting: Computerized service reports for each service call shall be provided by the vendor to the Director of Child Nutrition and include, but not be limited to, the following information:
	* Detailed information documenting the areas of review and action taken.
	* Identification of potential problems
5. Material Data Safety Sheets: Vendor will be expected to provide a Material Data Sheet for each building location on an annual or as needed basis.
6. Inventory: Vendor shall be accountable for ensuring products are received in a timely manner.
7. Equipment Maintenance: Vendor maintenance responsibilities shall include the following:
	* Installation of the dispensing equipment
	* Reporting any dish machine issues to the Director
	* Vendor is required to be onsite with 36 hours after service call is placed for issues related to dispensing equipment
8. Product Specifications

Dishwashing products must comply with the following standards:

* + OSHA Compliant
	+ Green Seal Certified or EPA registered
	+ Chemical products must ensure ease of handling and include easy to read instructions
1. Awards
2. The award will be made by the Rockwood School District Board of Education, or its authorized representatives. The District reserves the right to reject any or all bids, waive any informalities in the bids received and to award the bid on the basis of any single bid or any combination of bids that best conform to the bid conditions and specifications, and will be most advantageous to the District, price and all other factors considered.
3. All factors including service, accuracy, price and other amenities will be considered when evaluating the bids. Rockwood Child Nutrition Services will perform a cost or price analysis wherein independent estimates are created prior to issuing the request for proposal. Rockwood Child Nutrition Services reserves the right to reject any or all bids based solely on Rockwood Child Nutrition Services evaluation and to waive any technicalities. This does not obligate Rockwood Child Nutrition Services to pay any costs incurred by vendors related to submission of proposals in response to this request for bids.
4. Rockwood Child Nutrition Services may wish to visit Supplier’s facilities, warehouse(s), or other facilities and may use the visitation as a basis for accepting or rejecting proposals. Supplier(s) shall, upon request and at no charge, accompany Rockwood Child Nutrition Services personnel.
5. Rockwood Child Nutrition Services shall have the right to reject any or all products furnished, which in its sole opinion, are not in strict conformity with the requirements of the bid specifications.
6. Successful bidder will be notified of bid item, brand and estimated usage quantities needed as soon as possible after awards.
7. Prices
8. Proposers are cautioned that services must be furnished at the fees, costs and/or rates submitted and proposed unless otherwise stated. A standard pricing sheet (Schedule A) is attached to the RFP and must be included as part of your proposal.
9. The District will not incur any costs or deposits related to equipment (cases, coolers, racks, trays, etc.) supplied by bidder.
10. All bids shall be deemed final, and no bid shall be subject to correction or amendment for error or miscalculation.
11. All bid prices shall be quoted as ‘delivered’ prices to each Rockwood Child Nutrition Services location in St. Louis County, Missouri, unless otherwise specified.
12. Condition and Quality of Goods
13. Any products dated or coded for freshness must be delivered prior to the end of its freshness period and with a minimum of 10 days’ duration prior to expiration or pull date of product. Any outdated products received will be rejected and vendor will be required to credit the value of these products to the District. The successful vendor must supply any freshness code information to the District authorized representative prior to the first product delivery of the school year and/or when there are any changes in the coding information during the bid period.
14. Ordering Process
15. After awarding of bid, orders will be placed via vendor’s online website, email, phone call, completed order form in person and/or any other method agreed upon between Rockwood School District/Child Nutrition Services and vendor.
16. Billing
17. Payment to vendors for purchases made with purchase orders will be submitted and processed under Rockwood School District/Child Nutrition Services normal payment procedures that generally provide for the issuance of payments approximately 45 days subsequent to the delivery of product and/or services.
18. Cost of all returns shall be the responsibility of the successful bidder.
19. Successful bidder must be able to provide to the satisfaction of the District accurate, reliable and timely reports (invoices, statements, rebates and credits).
20. Taxes/Surcharges
21. Surcharges for transportation, fuel and all other fees are to be included in the total bid cost. No additional charges will be considered after the bid has been submitted.
22. Pick-Ups
23. All pick-ups shall be accompanied by delivery tickets or packing slips. Tickets shall contain the following information for each item delivered: Name of Article, Item Number, Quantity, Date and the Name of the Manufacturer.
24. Cases must be delivered on pallets to maximize delivery dock time.
25. Substitution after Award of Bid
26. Bid pricing on new items may be requested at any time throughout the contract period. The vendor has 15 days to solicit bid pricing from the manufacturer and provide the District with the price.
27. Inspection and Receiving
28. The District reserves the right to inspect delivered goods. If the goods cannot be inspected at time of delivery, the successful bidder shall abide by the results of an inspection at a later time. The successful bidder agrees that any discrepancies will receive prompt attention and correction.
29. Acts of God
30. Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
31. Failure to Comply with Bid Terms and Conditions
32. If the successful bidder fails to deliver as ordered, the District reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder’s expense, or to purchase from other sources and deduct the cost from the successful bidder’s contract.
33. Contract Provisions
34. 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 exclusions 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.” SAM Exclusions 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.

As required by Executive Order 12549, the undersigned certifies the following:

1. The bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency according to Executive Order 12549 title Debarment and Suspension.
2. The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons
4. Federal Work Authorization Program (“E-Verify”) Forms 23.1 and 23.2. Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of $5,000.00 with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verified). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.
5. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
7. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
8. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 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. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
11. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
12. Points-Based Incentive Programs

It is requested to include/provide ongoing support similar to Cool School Café point, or an equivalent, to benefit the foodservice program.

1. Bid Protest Procedure

Formal protests regarding the bid AWARD must be received in writing by the Director of Child Nutrition Services within ten (10) business days after the date of the award. If the tenth day falls on a Saturday, Sunday or District holiday, the period shall extend to the next business day. Protests filed regarding the bid AWARD after the ten (10) business days will not be considered.

The protest shall contain, at a minimum, the following information:

1. Clear indication that the communication is a formal, written protest
2. Name, address and phone number of the protestor
3. Solicitation Number
4. Detailed statement describing the grounds for the protest
5. Supporting exhibits, evidence or documents to substantiate the claim

A timely and complete bid protest will be reviewed and decided by the Director of Child Nutrition Services. An incomplete protest or one that does not establish that the protester has standing to challenge the award will be summarily denied. A decision addressing the merits of the protest will contain findings of fact and an analysis of the issues presented in the protest. The decision will sustain or deny the protest. If the protest is sustained, available remedies include canceling the award.

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**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**Statement for Loan Guarantees and Loan Insurance**

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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|  | Applicant’s Organization: |  |  |
|  |  |  |  |
|  | Printed Name and Title of Authorized Representative: |  |  |
|  |  |  |  |  |  |  |
|  | Prefix |  | First Name |  | Last Name |  |
|  |  |  |  |  |  |  |
|  | Title: |  |  |
|  |  |  |  |
|  | Signature: |  |  | Date: |  |  |
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| **Certification Regarding****Debarment, Suspension, Ineligibility and Voluntary Exclusion****Lower Tier Covered Transactions** |

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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| --- | --- | --- |
|  |  |  |
| Company Name |  | DUNS # |
|  |  |  |
|  |  |  |
| Authorized Representative’s Printed Name |  | Authorized Representative’s Title |
| *Authorized Representative’s Signature*  |  | Date |

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal 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 DOL.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it 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 List of Parties Excluded from Procurement or Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**AFFIDAVIT OF WORK AUTHORIZATION ANNUAL RENEWAL DOCUMENT**

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization Annual Renewal Document.

Comes now \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)***

|  |  |  |
| --- | --- | --- |
| Authorized Representative’s Signature |  | Printed Name |
|  |  |  |
|  |  |  |
| Title |  | Date |
| E-Mail Address |  | E-Verify Company ID Number |

Subscribed and sworn to before me this \_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am

 (DAY)(MONTH, YEAR)

commissioned as a notary public within the County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of

 (NAME OF COUNTY)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and my commission expires on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(NAME OF STATE) (DATE)

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Signature of Notary |  | Date |

1. Signature Page

Rockwood School District

Child Nutrition Services

General Bid Terms and Conditions

2018

**I have read the above bid terms and conditions and agree to them all.**

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_