

 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

February 11, 2019

**REQUEST FOR PROPOSAL**

Rockwood R-6 School District is soliciting bids from qualified individuals, firms or organizations to provide a Pizza Program for onsite pizza preparation for specified cafeteria(s) 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 one (1) hardcopy of the proposal and one (1) electronic copy. Proposals shall be signed and printed or type written, submitted sealed with the envelope plainly marked with the title and RFP No.: **RFP0219CNSPZA.** 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 3:00 PM CST ON FEBRUARY 28, 2019. 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 February 11, 2019

Estimated Contract Award Date April 4, 2019

Contract Period April 5, 2019 – June 30, 2020, 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/hk

Enclosures

**Rockwood School District Child Nutrition Services**

**Request for Proposal**

1. General Terms and Conditions
2. Vendor Qualifications
3. Pizza Program
4. Pizza Products Specifications
5. Equipment Specifications
6. HACCP Requirements
7. Inspection and Testing
8. Net Container Quantity
9. Standards of Identity
10. Delivery Location
11. Standard Conditions of Bid
12. Awards
13. Prices
14. Condition and Quality of Goods
15. Ordering Process
16. Billing
17. Taxes/Surcharges
18. Pick-Ups
19. Substitution after Award of Bid
20. Inspection and Receiving
21. Acts of God
22. Failure to Comply with Bid Terms and Conditions
23. Contract Provisions
24. Points-Based Incentive Programs
25. Bid Protest Procedure
26. Affidavit of Non Collusion
27. Certification Regarding Lobbying
28. Exhibit 1
29. Affidavit of Work Authorization Annual Renewal Document
30. Signature Page
31. Schedule A (Attached)
32. District Map and School Calendar (Attached)

**General Terms and Conditions**

1. GENERAL TERMS AND CONDITIONS
2. The District intends to enter into a fifteen (15) month contract with the vendor with the option to renew two additional 12-month terms. It is anticipated services will commence on April 5, 2019. Services are expected to be provided to one high school August through May and possibly through the month of June, if the high school is a Summer School location, as Summer School locations vary each year.
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 this RFP and/or 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 specified 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 Proposer. *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 Proposer 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 at Eureka High School is currently 436 for lunch. Eureka High School enrollment is currently 1,667.
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 Proposer’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 Proposer 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>

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 proposer 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 Proposer 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 Proposer 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 Sections 3 through 5 are in stock or can be obtained.
2. Capacity: A proposer must clearly demonstrate to District officials that he/she has the capacity, physically and financially, to supply item to 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 proposer 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. Terms
* Vendor will provide proposed program at one (1) site for ten months
* Service will also be continued for same site if open for Summer Academy Program
* 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 Pizza 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 Pizza Program 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 through May). Billing will be in equal installments starting April 2019.

Prices quoted shall be F.O.B. destination to all participating 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 April 5, 2019 through June 30, 2020 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. PIZZA PROGRAM

Rockwood School District Child Nutrition Services is seeking to establish a contract for the purchase of pizza products and the supply of the equipment and fixtures needed for onsite pizza preparation within the schools as part of a Pizza Program. This program shall initially encompass one high school with the possibility of expanding to additional schools, if program is successful.

1. Definitions
	* + 1. **Damaged Items**: Refers to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of a label that would hinder identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item.
			2. **Product**: A dry product that does NOT require freezing or refrigeration.
			3. **Pack Size**: With some items the bid unit does not represent a package configuration by which the item would normally be purchased. In such instances, the Proposer will be required to bid according to the designated bid unit and also state how the product will be packaged and to provide a cost for purchase unit.
			4. **Purchase Unit**: The package configuration (case, carton, box, bag, etc.) by which the product would normally be sold. This shall also mean packaging being referred to when the term “case price” is applicable.
			5. **NSLP**: National School Lunch Program.
			6. **SBP**: School Breakfast Program.
2. Onsite Training
3. The successful Vendor must have staff for training purposes. Prior to beginning operation of this program within the schools, the Director Child Nutrition Services, and/or designee(s) shall personally receive one (1) full day of training, eight (8) hours each day at no costs to the District. The training will be held at a location within the District and is yet to be determined. Should the District elect to move the training from one location to another within the District, the District will be responsible for all costs of any additional training required in connection with the move.
4. In addition to the initial training, training must be provided at no cost to the District, two (2), six (6) hour days onsite at each school participating in the program.
5. Other training such as video and online training should be made available at no cost as needed and on demand.
6. Products, Supplies, and Equipment: The successful Vendor shall provide all supplies, advertising, and equipment for this program. The District shall maintain all supplies and equipment in good working condition and will be responsible for replacing any company-owned graphics, signage, supplies or equipment that becomes inoperable or unsanitary due to neglect or which do not conform to the requirements established by the successful Vendor.
7. Products: Product must be supplied to specified schools in the District that are participating in the program on a weekly schedule. Refrigerated trucks must be used for all food deliveries. Delivery time is acceptable from 7:00 A.M. to 2:00 P.M., Monday through Friday, except for school holidays and unless otherwise approved and coordinated by the Director of Child Nutrition Services and the successful Proposer. 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.
8. Equipment: All equipment (ovens, proof boxes, work tables, heated self-serve display cabinets, kiosk counters, menu boards) and small wares (pizza pans, pan holders, pizza cutters, bread loaf pan, ingredient containers, etc.) shall be supplied to the District up front. Any small wares that are lost or stolen will be replaced by the District at the District’s expense. The Vendor will be responsible for installation of all equipment. The Vendor shall maintain the equipment in good working order at all times. If a piece of equipment gets broken from no neglect on the part of the District, the Vendor will repair the equipment within twenty-four (24) hours upon notification by the District, at no expense to the District. In the event the equipment cannot be repaired within a twenty-four (24) hour timeframe, the Vendor must have the ability to provide loaner equipment in the event of a breakdown of equipment. Loaner equipment must be provided within twenty-four (24) hours of notification by the District.

The successful Vendor shall supply the District with a list of electrical needs for operation of all electrical equipment. The District will be responsible for ensuring that all electrical connections are in place prior to the beginning of this program.

1. Costs: Costs shall include all charges of food products. Delivery charges must be included in the costs of the food. No hidden costs or charges will be accepted. The District shall incur the costs of food only. The exception will be if up-charges for equipment are added and must be documented and reported to ensure that the prices change once the equipment is paid off.
2. Estimated Usage: The estimated usage is approximately 319 pizzas per school day.
3. Uniforms: The successful Vendor will be responsible for supplying three (3) complete shirts/hats for each District employee involved in the pizza program, at no cost to the District.
4. Initial Inspection: Before commencement of the contract, the successful Vendor shall make an inspection of all District facilities for which this program is intended, to endure that the equipment proposed for the program will work in the space designated for use.
5. Inspections: Vendor must visit participating school(s) on a minimum basis of once every three (3) months to ensure proper execution of the program. This may be accomplished by the person delivering the product(s), if they are properly trained in the handling and execution of the program.
6. Site Visits: The District must be able to visit several sites under production with the same program as requested in this solicitation, prior to the awarding of a contract.
7. Professionalism: The District reserves the right to remove any individual employed by the Vendor from the District’s property who may not be conducting him/herself in a professional manner or who may not be dressed properly, if it is in the best interest of the District.
8. Samples: Upon request, Vendor must be able to provide sample products to the District for sampling among students and staff.
9. PIZZA PRODUCTS SPECIFICATIONS

Product must be Smart Snack compliant. Proposer must submit with their bid the nutrition facts labels and ingredient labels for pizza products.

1. Pizza dough needs to be seven (7”) in diameter and 3 oz. made with honey wheat formula raw dough that must meet USDA regulations. The dough should be pre-pressed and docked. The dough should be proof ready (raw) and not par-baked. It should perform as a pan-style pizza and have the flexibility to make calzones and oven baked fold-over style sandwiches.
2. The District’s intent is to supply the cheese; however, the District would like to have the option to purchase cheese products if needed from the successful Vendor. The cheese must be one-hundred percent (100%) skimmed Mozzarella and be individually quick frozen (IQF).
3. The sauce shall be packed in bags or approved containers and made from crushed tomatoes and not paste.
4. The toppings shall not have any fillers or extenders.
5. The program must offer a pre-assembled clam-shell box with a branded logo and place for marking both times and flavors.
6. The entire pizza must be able to be fully baked on a conveyer oven supplied by contractor on a belt time of 3 ½ minutes or less. The oven should be supplied to the District at no up-front cost to the District.
7. EQUIPMENT SPECIFICATIONS
8. All equipment and supplies must be supplied up-front to the District. Equipment exceeding $5,000 will come with manufacture warranties. Warranties must be spelled out in the bid process, including extended warranties. Equipment assessment process will include electrical needs. Equipment will be new.
9. Pizza concept equipment shall have a branded look and be supplied by the Vendor to the District.
10. Vendor shall supply one (1) oven per school participating in the program. Ovens must be Electric Conveyer Impingement Ovens, which do not require hoods and have the ability to bake three hundred (300) seven inch (7”) pizzas per hour.
11. Vendor must supply one (1), three (3) or more tiered self-serve pizza warmer per participating school.
12. Vendor must supply a six-foot (6’) kiosk with a branded look. Vendor must supply one (1) kiosk per participating school.
13. Vendor shall supply necessary equipment to produce thirty percent (30%) of the total enrollment in pizzas every day ensuring that no pizza is baked more than one (1) hour ahead of serving. Successful Vendor must supply assorted small wares to include, but not limited to the following: pan grippers, pizza cutters, spatulas, etc. at no cost to the District.
14. HACCP REQUIREMENTS

The District expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the bid, the District may require documentation.

1. INSPECTION AND TESTING

The Proposer agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this contract and the Proposer’s facilities. The school district shall also have the right to test at its own cost the materials supplied under this contract.

1. NET CONTAINER QUANTITY

The minimum net quantity of all products in cans and jars shall be in accordance with the Federal Food, Drug and Cosmetic Act. The individual specifications for standard of fill for the products as prescribed in 21 CFR shall be applied.

1. STANDARDS OF IDENTITY

All products must conform to U.S. minimum standards of identity as authorized by the Food, Drug and Cosmetic Act and the supporting regulations in 21 CFR. Failure to comply places the Proposer in violation of the contract with the District as well as Federal law.

1. DELIVERY LOCATION

After award, all deliveries shall be made and all services provided to the location specified in the Purchase Order(s).

1. STANDARD CONDITIONS OF BID
2. Delivery and service once a week to one (1) site.
3. Delivery charge to be INCLUDED in price quotations.
4. Substitutions to be approved by Child Nutrition Services Office prior to delivery.
5. Bid quantities will be met as nearly as possible based on budgetary guidelines.
6. Prior 10-day approval of equal brands required.
7. Substitution without prior approval is cause for disqualification of entire Bid.
8. Orders SHALL be addressed (and delivered to) cafeteria managers.
9. Rockwood School District will not be responsible for merchandise delivered to locations other than cafeterias and signed for by unauthorized parties.
10. Awards
11. 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.
12. 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.
13. 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.
14. 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.
15. Successful Proposer will be notified of bid item, brand and estimated usage quantities needed as soon as possible after awards.
16. PRICES
17. Proposers are cautioned that products and 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.
18. The District will not incur any costs or deposits related to equipment (cases, coolers, racks, trays, etc.) supplied by Proposer.
19. All bids shall be deemed final, and no bid shall be subject to correction or amendment for error or miscalculation.
20. All bid prices shall be quoted as ‘delivered’ prices to each Rockwood Child Nutrition Services location in St. Louis County, Missouri, unless otherwise specified.
21. CONDITION AND QUALITY OF GOODS

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.

1. ORDERING PROCESS

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.

1. BILLING
2. 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.
3. Cost of all returns shall be the responsibility of the successful Proposer.
4. Successful Proposer must be able to provide to the satisfaction of the District accurate, reliable and timely reports (invoices, statements, rebates and credits).
5. TAXES/SURCHARGES

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.

1. PICK-UPS
2. 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.
3. Cases must be delivered on pallets to maximize delivery dock time.
4. SUBSTITUTION AFTER AWARD OF BID

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.

1. INSPECTION AND RECEIVING

The District reserves the right to inspect delivered goods. If the goods cannot be inspected at time of delivery, the successful Proposer shall abide by the results of an inspection at a later time. The successful Proposer agrees that any discrepancies will receive prompt attention and correction.

1. ACTS OF GOD

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.

1. FAILURE TO COMPLY WITH BID TERMS AND CONDITIONS

If the successful Proposer fails to deliver as ordered, the District reserves the right to cancel the contract and purchase the balance from other sources at the successful Proposer’s expense, or to purchase from other sources and deduct the cost from the successful Proposer’s contract.

1. CONTRACT PROVISIONS
2. 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 Proposer 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 Proposer shall provide immediate written notice to the person to which this proposal is submitted at any time the prospective Proposer 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

|  |  |  |
| --- | --- | --- |
| STATE OF  |  | ) |
|  |  | ) SS |
| COUNTY OF |  | ) |
|  |
| I, |  | holding the title and position of |
|  | at the firm |  |
|  |  |  |
| affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the bid or proposal.I hereby swear and depose that the following statements are true and factual to the best of my knowledge:1. The bid/proposal is genuine and not made on behalf of any other person, company or client.
2. The price of the bid/proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors.
3. No companies, clients or contractors have been solicited to propose a fake bid/proposal for comparative purposes.
4. No companies, clients or contractors have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.
5. The price of the bid/proposal has not been disclosed to any client, company or contractor,
 |
|  | and will not be disclosed until the formal date on |  | . |
|  |
|  |  |  |
| Affiant |  | Date |
|  |
| Subscribed and sworn to before me this  |  | day of  |  | , 20 |  | . |
|  |
|  |  |  |
| Notary Public (Print Name) |  | Notary Public (Signature) |
| My Commission Expires: |  |  |

**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.

|  |
| --- |
|  |
|  | Applicant’s Organization: |  |  |
|  |  |  |  |
|  | Printed Name and Title of Authorized Representative: |  |  |
|  |  |  |  |  |  |  |
|  | Prefix |  | First Name |  | Last Name |  |
|  |  |  |  |  |  |  |
|  | Title: |  |  |
|  |  |  |  |
|  | Signature: |  |  | Date: |  |  |
|  |  |  |  |  |  |  |

|  |
| --- |
| **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.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_