

**Montana Schools Commodity  
Processing Cooperative**

**Request for Proposal for  
USDA Foods (Commodity)  
Processed End Product  
February 2023**

**BID DUE DATE:**

**April 5, 2023**

**Request for Proposal (RFP)**  
**Proposal Acknowledgement Form**  
**Commodity Processed End Product Services**

Direct all inquiries in writing to: Montana Schools Commodity Processing Cooperative  
Jessa Youngers  
Email: [jessa\\_youngers@gfps.k12.mt.us](mailto:jessa_youngers@gfps.k12.mt.us)

**Certification**

The Respondent hereby certifies by submission and signature of this proposal that the Respondent complies fully with this Request for Proposal (RFP). In addition the representative below is duly authorized to sign this proposal on behalf of Respondent, company, or corporation and fully understands that by virtue of executing and returning this Proposal Acknowledgement Form represents complete and unconditional acceptance of the requirements, terms and conditions of this RFP and all appendices and any addendums released hereto.

Respondent hereby agrees to provide the services and/or items specified in the RFP at the prices quoted pursuant to the requirements of this document.

Authorized Signature	Name & Title (printed)
Respondent Name	Federal I.D.
Mailing Address	City
State and Zip	Phone Number
Fax Number	Email Address
Contact Person	Contact's Phone Number

**The form must be completed and returned with your proposal. All proposals must be signed by an officer or employee having authority to legally bind Respondent(s).**

Thank you for your interest in doing business with Montana Schools Commodity Processing Cooperative.

## Section 1

### Purpose

The Montana Schools Commodity Processing Cooperative, hereafter referred to as “MSCPC”, is seeking pricing of USDA Foods, hereafter referred to as “commodities”, end products using USDA commodity donated foods as made available by the USDA to sponsors of the National School Lunch Program in the State of Montana and their commercial matches. MSCPC consists of school districts that wish to further process commodities.

### Background

The purpose and intent of this RFP is to maximize utilization of USDA donated commodity food dollars by providing the highest product quality, best value and customer care. This RFP is only for the commodity product groups specified and does not include distribution.

### Contract Period

The contract will begin July 1, 2023 and go to June 30, 2024.

### Scope of Work/Services

There are eight (8) categories of USDA donated food the MSCPC would like to further process into end products. Manufacturers must be able to provide all items within that specific category or the proposal could be rejected. It is the intent of MSCPC to award a single vendor per raw material or category. Manufacturers may bid on more than one category. The categories and the estimated pounds to be used, by the whole MSCPC, for the contract period are as follows:

Categories	Estimated Pounds Allocated
USDA 100154 Beef, Course Ground, 100%, Frozen	60,000
USDA 100103 Chicken, Large Birds, Chilled	90,000
USDA 100113 Chicken Legs, Chilled	14,000
USDA 100193 Pork Picnic, BNLS, Frozen	4,500
USDA 110700 Peanuts, Raw, Shelled	14,000
USDA 110244 Cheese, Mozzarella, Low-Moisture Part Skim, Chilled	15,000
USDA 110242 Cheese, Natural American, Barrel, Chilled	16,000
USDA 100332 Tomato, Paste	7,000

This is a “demand usage contract”, and the estimated quantities listed are an approximate amount based on the current year’s usage. The quantities may change as menu needs change or the Montana Office of Public Instruction, School Nutrition Food Distribution Program is unable to divert quantities needed. In some instances the MSCPC will have under or overestimated and the price quoted must be firm until the last order. MSCPC will perform due diligence to estimate quantities, however estimates in this RFP are not a commitment to purchase the same amount.

Manufacturers must have a current National Processing Agreement, approved by the United States Department of Agriculture (USDA) for processing fresh product or a current commodity-processing agreement with the State of Montana. If the awarded manufacturer loses its approved status as a processor during the term of this agreement, the MSCPC reserves the right to cancel the agreement.

The awarded manufacturer will supply all of the needs for the awarded categories, such that the food product is to be delivered FOB destination to the awarded distributor. The food products are to be served in the freshest, most wholesome and nutritious possible state, always in compliance with legal and standards for wholesomeness, freshness and quality; and the manufacturer will fill any shortfall in USDA commodity foods with commercial products of equal or better quality.

The awarded manufacturer will utilize two pass-through value methods depending on what the school district wishes to use:

1. Indirect sales discounts or "Net-Off Invoice" transactions reflecting the value of the donated food. It will be the responsibility of the awarded manufacturer to manage any pricing deviations or bill backs between itself and the awarded commercial distributor if the school district is using Net-Off Invoicing.
2. Fee for Service - Direct ship transactions meaning the school district or distributor awarded will place an order directly with the manufacturer and the manufacturer will ship directly to the school district. This will all depend on if the school district can meet the minimum shipping requirements put in place by the manufacturer on this RFP.

The awarded manufacturer's invoice process must make commodity indirect sales discounts ("Net-Off Invoice"), direct sales discounts, cooperative agreement discounts and any other discounts to which the MSCPC may be entitled readily apparent on the invoice.

The awarded manufacturer will assist the MSCPC school districts and Montana Office of Public Instruction, School Nutrition Program Food Distribution Manager in a yearly calculation of the amount of raw material necessary to divert in order to obtain discounted finished goods. If for whatever reason the diverted amount is insufficient to cover the growing needs of the MSCPC, the manufacturer will work on behalf of the MSCPC to obtain additional raw material diversions through transfer or other options as approved by the Montana Office of Public Instruction, School Nutrition Program Food Distribution Manager.

The awarded manufacturer will maintain such records and develop and submit reports as may be required by the USDA, the State of Montana, federal or state law or as may be reasonably requested by MSCPC.

The awarded manufacturer must agree in the contract to, among other commitments, warrant food-safety, product availability and product wholesomeness.

### **Monthly Performance Reports (MPR)**

The MSCPC requires that all manufacturers receiving an award for commodity diversions of product must submit an MPR (Monthly Performance Report) reports on a monthly basis **(via email)** to the following:

1. The MSCPC Lead School:  
Great Falls Public Schools  
Attention: Jessa Youngers  
[jessa\\_youngers@gfps.k12.mt.us](mailto:jessa_youngers@gfps.k12.mt.us)
2. Montana Office of Public Instruction  
School Nutrition Program, Food Distribution Manager  
Attention: Pam Fruh  
[Pamela.Fruh@mt.gov](mailto:Pamela.Fruh@mt.gov)

Every manufacturer is fully responsible for daily activity updates. These updates can be done through K-12, Processor Link or their own tracking website; however, all pertaining data must be able to be automatically transferred to the

State of Montana or MSCPC's Lead School. Any and all costs for transmitting the data must be the manufacturer's responsibility.

### **Fuel Surcharges**

MSCPC will not entertain proposals with clauses that allow vendors to add a fuel surcharge during periods of volatility in the petroleum market. Such proposals will be rejected.

### **Buy American Provision**

"Buy American" Compliance

As a sponsor of the National School Lunch and School Breakfast Programs, MSCPC will consider only applicable products which comply with the requirements of the "Buy American" Act.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the NSLP and SBP in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the programs.

The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, **substantially** using agricultural commodities that are produced in the United States.

The report accompanying the legislation stipulated that "substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

**It is the MSCPC intent to strictly adhere to this policy. Decisions to the contrary shall be MSCPC responsibility. The respondent shall give the MSCPC advance notice of any conflict with this policy.**

### **Delivery**

Upon receipt of a MSCPC or State assigned delivery of bulk USDA Food, the manufacturers will enter a Goods Receipt for the corresponding Sales Order in Web Based Supply Chain Management System (WBSCM) and K-12 Foodservice or Processor Link website. End product is to be delivered with incremental continued just-in-time deliveries throughout the school year. The delivery location will be to the awarded distributor, **(To Be Determined)**, for the pass-through value method of Net-Off Invoicing. The delivery location for the pass-through value method of Fee for Service – Direct Ship will go to the designated school district. The manufacture must propose the same "processing fee and delivery" price whether the product is delivered to the distributor or directly to a school district.

If delays occur, the manufacturer must provide commercial product of equal or greater quality to USDA specification to produce desired end product at the contracted price. If delay of the delivery continues, the MSCPC reserves the right to either terminate the contract with the awarded manufacturer, re-compete the specific product, or award to the second highest ranked firm. The manufacturer holds liability of commodity value and fee for service value of end product until delivery has been finalized at the delivery location.

All material items delivered to the MSCPC authorized distributor or directly to a school district as part of this RFP must be FOB delivered with freight charges prepaid.

The manufacturer must take all necessary steps to ensure that their warehouse facilities/vehicles can safely and securely store and transport the products. It is the manufacturers' responsibility to hold the frozen product at a uniform temperature of 0 degrees Fahrenheit or lower and cooler/dry products at 36-38 degrees Fahrenheit until the time of delivery. At the time of delivery, the product should show no evidence of defrosting, refreezing or freezer deterioration. Presence of products showing deviations from the requirements will cause rejection of the involved product or delivery. The MSCPC reserves the right to inspect warehouse facilities and transportation at any time. All safety and sanitation inspections are required to be delivered to the MSCPC upon request.

The awarded manufacturer's delivery trucks must have temperature logs when transporting freezer/refrigerated products to the awarded distributor or designated school district. If the temperature log is not computerized and automatically records temperatures during the route, the driver must record at the beginning of the route, at least two (2) additional stops during the route and at the last stop of the route. The MSCPC may request a copy of a specific delivery route's temperature logs if an issue occurs.

All delivery trucks must be clean, sanitary and free from dirt and debris. The awarded distributor may refuse a delivery if the truck is not clean and sanitary.

During the shipment receiving process, all products will be checked for temperature compliance, damage, leakage or other deviations.

### **CN Labeling and End Product Data Schedules**

Child Nutrition labeling or product formulation statements and End Product Data Schedules must be submitted at the time of the RFP submittal. Failure to submit shall result in rejection of the RFP submittal.

### **New Products**

The MSCPC is open to future/additional products, which may be developed and become available for processing during the period of the proposal contract; must be approved by the Montana Office of Public Instruction, School Nutrition Program, USDA Foods Distribution Program Manager. Any new products may be considered with proper documentation, complete product description, CN label and End Product Data Schedule. At the discretion of the MSCPC, the item will automatically be added to the RFP.

### **Failure of Performance and/or Delivery**

If the awarded manufacturer fails to perform as required per these specifications, or fails to deliver the item(s) specified in these specifications, they shall recompense the MSCPC school districts for any damages caused by their failure to perform as stated.

## **Section 2**

### **Detailed Product Specifications**

Detailed Specifications for each item requested within each category is as follows:

#### **Category 1 - USDA 100154 Beef, Course Ground, 100%, Frozen**

- |  |   |
|--|---|
| a. <u>Beef Taco Meat</u>               | Pre-cooked, allergen free beef taco meat. Finished product must consist of a 2-3 oz. serving and meet CN requirements for 2 oz. equivalent meat/meat alternate.                   |
| b. <u>Beef Meatballs</u>               | Fully cooked, allergen free beef meatballs. Finished product must consist of 2-3 oz. serving and meet CN requirements for 2 oz. equivalent meat/meat alternate.                   |
| c. <u>Fully-Cooked 100% Beef Patty</u> | Fully cooked, allergen free, 100% beef patty. Finished product must consist of 2-3 oz. fully cooked beef patty and meet CN requirements for 2 oz. equivalent meat/meat alternate. |
| d. <u>Fully-Cooked Beef Crumbles</u>   | Fully cooked, allergen free beef crumbles. Finished product must consist of 2-2.5 oz. serving and meet CN requirements for 2 oz. equivalent meat/meat alternate.                  |

**Category 2 - USDA 100103 Chicken, Large Bird, Chilled**

- a. Pre-Cooked, Whole Grain Rich, Breaded Chicken Patty Pre-cooked, whole grain rich breaded chicken patty. Finished product must consist of a 3 oz. patty and meet CN requirements for 2 oz. equivalent meat/meat alternate and 1 oz. equivalent grain.
- b. Pre-Cooked, Whole Grain Rich, Breaded Chicken Nuggets Pre-cooked, whole grain rich breaded chicken nuggets. Finished product must consist of a 3-3.5 oz. serving and meet CN requirements for 2 oz. equivalent meat/meat alternate and 1 oz. equivalent grain.
- c. Pre-Cooked, Whole Grain Rich, Breaded Chicken Tenders Pre-cooked, whole grain rich breaded chicken tenders. Finished product must consist of a 3-3.5 oz. serving and meet CN requirements for 2 oz. equivalent meat/meat alternate and 1 oz. equivalent grain.
- d. Pre-cooked, Whole Grain Rich Breaded Popcorn Chicken Pre-cooked, whole grain rich breaded popcorn chicken. Finished product must consist of a 3-3.5 oz. serving and meet CN requirements for 2 oz. equivalent meat/meat alternate and 1 oz. equivalent grain.
- e. Pre-Cooked, Unbreaded Dark Meat Strips with Grill Marks Pre-cooked, unbreaded dark meat strips with grill marks. Allergen Free. Finished product must consist of a 2-3 oz. serving and meet CN requirements for 2 oz. equivalent meat/meat alternate.
- f. Pre-Cooked, Unbreaded Diced Chicken Reduced sodium and allergen free 1/2 "diced chicken in natural proportions. Finished product must consist of a 2-2.5 oz. serving and meet CN requirements for 2 oz. equivalent meat/meat alternate.
- g. Pre-Cooked, Whole Grain Rich Breaded Hot and Spicy Chicken Patty Pre-cooked, whole grain rich, hot and spicy flavored breaded chicken patty. Finished product must consist of a 3 oz. patty and meet CN requirements for 2 oz. equivalent meat/meat alternate and 1 oz. equivalent grain.
- h. Pre-Cooked, Whole Grain Rich Breaded Drumsticks Finished product must consist of a 2-3 oz. drumstick and meet CN requirements for 2 oz. equivalent meat/meat alternate and 1.5-2 oz. equivalent grain

**Category 3 - USDA 100113 Chicken Legs, Chilled**

- a. Orange Chicken Fully cooked, whole muscle chicken leg meat, whole grain breaded with an orange sauce. Product must be free from MSG, artificial flavor and colors, isolated soy protein, peanuts and trans fat. Finished product must consist of a 3.5-4 oz. serving and meet CN requirements for 2 oz. equivalent meat/meat alternate.

- b. General Tso's Chicken Fully cooked, whole grain breaded, whole muscle chicken chunks with General Tso's sauce. Product must be free from MSG, artificial flavor and colors, isolated soy protein, peanuts and trans fat. Finished product must consist of 3.5 – 4 oz. serving and meet CN requirements for 2 oz. equivalent meat/meat alternate.
- c. Sweet and Sour Chicken Fully cooked, whole muscle chicken leg meat, whole grain breaded with a sweet and sour sauce. Product must be free from MSG, artificial flavor and colors, isolated soy protein, peanuts and trans fat. Finished product must consist of a 3.5-4 oz. serving and meet CN requirements for 2 oz. equivalent meat/meat alternate.
- d. Gluten Free Teriyaki Chicken Fully cooked chicken with a teriyaki sauce. Gluten Free. Trans Fat Free Finished product must consist of a 2-3 oz. serving and meet CN requirements for 2 oz. equivalent meat/meat alternate.

**Category 4 - USDA 100193 Pork Picnic BNLS, Frozen**

- a. Pre-Cooked Pork Sausage Patty Fully cooked, all meat, pork sausage patty. Gluten and Soy Free. Finished product must consist of 2-3 oz. serving and meets CN requirements for 2 oz. meat/meat alternate.
- b. Pre-Cooked Pork Sausage Link Fully cooked, all meat, skinless pork sausage link. Gluten and Soy Free. Finished product must consist of 1-1.5 oz. serving and meet CN requirements for 1 oz. equivalent meat/meat alternate.

**Category 5 - USDA 110700 Peanut, Raw, Shelled**

- a. Whole Grain Rich, Crustless Peanut butter and Grape Jelly Sandwich Finished product must consist of a 2-3 oz. sandwich and meet CN requirements for 1 oz. meat/meat alternate and 1 oz. equivalent grain.
- b. Whole Grain Rich, Crustless Peanut Butter and Strawberry Jelly Sandwich Finished product must consist of a 2-3 oz. sandwich and meet CN requirements for 1 oz. meat/meat alternate and 1 oz. equivalent grain.
- c. Whole Grain Rich, Crustless Peanut butter and Grape Jelly Sandwich Finished product must consist of a 5-6 oz. sandwich and meet CN requirements for 2 oz. meat/meat alternate and 2 oz. equivalent grain.
- d. Whole Grain Rich, Crustless Peanut Butter and Strawberry Jelly Sandwich Finished product must consist of a 5-6 oz. sandwich and meet CN requirements for 2 oz. meat/meat alternate and 2 oz. equivalent grain.
- e. Individual Wrapped Peanut Butter Cups Creamy peanut butter in 1-2 oz. servings. Finished product must meet CN requirements for 1 oz. equivalent meat/meat alternate.



**Category 6 - USDA 110244 Cheese, Mozzarella Low-Moisture Part Skim, Chilled**

- a. Whole Grain Rich Pepperoni Pizza 5-6" round pizza made of whole grain rich pizza crust, 100% real mozzarella cheese and coin-shaped turkey pepperoni. Finished product must meet CN requirements for 2 oz. equivalent meat/meat alternate and 2 oz. equivalent grains.
- b. Whole Grain Rich Cheese Pizza 5-6" round pizza made of whole grain rich pizza crust and 100% real mozzarella cheese. Finished product must meet CN requirements for 2 oz. equivalent meat/meat alternate and 2 oz. equivalent grain.
- c. Whole Grain Rich Cheese Pizza 16 in. round pizza made of whole grain rich pizza crust and 100% real mozzarella cheese. 1 serving must consist of 4.5-5 oz. slice. Finished product must meet the CN requirements for 2 oz. meat/meat alternate and a 2 oz. whole grain.
- d. Whole Grain Rich Pepperoni Pizza 16 in. round pizza made of whole grain rich pizza crust, 100% real mozzarella cheese and coin-shaped turkey pepperoni. 1 serving must consist of 4.5-5 oz slice. Finished product must meet the CN requirements for 2 oz. meat/meat alternate and a 2 oz. whole grain.
- e. Mexican Style Pizza 5-6" round pizza made of whole grain rich pizza crust and topped with beef and a blend of cheeses. Finished product must meet CN requirements for 2 oz. equivalent meat/meat alternate and 2 oz. equivalent grain.
- f. Whole Grain Rich Cheese Stuffed Sticks Whole grain rich breadstick stuffed with mozzarella cheese. Finished product must consist of a single breadstick and meet CN requirements for 1 oz. equivalent meat/meat alternate and 1 oz. equivalent grain.

**Category 7 - USDA 110242 Cheese, Natural American, Barrel, Chilled**

- a. Whole Grain Rich Macaroni and Cheese Reduced fat macaroni and cheese made with large elbows. Finished product must consist of a 6 oz. portion and meet CN requirements for 2 oz. equivalent meat/meat alternate and 1 oz. equivalent grain
- b. Jalapeno Flavored Cheese Sauce Boil-in-the-bag, jalapeno flavored cheese sauce. Finished product must consist of a 2 oz. serving and meet CN requirements for 1 oz. equivalent meat/meat alternate
- c. Alfredo Sauce Reduced fat Alfredo sauce. Finished product must consist of a 1.5-2 oz. serving and meet CN requirements for 1 oz. equivalent meat/meat alternate.

## Category 8 - USDA 100332 Tomato, Paste

- a. Salsa Tomato salsa, 6/#10 cans. Low sodium and nutritionally enhanced with herbs, spices and natural flavors; max 105 mg sodium per 1.5 oz serving. Finished product must consist of 1.5-2 oz. serving and meet CN requirements for 0.25 cup Red/Orange Vegetable.
- b. Ketchup Tomato, Ketchup, 6/#10 cans. Low sodium and nutritionally enhanced with herbs, spices and natural flavors; max of 50 mg sodium per 1 Tablespoon; no high fructose corn syrup.
- c. BBQ Sauce Tomato, BBQ Sauce, Bulk. Low sodium and nutritionally enhanced with herbs, spices and natural flavors; max of 100 mg sodium per 2 tablespoons; no high fructose corn syrup; tomato puree as first ingredient.
- d. Marinara Sauce Tomato Sauce, Marinara, 6/#10 cans. Low sodium and nutritionally enhanced with herbs, spices and natural flavors; max 50 mg of sodium per 1.5 oz serving; no high fructose corn syrup. Finished product must consist of 1.5-2 oz serving and meet requirements for 0.25 cup Red/Orange Vegetable.

### Section 3

#### Bid Instructions

All bids must be received no later than **2:00 p.m. MST, on April 5, 2023**. The respondent will be responsible for its timely delivery to the:

**PO Box:** Montana Schools Commodity Processing Cooperative  
Attention: Jessa Youngers  
PO Box 2429  
Great Falls, MT 59403

**Physical Address:** 1100 4<sup>th</sup> Street South  
Great Falls, MT 59405

To complete the bid the following items need to be filled out and/or returned:

- 1) Certification Form
- 2) CN Labels or Product Formulation Statements for each product in the category
- 3) End Product Data Schedules for categories bidding on
- 4) Cost Proposal Sheets for categories bidding on
- 5) Vendor Profile
- 6) Lobbying Certification

It is the respondent's responsibility to assure that its proposal is delivered at the proper time and to the proper place of the bid opening. Proposals which for any reason are not so delivered will not be considered and will be returned to the respondent.

Provide one (1) original proposal with manual signatures and one (1) electronic copy of the Cost Proposal Sheets and other documents scanned with original signatures on a flash drive in PDF or TIFF format. Proposals must be sealed and

clearly labeled on the outside of the package. Once accepted, all original proposals and any copies become the sole property of the MSCPC and may be retained by the MSCPC or disposed of in any manner the MSCPC deems appropriate.

All proposals must be signed by an officer or employee having authority to legally bind Respondent. Any corrections of unity prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction. Respondents should become familiar with any local conditions which may, in any manner, affect the services required. The respondent is required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the resulting contract. No additional allowance will be made due to lack of knowledge of these conditions.

Proposals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the MSCPC.

Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the MSCPC with the services specified in the proposal.

### **Time Schedule**

The MSCPC will attempt to use the time schedule as indicated below. The below dates and times are subject to change. All changes will be posted to the Great Falls School District website as they become available.

<b>February 24, 2023</b>	<b>Solicitation Date</b>
<b>March 2, 2023</b>	<b>Request for Information Cut-Off at 2:00 p.m., MST.</b>
<b>March 16, 2023</b>	<b>Samples for items bid need to follow protocol indicated in Section 4.</b>
<b>April 5, 2023</b>	<b>Bid Proposal Due Date at 2:00 p.m., MST.</b>
<b>April 12, 2023</b>	<b>Manufacturer Award Date</b>

### **Request for Information**

Any questions concerning the RFP should be directed to Jessa Youngers of the Great Falls Public School District at [jessa\\_youngers@gfps.k12.mt.us](mailto:jessa_youngers@gfps.k12.mt.us). All questions must be submitted by information cut-off date listed above. Questions received after this date will not be considered. Answers to the questions will be posted on the Great Falls Public Schools website with the proposal information for all prospective respondents to view. All such interpretations and supplemental instructions will be in the form of written Addenda to the RFP.

MSCPC members are not to be contacted prior to the award decision regarding this solicitation. By submission of the proposal, the respondent understands that award of the solicitation by the MSCPC and any subsequent purchase orders and agreements, shall constitute a binding and enforceable contract. Unless otherwise stipulated in the solicitation documents, no other contract documents shall be issued.

## **Section 4**

### **Evaluation of Proposal**

The proposal will be reviewed and evaluated by the MSCPC evaluation committee. This proposal will be awarded by category on an "all or none" basis.

### **Samples**

The MSCPC reserves the right to sample any products. **If the product is currently being processed for the 2022-23 school year for the state of Montana, then the supplier may make a REQUEST on the attached form to Jessa Youngers at Great Falls Public Schools to not submit samples of one or all of their company products.**

**When submitting samples**, the supplier will need to furnish one (1) case of each product in the category to the following school within the MSCPC:

- **Great Falls School District**  
**Attention: Jessa Youngers**  
**1100 4th St S**  
**Great Falls, MT 59403**

Products for sampling must be delivered by the date indicated on the RFP time schedule. All samples must be labeled with CN label and product numbers. Samples will be submitted at no cost to the MSCPC or its school districts.

### **Scoring**

Points will be awarded based on evaluations from the MSCPC evaluating committee for acceptability, general specifications, sales and ordering and cost. The evaluations from the MSCPC committee will consist of references for:

**Acceptability:** Will be determined using references for quality including taste, appearance and texture by MSCPC committee members and/or students. Acceptability for each item will be determined based on a scoring of one (1) to five (5) with one (1) representing an item that is not acceptable and five (5) representing an item that is highly accepted. Scoring will be done with students and staff within the MSCPC districts based on historical acceptance and/or student testing.

**General Specifications:** Will be determined for individual items meeting the specifications outlined for nutritional profiles, serving and case sizes, meal crediting and the absence of allergens.

**Sales and Ordering:** Will be determined based on standard lead times, minimum case quantities for direct deliveries and shipments to contracted distributors, and availability of additional items offered in each category.

**Price/Cost per Serving:** Will be determined on the lowest average price per serving for the category. The value of donated foods may be considered.

The respondent with the highest number of points will be awarded the contract for that category. It is not the policy of the MSCPC to award a contract based on price only. Student acceptance is a controlling factor. The MSCPC evaluation committee reserves the right to accept or reject any proposals, choose to not award a bid and to be the sole judges of quality.

<b><u>Evaluation Criteria</u></b>	<b><u>Possible Points</u></b>
Acceptability – Taste, Appearance, Texture	30 points
General Specifications	20 points
Sales and Ordering	10 points
Price/Cost per Serving	<u>40 points</u>
Total	100 points

## **Section 5**

### **General Terms and Conditions**

#### **Agreement**

A contract or agreement will be released, after award, for any work to be performed as a result of this RFP. The proposal negotiated terms and the contract will constitute the complete agreement between respondent and MSCPC.

## **Cancellation of Award/Termination**

In the event any of the provisions of this solicitation are violated by the respondent, MSCPC will give written notice to the respondent stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to MSCPC for immediate cancellation. Upon cancellation hereunder, MSCPC may pursue any and all legal remedies as provided herein and by law.

MSCPC reserves the right to terminate any contract resulting from this RFP, at any time, and for any reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, MSCPC will be relieved of all obligations under said contract. MSCPC will be required to pay to the respondent only that amount of the contract actually performed to the date of termination. Access to any and all work papers will be provided to the MSCPC after the termination of the contract.

The awarded respondent will have the option to terminate the contract upon written notice to the MSCPC. Such notice must be received at least 90 days prior to the effective date of termination.

Cancellation of contract by the awarded respondent may result in removal from respondent list for a period of three (3) years.

## **Conflict of Interest**

All respondents must disclose the name of any officer, director, or agent who is also an employee of one of the MSCPC school districts. All respondents must disclose the name of any district employee who owns, directly or indirectly, any interest in the respondents' business or any of its branches.

## **Contract Renewal**

The MSCPC, at its sole discretion, may exercise options to extend the contract for up to four (4) additional one-year periods based upon funding availability and by mutual written consent of both parties. The respondent understands that any rate increases must be requested in writing with supporting documentation, approved by the MSCPC, and shall not exceed the average CPI for Food Away from Home for all Urban and Rural Consumers for the first five (5) years of the contract.

## **Insurance Requirements**

The respondents shall obtain and maintain in full force and effect throughout the initial term and any renewal term, with a reputable insurance carrier qualified to do business in the State of Montana. Insurance coverage shall consist of the following:

- 1. General Requirements.** The respondent shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the respondent, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- 2. Primary Insurance.** The respondent's insurance coverage shall be primary insurance with respect to the MSCPC, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the MSCPC, its officers, officials, employees, or volunteers shall be excess of the respondent's insurance and shall not contribute with it.
- 3. Specific Requirements for Commercial General Liability.** The respondent shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the respondent or its officers, agents, representatives, assigns, or subcontractors.

The MSCPC, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

- 4. Specific Requirements for Automobile Liability.** The respondent shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the respondent or its officers, agents, representatives, assigns, or subcontractors.

The MSCPC, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

#### **Compliance with Workers' Compensation Act**

The respondent shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the MSCPC in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the respondent nor its employees are MSCPC employees. This insurance/exemption must be valid for the entire contract term and any renewal.

#### **Compliance with Laws**

The respondent shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The respondent is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by the respondent subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, the respondent agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

#### **Debarment**

All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and Section 85.510 Code of Federal Regulations. The respondent certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally-funded transactions.

## VENDOR PROFILE

Vendor shall complete the following information and return with proposal response.

### Processor Information

Company Name:	Employer Identification Number:
Company's Physical Address:	Account Receivable Remit to Address:
Commodity Contact (Name and Title):	Commodity Contact (Phone and Email):
Contract Signer (Name and Title):	Contract Signer (Phone and Email):
Hold and Recall Contact (Name and Title):	Hold and Recall Contact (Phone and Email):
Backup Hold and Recall (Name and Title):	Backup Hold and Recall (Phone and Email):

### Sales and Ordering Information

Contact Person for Ordering (Name and Title):	Contact Person for Ordering (Phone and Email):
Broker (Name and Address) (for Montana):	Broker (Phone and Email):
Standard Lead Time after receipt of order: _____ (Calendar days)	
Minimum Case Quantities: _____ (Cases) <i>Please provide any additional and pertinent ordering guidelines including layer or pallet requirements.-</i> _____	
What system is used for tracking pounds?	
Do you produce/offer other items using the raw materials bid? _____ <i>If yes, please complete the Additional Items Offered tab of the Cost Proposal spreadsheet.</i>	

**LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

1. No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence and 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 the awarding of a Federal contract, making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

COMPANY: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

COMPANY PHONE NUMBER: \_\_\_\_\_

COMPANY FAX NUMBER: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_  
(PRINTED NAME AND TITLE) DATE

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_  
(SIGNATURE OF COMPANY) DATE



**Request to NOT Send Samples**  
Use One Form for Each Category

CATEGORY \_\_\_\_\_

COMPANY: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

COMPANY PHONE NUMBER: \_\_\_\_\_

COMPANY FAX NUMBER: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE:

\_\_\_\_\_  
(PRINTED NAME AND TITLE) DATE

AUTHORIZED REPRESENTATIVE:

\_\_\_\_\_  
(SIGNATURE OF COMPANY REPRESENTATIVE) DATE

LIST ALL ITEMS YOU ARE REQUESTING TO “NOT” SEND SAMPLES OF:  
(All products may or may not be approved.)

Office Use Only	Product Name	Company Product Code

