



**Great Falls Public School
Food and Nutrition Services
1100 4th Street South
PO Box 2429
Great Falls, MT 59403**

Great Falls Public School 2022-23 Food and Supplies Bid

Due Date and Time:
June 24, 2022
12:00 PM Local Time

Type of Contract: IFB – Cost Plus Fixed Fee

Period of Contract: August 1, 2022-July 31, 2023

Contact Information

Bid Contact:

Jessa Youngers, Food Service Supervisor

Issue Date:

May 13, 2022

Phone: (406) 268-6047

Fax: (406) 268-6091

Email: jessa_youngers@gfps.k12.mt.us

Instructions to Bidders

Complete the information enclosed and submit all with your completed bid via email to the email address listed above under "Contact Information".

Special Instructions: N/A

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions

By submitting a response to this request for proposal or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to the solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLITATION RESPONSES: Each item must be specifically addressed according to the item descriptions in the Appendix B. Vendors taking exception to any requirements listed may be found nonresponsive. The District reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the District.

ACCESS AND RETENTION OF RECORDS: Contractor agrees to provide the District, or their authorized agents, access to any records necessary to determine contract compliance. Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract.

ASSIGNMENT, TRANSFER, AND SUBCONTRACTING: Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the District.

AUTHORITY: The attached bid, request for proposal, limited solicitation or contract is issued pursuant to Montana Code Annotated, MCA 20-9-204 section 4.

COMPLIANCE WITH LAWS: Contractors 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. In accordance with 49-3-207, MCA, Contractor 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.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specification of the contract shall be granted without the Districts prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at the Contractor's expense.

CONTRACT MAINTENANCE: The Contractor will provide prompt communication with the District as necessary to discuss product shortages, delivery times, product quality including alternate options, billing issues, special orders, and other selected Vendor issues.

CONTRACT MODIFICATION: The District reserves the right to modify the awarded contract by mutual agreement with the Contractor, so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by issuance of a written authorized amendment by the District.

CONTRACT TYPE: The District will award a cost-plus fixed fee contract. Bidders must submit this type of pricing to be considered responsive and eligible to be awarded a contract.

CONTRACT TERM: This agreement shall cover the period from August 1, 2022 through July 31, 2023. This contract may be renewed for a period of up to two (2) successive contract periods.

CONTRACTOR COMPLIANCE: If selected, the Bidder will need to comply with applicable requirements set forth in state and federal regulations including policy and instructions issued by the USDA. The applicable regulations are described in the Statutory and Regulatory Authority section of this document.

DEBARMENT: Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by a governmental department or agency.

DISABILITY ACCOMMODATIONS: The District does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to the District. Interested parties should provide as much advance notice as possible.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/Contract) or fails to deliver in accordance with the contract terms and conditions, the District may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the District.

FORCE MAJEURE: Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than 5 working days after the onset of the force majeure condition. If the notice is not provided within the 5-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation need not be performed because of the condition.

HOLD HARMLESS/INDEMNIFICATION: Contractor agrees to protect, defend, and save the District, board of directors, agents, and employees, while acting within the scope of their duties as such, harmless from

and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, except the sole negligence of the District, under this agreement.

LATE BIDS AND PROPSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure submission through the designated method and by the designated time.

METHOD OF AWARD: Bids that are timely submitted and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this IFB. In accordance with the evaluation criteria, a contract will be awarded to the most responsive and responsible bidder. A "responsive bidder" will be able to meet the requirements described in this solicitation. A "responsible bidder" is willing and capable of furnishing the goods or services described in this solicitation. The winning Bidder will be herein referred to as the "Contractor."

SHIPPING/PRICING: All supplies shall be shipped prepaid, F.O.B Destination, and include all charges that may be incurred in fulfilling the terms of the Agreement.

WARRANTIES: Contractor warrants that the products offered conform to the specification requested, are fit and sufficient for the purpose manufactured, are of good material and workmanship, and are free from defect. Contractor further warrants that the products are new and unused and of the latest model or manufacture, unless the specification states otherwise. Exceptions will be rejected.

SECTION 1: GENERAL REQUIREMENTS

1.0 Introduction

Great Falls Public Schools (hereinafter referred to as “the District”) is soliciting competitive bids from qualified suppliers for food and nonfood items in the following categories: CANNED, DRY, REFRIGERATED/FROZEN, PAPER & SUPPLIES to be distributed to recipient schools during the 2022-23 school year (August 1, 2022-July 31, 2023). Categories or items outside the scope of this bid include but are not limited to dinner rolls, juice, and produce. Pursuant to this IFB, the District intends to award this bid to the most responsive and responsible vendor whose bid conforms to meeting the minimum requirements of this request in accordance with the specifications, general and specific terms and conditions, general instructions and the conditions of purchase as contained in this IFB and any applicable addenda. This IFB is intended to promote fair and open competition.

A more complete description of the food and supplies sought is provided within this Invitation for Bid (“IFB”). Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

These prices can be made available (without changes to specifications) to other tax supported entities. However, all authority to make decisions with regard to specifications, limitations and item lists is retained by the District.

1.1 Background

The school meals programs are administered at the federal level by the Food and Nutrition Service (FNS) of the U.S. Department of Agriculture (USDA). At the state level, the programs are administered by the Montana Office of Public Instruction (OPI).

Statutory and Regulatory Authority: Statutory authority for the Child Nutrition Programs (CNP) includes the Richard B. Russell National School Lunch Act (NSLA) and the Child Nutrition Act (CNA) of 1966. The statutory citations are, respectively, 42 United States Code 1751 et seq. and 42 United States Code 1771 et seq.

The District must comply with the requirements “passed down” to it from Congress, Office of Management and Budget (OMB), USDA and the OPI, including but not limited to the following, Code of Federal Regulations (CFR):

- 7 CFR Part 210 National School Lunch Program (NSLP); when applicable
- 7 CFR Part 215 Special Milk Program (SMP); when applicable
- 7 CFR Part 220 School Breakfast Program (SBP); when applicable
- 7 CFR Part 225 Summer Food Service Program (SFSP); when applicable
- 7 CFR Part 226 Child and Adult Care Food Program (CACFP); when applicable
- 7 CFR Part 245 Determining eligibility for free and reduced price meals and free milk in schools
- 7 CFR Part 250 Food Distribution Program; when applicable
- 7 CFR Part 3016 and/or Part 3019; when applicable

7 CFR Part 3052 Audit Requirements

USDA and OPI program regulations, guidance and instructions

State law, regulations and policies that are not in conflict with federal requirements

Local law, regulations and policies that are not in conflict with federal requirements

1.2 Instructions to Bidders

1.2.1 Contract Manager Contact Information:

Contract Manager: Jessa Youngers

Telephone Number: 406-268-6047

Address: 1100 4th Street South, Great Falls, MT 59405

E-Mail Address: jessa_youngers@gfps.k12.mt.us

1.2.2 Examination of Solicitation Documents: Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the contract manager in writing. The bidder making such request will be solely responsible for its timely receipt by the contract manager. Replies to such notices may be made in the form of an addendum to the solicitation.

1.2.3 Estimated Quantities: The quantities specified on the IFB Forms are estimates only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity which will be ordered and shall not be construed to represent any amount which the District shall be obligated to purchase. The estimated quantities do represent the best good faith estimate of the number of items that will be required based upon SY21-22 usage and the planned menu for SY22-23. *No proposal will be considered which stipulates that the District guarantee to order a specific quantity of any item.* The District is committed to providing the SY22-23 menu draft upon contract award for the sole purposes of forecasting and demand planning.

1.2.4 Time Schedule:

May 13, 2022 IFB Issue Date

May 20, 2022 Deadline for Receipt of Written Questions at 12:00 p.m., MST

June 24, 2022 Due Date to Submit Completed IFB at 12:00 p.m., MST

1.2.5 Request for Information: Any questions concerning the IFB should be directed to Jessa Youngers at jessa_youngers@gfps.k12.mt.us. All questions must be submitted by the 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 proposal information for all prospective respondents to view.

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

1.3.1 Bids Must Be Submitted Via Email ONLY to jessa_youngers@gfps.k12.mt.us no later than 12:00 PM, local time, Friday, June 24, 2022 and must be submitted by the person signing the bid. The subject line must include IFB SY22-23 and company name for each completed, submitted BID.

1.3.2 Child Nutrition (CN) Labeling, Product Formulation Statements and Nutrition/Allergen Information: Must be submitted for Market Basket items via email or other electronic mode (i.e. flash drive, preferred) at time of the bid submittal. **Electronic documents must be identifiable by the Vendor item numbers.** Childhood Nutrition (CN) labeling and documentation for other listed products must be provided within two business days of request. Bidder must provide required documentation via labels and/or electronically, as requested.

1.3.3 Special Order Items (New Section): Each vendor must complete the Special Order Items section of the excel spreadsheet. For each special order item, please indicate the lead time necessary for receiving.

1.3.4 Late Bids: Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration. It shall be the bidder's sole risk to assure delivery via email by the designated time.

1.4 Bid Awards

1.4.1 Basis for Award: Bid award, if made, will be to the responsive and responsible bidder who offers the lowest Market Basket (total) cost (per each or unit) to the District in accordance with the specifications and estimated quantities set forth in the invitation for bid.

To ensure an "apples to apples" comparison should any bidder propose an alternate product, the District will normalize the "Total Cost to GFPS" (Column P) to compare relevant prices for that specific item based on a like quantity.

In calculating the lowest total cost, the District will utilize the Market Basket Worksheet only as these items represent 75% of the total value of the contract.

The Estimated Usage in Column K of the Market Basket Worksheet represents the total number of cases expected for SY22-23 based on the use of a 6-week cycle menu.

1.4.2 Discussion: After receipt of bids and prior to the recommendation of and award, if applicable, the District may initiate discussions with one or more bidders should clarification on any item be necessary.

1.4.3 Award Timeline: The official award date will be no later than the week of July 18, 2022.

1.4.4 Product Rejection: Any awarded product that subsequently does not conform to quality expectations may be dropped or changed. The District will provide 30 days advance written notice when and if this occurs.

1.4.5 All-Or-None Award: **Awards will be made on an all-or-none basis.** Failure of a Vendor to provide prices for all line items listed on both the Market Basket Worksheet and Other Items Worksheet

may be cause for rejection of the entire bid. Subject to verification by the Contract Manager, and where there is only one identified manufacturer for a particular product, a Vendor may enter “discontinued” in lieu of a price for items they have determined to be discontinued or will be unavailable by such manufacturer during the course of the Contract and must notify the Contract Manager immediately upon discovery.

SECTION 2: ORDERING AND DELIVERY REQUIREMENTS

2.1 ORDERING REQUIREMENTS

2.1.1 Ordering. The District uses NutriKids Purchasing program for orders from the schools. Weekly orders come from NutriKids and will be emailed to the sales representatives. Orders done on a monthly basis are in an excel spreadsheet and will be sent to sales representatives via email. Ordering systems are negotiable based on the changing needs of the District and distributors.

2.1.2 Promotions. If manufacturers’ agents or brokers desire to promote a product, approval must be obtained from the Foodservice Director. Individual schools are not to be visited. The Foodservice Director will hold a meeting to present products to the appropriate audience.

Product promotions, sale pricing, handling of credits, etc., will be handled for each school through the Food Service Director and a contractor representative.

2.2 DELIVERY REQUIREMENTS

2.2.1 Contractor Supply. *The contractor shall maintain sufficient merchandise levels at all times to insure that there is little, if any, interruption in service in meeting the needs of the District.* The contractor must notify the District Foodservice Director or Food Service Office of anticipated shortages or changes in packing at least 48 hours prior to delivery of such items. Contact should be made during business hours (7:30 AM to 4:30 PM), Monday through Friday, by calling 268-6047 or via email to jessa_youngers@gfps.k12.mt.us.

2.2.2 Current Delivery Schedules. The delivery schedule is as follows:

Delivery Days:

Production Kitchens and North Middle School: Monday and Thursday **between 6:00 AM and 7:30 AM**. As early as 5:00 AM is acceptable for CMR and Paris Gibson Education Center and 5:45 AM for GFH.

Warehouse: Monday through Friday from 8:00 AM to 3:30 PM

Delivery days shall remain constant from week to week with the exception of weeks when holidays or closed days (inclement weather, teacher workdays etc.) fall on a scheduled delivery day, deliveries shall be made on the next school day or as mutually agreed upon. A SY22-23 Calendar is attached to this document for reference (Appendix C).

**If delivery schedules fall behind for any reason, the contractor should notify the affected school and Food Service Office immediately. It is critical to note that deliveries at production kitchens will not be accepted after 1:00 PM.*

***The District is flexible on the delivery days and willing to establish a delivery schedule that meets the needs of both parties and can be mutually agreed upon.*

2.2.3 Minimum Shipments. Minimum shipments shall not apply to this Agreement. However, the Food Service Director will make a concerted effort to consider increasing drop shipment sizes as able.

2.2.4 Out of Stock. If the contractor is temporarily out of stock of a particular item, he may deliver an equal or superior product with the *same nutritional value at an equal or lower price*, with prior approval of the Food Service Director.

However, in all such instances, each substitution should be labeled clearly as such on each invoice with a separate item code. Substitutions should only exist in “emergency” situations. Frequent substitutions or failure to fulfill the order-to-fill ratio requirements may be cause for cancellation.

2.2.5 Discontinued Product. If a product is discontinued, a written explanation from the manufacturer stating that the product is no longer being manufactured must be sent to Jessa Youngers. Letters from brokers and distributors are not acceptable in lieu of a manufacturer’s letter.

2.2.6 Rejections. Each school reserves the right to inspect goods upon delivery and return said product should the condition or quality of the product be deemed unsatisfactory as determined by authorized school employees. For items that are identified as unsatisfactory upon receipt, the contractor driver shall take said items back and deduct the appropriate dollar amount on all copies of invoices before the school divisions will accept the remaining items on the invoice.

For products that the production manager or other authorized school employee determines to be unsatisfactory after receipt, upon notification, the contractor shall issue a “credit” or “pick-up authorization.”

2.2.7 Deliveries.

Delivery Sites:

Paris Gibson Education Center: 2400 Central Ave	268-6617
Great Falls High School: 1900 2 nd Ave S	268-6298
CMR High School 228 17 th Ave NW	268-6158
East Middle School: 4040 Central Ave	268-6458
North Middle School: 2601 8 th Street NE	268-6551
GFPS Central Warehouse: 1100 4 th Street S	268-6066

All items will be delivered to and placed within the building for which they are purchased. Tailgate delivery will not be accepted. **All items are to be completely delivered, unloaded, and placed in the designated storage area within the building.**

The contractor driver may not leave the premises until an authorized school employee has signed for the delivery.

The contractor will provide and maintain in a sanitary manner refrigerated/frozen delivery trucks on which fresh and frozen products are delivered. The successful contractor shall adhere to HACCP principals and standards during procurement, storage, and delivery. Two or three compartment trucks are preferred so that frozen items remain frozen and damaged boxes are kept to a minimum.

SECTION 3: SPECIFICATIONS AND PRICING

3.0 Requirements

Requirements designated in this bid must be satisfied, or a functional equivalent bid submitted, which is acceptable to the District. Specific Brand (where noted) and/or manufacturer product numbers are given for purposes of identification and to denote the standard of quality desired and do not, in any way, restrict bidders to specific brands or manufacturers. In some cases a specific product may be noted as “Not Acceptable” based on previous use/sampling.

If there is any deviation in the pack, source, quality, etc. of an item requested, from that described in the specifications, the difference must be clearly indicated. The bidder must also be prepared to provide a sample if requested. If there is a deviation in the pack of an item, and all else appears to satisfy the specifications as described, the District reserves the right, for evaluation purposes only, to reduce such a deviation to a common denominator, so that equal quantities are considered for all bidders.

3.1 Samples

The District reserves the right to require a bidder to furnish samples of any item on which he submits a bid within five (5) working days after the request is made. The samples must be furnished FREE of charge, clearly marked “SAMPLE” and delivered to:

Great Falls Public Schools
Food and Nutrition Services
1100 4th Street South
Great Falls, MT 59405

These samples become the property of the District.

For bid item numbers that specifically request a sample, contractors are encouraged to submit these when submitting the Bid. Samples will be evaluated to determine compliance with all major characteristics of the brand name indicated. Failure of samples to conform to all such characteristics will require rejection of the bid for that particular item.

Failure to submit the requested sample shall be just cause for elimination of the bidder from further consideration for award of that item.

3.2 Modifications and Additions

During the term(s) of a contract awarded under this solicitation, additional purchases not included in this solicitation list and resulting awarded contract may become necessary and benefit the District.

3.3 Buy American Provision

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. As used herein, a

“domestic commodity or product” is an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using (e.g., more than 51% by weight or volume) agricultural commodities produced in the United States. All products included in the bid must be a domestic commodity or product, unless (i) the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, or (ii) competitive bids reveal the costs of a United States Product that are significantly higher than the non-domestic product. A Vendor shall certify the domestic percentage of the agricultural food component of all commodities and products and shall retain any records related to any applicable exception to such requirement. Purchases made in accordance with the Buy American provision must still follow the applicable procurement rules calling for free and open competition.

3.4 USDA Pricing Requirement

The United States Department of Agriculture requires that pricing on all products not included in the market basket be available for inspection, either on the Bidder’s website or upon request via an updated price list, to determine pricing for all available items available from the Bidder. The pricing of all miscellaneous goods so listed must be reasonable.

3.5 Pricing Schedule

All potential Contractors must complete the Excel Spreadsheet attached to this IFB as Appendix B and submit the completed spreadsheet with all required documents.

SECTION 4: BILLING AND PAYMENT REQUIREMENTS
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4.0 Invoices: Each invoice shall indicate food sub-total and non-food sub-total.

4.1 Statements: A separate statement for each school will be prepared monthly. Statements will be forwarded no later than three (3) days after the last working day of the month to the appropriate school division.

Statements must contain:

Name and number of the school.

The total of each individual invoiced delivery for the period.

The total for all credits from shortages or damaged products for the period.

The total of all invoiced deliveries for the period (balance).

4.2 Payments: Payment shall be mailed after satisfactory performance of the contract, in accordance with all the provisions thereof, unless unusual circumstances exist. This will be no later than 20 days from the last day of the billing period.

4.3 Audits: Throughout the life of the contract, the District reserves the right to conduct audits of contractor’s invoices, freight schedules, and inventory records. Audits may be conducted up to a quarterly basis or more frequently if discrepancies are found.

4.4 Credits and Return Memorandum:

a) Within seven (7) days of receipt of deficient, incorrect, or damaged Item, the District will contact the bidder who will arrange for pick up and credit of the deficient item(s). The District will hold the item at the original temperature and will make every attempt to promptly return the item in its original packaging. The District will dispose of any item that leaks; is infested with vermin, spoiled/damaged produce, or due to any other conditions that make storage difficult. The bidder will issue credit/return authorization for pickups as soon as possible, and a credit memo/invoice shall be completed within fourteen (14) days and forwarded to the District's Accounts Payable contact.

b) The bidder shall accept returns under the following (but not be limited to) conditions:

- i) Items shipped or ordered in error
- ii) Items damaged in shipment
- iii) Items with concealed or latent damage
- iv) Items that are recalled
- v) Items which do not meet reasonable shelf-life requirements
- vi) Items that do not meet minimum quality requirements
- vii) Items delivered in unsanitary delivery vehicles
- viii) Items delivered that exceed the minimum/maximum specified temperature.

c) There shall be no restocking charges for items ordered in error if the bidder regularly stocks the item. The District will monitor any chronic occurrences of mis-orders and will act to correct any problems.

SECTION 5: SPECIAL TERMS AND CONDITIONS

5.0 Food Laws and Inspection: All products specified herein shall be processed, packaged and delivered in accordance with regulation of the Montana Department of Health, US Department of Agriculture and requirements of the Federal Food, Drug and Cosmetic Act.

All fresh and refrigerated products shall be free from spoilage.

An authorized representative of the District shall have the right to inspect the premises, facilities, and processing methods for producing items covered by this contract

The contractor must utilize Hazard Analysis Critical Control Point (HACCP) principals and systems to insure that food is purchased, stored and distributed in a sanitary manner. The contractor HACCP plan must be provided upon request. The contractor is encouraged to provide food temperature documentation records upon request.

5.1 Buyer/Contractor Relationship

5.1.1 The contractor is expected to interface with packers on problems related to product pack and quality.

5.1.2 The contractor is encouraged to offer educational in-service and other value added services.

5.1.3 The District shall provide the contractor with menus upon request.

5.1.4 The successful contractor shall provide copies of nutritional analysis, Child Nutrition labels and ingredient statement information.

5.1.5 Upon Foodservice Director request, the contractors shall be able to provide historical data on the number of awarded bid items delivered as of a certain date. This information will primarily be used for estimating quantities on subsequent bids.

5.1.6 **The successful contractors must provide a written statement on company letterhead stating that NO DELIVERY DRIVER who has been convicted of any offenses involving sexual molestation (or is currently under investigation) will be involved in the delivery of products to schools.**

5.2 Non-Performance of Contract and Termination

Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:

A At least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and

B An opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

5.3 Equal Employment Opportunity

In accordance with federal law and USDA policy, the Contractor and District are prohibited from discrimination on the basis of race, color, national origin, sex, age or disability. In addition, the District affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; Department of Labor Regulation (41/CFR, Part 60), and any additions or amendments thereto.

5.4 Clean Air Act and Water Pollution Control Act

As specified in 7 CFR, Section 3016.36 (i)(12), the Distributor and the District must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. Violations shall be reported to the USDA and to the USEPA Assistant Administrator for Enforcement (EN-329).

5.5 Suspension and Debarment, Voluntary Exclusion

By submitting this bid, the distributor certifies that it is not suspended, debarred, or voluntarily excluded from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred or voluntarily excluded.

Further, the Contractor agrees to notify the District by certified mail should the Contractor or any of its agents become debarred, suspended or voluntarily excluded during the term of this Contract

5.6 Byrd Anti-Lobbying Amendment

As specified in 31 U.S.C 1352 (Appendix II of 2 CFR Part 200 (j)), Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer of employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered in 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.

Attachment A: 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.

Distributor Name: _____

Authorized Representative: _____
(Printed Name and Title) Date

Authorized Representative: _____
(Signature) Date