



Child Nutrition Services/Warehouse

17146 Manchester Rd.
Wildwood, MO 63040-1001

(636) 733-3251
(636) 458-7282 Fax
fischercarmen@rsdmo.org

Carmen Fischer, MS, RD, LD

Director, Child Nutrition Services

April 6, 2020

SOLICITATION TO BID

The Rockwood School District invites you to bid on Grocery and Supply items for the 2020-2021 school year, beginning July 1, 2020 and ending June 30, 2021. **All prices are to be firm.**

We will utilize the NutriKids bidding feature of our inventory system and have included, as an attachment, directions to download the NutriKids program. This program is offered free to you in an effort to streamline the bidding process and eliminate excess paper. The program will also allow us to notify you more rapidly as to the awarded products.

Bids must be submitted electronically through NutriKids by **the time and date specified below**. Please send to Carmen Fischer – fischercarmen@rsdmo.org and Hilary Kulik – kulikhilary@rsdmo.org.

Your submission must include:

- 1) **NutriKids electronic file for *Paper, Grocery, NOI, Canned Fruit, Small Equipment, and Chemicals & Supplies only* (a paper copy of your bid is helpful to confirm accuracy of transmitted information)**
- 2) **Proof of Liability Insurance**
- 3) **Latest Health Inspection**
- 4) **Signature page of the General Terms and Conditions**

All bids will be opened in the conference room at the Rockwood Child Nutrition Services Office, 17146 Manchester Road, Wildwood, Missouri, 63040. The following is a timeline of events. All times are CDT.

- | | |
|--|------------------|
| • Bid Documents Issued | April 6-10, 2020 |
| • Produce and Small Farm Produce* due by 9:30 am | May 12, 2020 |
| • Milk* due by 9:45 am | May 12, 2020 |
| • Ice Cream* due by 10:00 am | May 12, 2020 |
| • Bread* due by 10:15 am | May 12, 2020 |
| • Smoothies* due by 10:30 am | May 12, 2020 |
| • Pizza due by 10:45 am | May 12, 2020 |
| • Paper+ by 11:00 am | May 12, 2020 |
| • Grocery+ due by 9:00 am | May 13, 2020 |
| • Grocery NOI* due by 9:15am | May 13, 2020 |
| • Canned Fruit+ due by 9:30 am | May 13, 2020 |
| • Small Equipment/Chemicals+ due by 9:45 am | May 13, 2020 |
| • Contract award to be made on or about June 17, 2020 | |
| • Contract Period July 1, 2020 – June 30, 2021 | |

*Vendor will be awarded the entire product category for the school year

+Bid is awarded by line item

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

Sincerely,

Carmen S. Fischer MS, RD, LD, SNS

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

Director of Child Nutrition Services

Enclosures

**ROCKWOOD SCHOOL DISTRICT
CHILD NUTRITION SERVICES
REQUEST FOR PROPOSAL**

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GENERAL TERMS AND CONDITIONS

FOR 2020-2021 SCHOOL YEAR

1. Introduction

- a. Bids for Paper, Grocery, NOI, Canned Fruit, Small Equipment, and Chemicals & Supplies should be electronically sent to the Rockwood Child Nutrition Services office, in the **NutriKids** format, no later than the specific date and time listed on the first page of this document. At this time all bids will be publicly opened and shared. Proposals will **not** be returned.
- b. Bid shall be for the 2020-2021 school year beginning July 1, 2020 and ending June 30, 2021. **The prices are to be firm for this period. If acts of God cause prices to increase, a written explanation is required with the bid.**
- c. No delivery charges or fuel charges will be paid by Rockwood Child Nutrition Services.
- d. Grocery items and supplies specified are to be delivered to the Warehouse Center at 17146 Manchester Road, Wildwood, Missouri. (On the map of district locations the warehouse is the letter **E** - School Services Center)
- e. 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 or television before 7:00 A.M. of that day if the school district is closed.* Holidays are listed on the enclosed School Calendar. The Rockwood Child Nutrition warehouse is closed on these dates.
- f. Each delivery must be accompanied by a legible delivery ticket. Successful bidder will provide the Child Nutrition Services office with a **monthly** statement.
- g. 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.**
- h. Line item bids are awarded with primary and secondary vendor status. Orders at food shows may temporarily change the primary/secondary status.
- i. Average Daily Participation is 7920 for lunch and 1616 for breakfast. District enrollment is 20,892.
- j. 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.

- k. 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.
- l. Contractors must maintain all required records for **three** 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.
- m. The successful bidder must provide a certificate of insurance for general liability, including product liability in the amount of \$100,000/\$300,000 for the school year.
- n. 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.
- o. 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 background 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>
- p. 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.
- q. The Board of Education reserves the right to terminate any contract at any time for due cause, which includes unsatisfactory service or substandard products.
- r. 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).

2. Specifications

- a. 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 RSD/CNS. RSD/CNS reserves the right to make final decisions on whether such substitute items are approved equals.
- b. The bidder bears the full responsibility to take the necessary steps to ensure its understanding of the needs of RSD/CNS 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.

3. Awards

- a. The award will be made by the 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.
- b. RSD/CNS 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.
- c. Successful bidder will be notified of bid item, brand and estimated usage quantities needed as soon as possible after awards.
- d. All factors including service, accuracy, price and other amenities will be considered when evaluating the bids. RSD/CNS will perform a cost or price analysis wherein independent estimates are created prior to issuing the request for proposal. RSD/CNS reserves the right to reject any or all bids based solely on RSD evaluation and to waive any technicalities. This does not obligate RSD to pay any costs incurred by vendors related to submission of proposals in response to this request for bids.
- e. RSD/CNS 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 RSD personnel.

4. Prices

- a. The district will not incur any costs or deposits related to equipment (cases, coolers, racks, trays, etc.) supplied by bidder.
- b. All bids shall be deemed final, and no bid shall be subject to correction or amendment for error or miscalculation.
- c. All bid prices shall be quoted as 'delivered' prices to one (1) RSD/CNS location in St. Louis County, Missouri unless otherwise specified.

5. Condition and Quality of Goods

- a. 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 of corrosion and in good repair.
- b. All dairy products will be delivered well chilled, not over 40 degrees Fahrenheit, and show no evidence of dirty or damaged containers, spoilage, off flavors, odors or colors. All other perishable or frozen products shall be delivered well chilled or hard frozen respectively, show no evidence of dirty or damaged containers, deterioration, thawing and refreezing, or freezer burn. After thawing, the product shall have a characteristic appearance and aroma, be free of rancidity and other objectionable odors and flavors.
- c. 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 out dated products received will be rejected and vendor will be required to credit the value of these products to the RSD. The successful vendor must supply any freshness code information to the RSD 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.

6. Ordering Process

- a. 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 RSD/CNS and vendor.

7. Billing

- a. Payment to vendors for purchases made with purchase orders will be submitted and processed under RSD/CNS normal payment procedures that generally provide for the issuance of payments approximately 90 days subsequent to the delivery of product and/or services.
- b. Cost of all returns shall be the responsibility of the successful bidder.
- c. Successful bidder must be able to provide to the satisfaction of RSD accurate, reliable and timely reports (invoices, statements, rebates and credits).

8. Taxes/Surcharges

- a. 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.

9. Delivery

- a. The successful bidder shall be responsible for delivery of items in good condition at point of destination and shall file with the carrier all claims for breakage, imperfections and other losses, which will be deducted from invoices. RSD/CNS will note, for the benefit of the successful bidder, when packages are not received in good condition and/or shortages occur.
- b. All deliveries 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 Vendor.
- c. Cases must be delivered on pallets to maximize delivery dock time.

10. Substitution after Award of Bid

- a. 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.

11. Inspection and Receiving

- a. 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.

12. Acts of God

- a. 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.

13. Failure to Comply with Bid Terms and Conditions

- a. If the successful bidder fails to deliver as ordered, RSD/CNS 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.

14. Contract Provisions

- a. 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.
- b. Federal Work Authorization Program (“E-Verify”) Forms 23.1 and 23.2
 - 1) Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of \$5000.00 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.

15. Points-Based Incentive Programs

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

16. Appendix I

- a) 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.”

- b) 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.
- c) 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.
- d) 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.
- e) 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.

- f) 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.
1. 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.
 2. 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).

17. 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 protestor 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.

AFFIDAVIT OF NON COLLUSION

STATE OF _____

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:

- The bid/proposal is genuine and not made on the behalf of any other person, company or client.
- The price of the bid/proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors.
- No companies, clients or contractors have been solicited to propose a fake bid/proposal for comparative purposes.
- No companies, clients or contractors have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.
- 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),

_____ County.

My commission expires _____ 20 _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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** _____

EXHIBIT 1

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.

<hr/> (Company Name) <hr/>	<hr/> (DUNS #) <hr/>
<hr/> (Authorized Representative's Printed Name) <hr/>	<hr/> (Authorized Representative's Title) <hr/>
<hr/> <i>Authorized Representative's Signature</i> <hr/>	<hr/> Date <hr/>

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 voluntarily 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.

22. Signature Page

Rockwood School District
Child Nutrition Services
General Bid Terms and Conditions
2020-2021

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

Company Name: _____

Authorized Signature: _____

Email Address: _____

Phone: _____

Date: _____