



REQUEST FOR PROPOSAL

Notice is hereby given that the **LIBERTY PUBLIC SCHOOL DISTRICT, LIBERTY, MISSOURI**, requests written, sealed proposal on the items specified on the attached sheet(s).

DESCRIPTION OF PROPOSAL ITEMS

DATE: MAY 4, 2018

RFP NUMBER: 006-018

RFP TITLE: NUTRITION SERVICES PRIME VENDOR DISTRIBUTION & PROCUREMENT OF FOOD & NON-FOOD SUPPLIES

CONTRACT DURATION: AUGUST 1, 2018 THROUGH JULY 31, 2019

SUBMITTAL DEADLINE: MUST be received on or before **JUNE 6, 2018 at 1:30PM CST**
Faxed or e-mailed proposals will not be considered.

MAIL PROPOSAL TO: Jason Breit, Director of Purchasing
Liberty Public School District 53
801 Kent Street
Liberty, MO 64068
816-736-5358

All questions, requests for information or clarification pertaining to this RFP must be submitted in writing to Von Gulliford at von.gulliford@lps53.org and/or Susan St. Ama at susan.stama@lps53.org.

All supporting RFP documents such as addenda, tabulation sheets, notices of action and/or notices of award will be posted on the website the District's website at <https://www.lps53.org/Page/1563>. It is the responsibility of the submitter to monitor the website for all information regarding this RFP or any upcoming bids/proposals.

SUBMITTER ACKNOWLEDGEMENT

A written original signature in ink is required.

The District reserves the right to accept or reject all or any part of any quote, to waive technicalities, and to accept the offer that the District considers to be the most advantageous. Failure to read or comply with the enclosed terms and conditions in no way relieves proposers from their liabilities arising hereunder.

Having carefully examined the Request For Proposal, proposal terms and conditions, specifications and the proposal forms, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this proposal document.

I CERTIFY THAT THE ABOVE PRODUCTS ARE GUARANTEED TO MEET OR EXCEED SPECIFICATIONS CONTAINED IN THIS PROPOSAL.

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposal Respondent, and that the contents of this RFP as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal."

Company Name _____

Address _____ City _____ State _____ Zip Code _____

Telephone _____ E-mail Address _____ Web Address _____

Name (Typed or Printed) _____

Signature of Authorized Representative: _____

Date _____

Pages 2, 3, 5 and 6 and attached forms MUST be completed, signed in ink, and returned or proposal may be considered non-responsive.

RFP IDENTIFICATION LABEL

NOTICE TO ALL RESPONDENTS

For your convenience, the label below has been provided to properly identify your proposal submittal. Proposals must include USB Drive with completed Prime Vendor Bid Workbook as presented in this RFP. Place your proposal in a sealed envelope, type or print company name and address in area provided below and affix the label on the outer surface of the envelope or package.

The Liberty Public School District 53, Support Services Center (SSC) is a controlled access building. All visitors are required to use the phone at the front entrance to gain access. If you are hand delivering a proposal, notify the Purchasing Department that you have a proposal to deliver via the lobby telephone. A record of all deliveries and delivery times will be documented in the Purchasing Department.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO THE OUTSIDE OF YOUR REPLY ENVELOPE.

DO NOT OPEN - SEALED RFP - DO NOT OPEN

RFP #: **RFP 006-018**

TITLE: **NUTRITION SERVICES PRIME VENDOR DISTRIBUTION & PROCUREMENT OF FOOD
& NON-FOOD SUPPLIES**

PROPOSAL TO BE OPENED ON: JUNE 6, 2018 at 1:30 PM CST

FROM:

DELIVER TO:

LIBERTY PUBLIC SCHOOL DISTRICT
PURCHASING DEPARTMENT
ATTN: JASON BREIT
801 KENT STREET
LIBERTY, MO 64068

INTRODUCTION AND RFP INSTRUCTIONS

INTRODUCTION:

Liberty Public School District (also referred to as “LPSD”) will be accepting proposals from qualified firms for the distribution and procurement of food and non-food supplies for use in school meal programs. All products are required to meet the demands of student preferences and meet or exceed the nutrition requirements of the United States Department of Agriculture (USDA) Meal Pattern Requirements and Nutrition Standards. The products will be delivered to each LPSD school.

Specifications as written meet all entity's admissible specified requirements. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or approved equal" if not inserted shall be implied. The LPSD reserves the right to make final decisions on comparable items as approved equals. Items delivered must be exact brand and model as reviewed and awarded, or must be approved as equal according to the procedures outlined in this proposal.

BACKGROUND

Liberty Public School District has an enrollment of approximately 12,000 students. The district operates 18 schools including 11 elementary schools, 4 middle school, 2 high schools, and 1 specialized school. In addition there is 1 early childhood center. The average daily meal participation is approximately 1,000 breakfasts, 8,000 lunches, \$8000 a la carte sales, 800 after-school snacks, and 55,500 summer meals. The LPSD annual anticipated expenditure for the services requested is \$1,665,000.

PROPOSAL

Provide a USB Drive that contains the bid pricing on the Prime Vendor Bid Workbook provided by Liberty Public School District. Please complete the document by filling in all sections as outlined in the guidelines for completion – RFP and Contract Requirements section of this document. If you have difficulty accessing the document, please contact the Liberty Nutrition Services office immediately. The Prime Vendor Bid Workbook must be electronically completed and will not be accepted as a handwritten hard copy. Distributors must fill in all blank columns on items being quoted such as manufacturer brand name and product code number, unit price, and all other requested criteria. It will be the Submitter's responsibility to check and verify formulas provided in the Prime Vendor Bid Workbook are totaling correctly. Where there is an error in extension of price, the unit price shall govern. Only one quote per item will be accepted on original proposal. Alternate items must be submitted as an attachment. Original signatures are required on the proposal document. Signature pages must be hard copy. **Failure to follow any of these instructions will disqualify offer.**

The Remainder of This Page Has Been Left Blank Intentionally

RFP SUBMISSION FIRM - SUBMIT THE FOLLOWING:

NAME OF FIRM SUBMITTING RFP: _____

SIGNING OFFICER: _____

DATE SUBMITTED: _____

TELEPHONE: _____

Our Bottom Line Bid for product is as follows:

Group 1 Food and Supplies Amount: \$ _____

Group 2 Commodity NOI Items Amount: \$ _____

Commodity Delivery Case Fee Per Case: \$ _____

Warehouse/Quantity Drop Discount Percentage: % _____

Distributor shall provide pricing source with cost plus fixed fee for the purchase of all items identified in specifications and all items not listed on this proposal. The pricing guide source should be from a published verifiable source. The cost plus fixed fee must be good for the entire proposal period. See Project Overview Section – Bid Terms, for cost adjustment.

Pricing Source Used to Establish Fixed Fee: _____

Cost Plus Fixed Fee: _____

Bid Price will be determined as follows:

Invoice cost of merchandise
+ Freight in (if not included in invoice cost)
- Manufacturer promotional dollars and
discounts.

= Actual cost (Vendor's cost)
Bid Price = Actual Cost (Vendor's Cost) + Fixed
Fee

Please indicate, if any, the percentage discount for early payment incentive and the terms: _____

Note: Please fill out this sheet in INK. If corrections are needed, cross out and initial. DO NOT ERASE.

DEVIATION STATEMENT AND VENDOR ACKNOWLEDGMENT FORM

This page MUST be completed, signed & returned or proposal may be considered non-responsive.

CHECK ONE: ☐ No Deviations ☐ Deviation information ☐ Deviation from Specifications

Listing of Deviations (if any): _____

BUY AMERICAN PROVISION:

Liberty Public School District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d)." Substantially means that a minimum of 51% of the final processed food comes from American produced products.

"Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 7 day (s) in advance of delivery. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
- Price of the domestic food alternative substitute(s);
- Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

Reason for exception:

- limited/lack of availability
- price (include price):
 - Price of the domestic food product; and
 - Price of the non-domestic product that meets the required specification of the domestic product."

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 on behalf of the undersigned, 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 the awarding of a Federal contract, the 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 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 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 covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

CHILD SUPPORT CERTIFICATION:

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

CLEAN AIR AND WATER ACT:

As required by USDA, the undersigned certifies the following:

I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1990, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C.1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

CIVIL RIGHTS/ANTI-DISCRIMINATION:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the agency where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint form, (AD-3027) found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington D.C. 20250-9410
2. Fax: (202) 690-7442 or
3. Email: program.intake@usda.gov

This institution is an equal opportunity provider.

LIMITED LIABILITY INSURANCE:

Limited Liability Insurance: The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below for Liberty School District #53. Liberty School District #53 should be listed as an "additional insured" on General Liability Policy. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability and upon awarding of this contract. Certified copies of original insurance policies shall be furnished to LPS.

- a) Workers' Compensation with Waiver of subrogation to Liberty Employer's Liability, including all states, and other endorsements, if applicable to the Project. Statutory, and Bodily Injury by Accident: \$1,000,000 each accident. Bodily Injury by Disease: \$1,000,000 policy limit, \$1,000,000 each employee. Liberty shall be named as "additional insured" on workers' compensation policy.
- b) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability 1,000,000; Damage to premises rented to your limit, 100,000 any one premises, Medical expense limit 5,000 any one person. Personal and Advertising Injury Liability. \$1,000,000 each occurrence. Limit Bodily Injury and Property Damage Combined \$300,000 Products-Completed Operations General Aggregate Limit \$2,000,000 per Job Aggregate \$1,000,000 Personal and Advertising Injury Limit. Liberty shall be named as "additional insured" on commercial general liability policy.
- c) Automobile Liability Coverage: \$300,000 Combined Liability Limits per individual, \$2,000,000 per occurrence, Bodily Injury and Property Damage Combined. Liberty shall be named as "additional insured" on automobile policy.

Please share these requirements with your insurance agent and have a current ACCORD form Certificate of Insurance sent to 801 Kent Street, Liberty Missouri 64068, within 15 days of award of contract.

ACQUISITION REGULATIONS:

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.

EQUAL EMPLOYMENT OPPORTUNITY:

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.”

ENERGY POLICY AND CONSERVATION ACT:

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

DEBARMENT AND SUSPENSION:

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 Excluded Parties List System 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.” The Excluded Parties List System in SAM 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.

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PROJECT OVERVIEW

PROJECT OBJECTIVE:

The Request For Proposal (RFP) is for the purpose of entering into a contract with a full line food service distributor who can supply all the products outlined within the RFP. It is the intent of the District that the Distributor would be the primary supplier of a special range of food and food service-related request supplies for school food and nutrition operations. The Distributor must reciprocally agree to provide a comprehensive product line to meet the total requirements of the District and minimize the occurrences when the District may have to seek other interim product sources. The determination shall be based on the District's evaluation of submitted proposals. The goal is to craft a one (1)-year contract renewable for four (4) successive one (1)-year terms to address the District's need for food and non-food supplies.

The District's intent is to enter into a long-term professional relationship with one Distributor. We are looking for a partner with experience, financial stability, whose technology will be kept up-to-date and who will sustain and provide effective customer service. The District's objective is to obtain a reliable supply of product in a manner that is financially viable for both the District and the awarded Distributor. The District and awarded Distributor will utilize mutually agreed upon price adjustments based upon industry standards and best business practices thereby allowing both parties to control costs.

The awarded Distributor will be responsible for:

- Offering services described herein at a fixed fee per case for delivered product
- Competitively bidding products on behalf of the District using the District's specifications and distributions/delivery of those products
- Administration and distribution of processed USDA Commodities
- Delivering weekly to approximately 17 school sites
- Delivering supplies and emergency products as needed

The District's intent is to provide the Distributor accurate, timely forecasting and fulfill purchase of forecasted volumes. It is expected that the awarded Distributor will work in good faith with the District in all efforts related to cost savings realized as a result of the forecasting process. It is recognized that, in the food supply chain process, economics of scale are not the only cost opportunities that may arise. The District is interested in partnering with a Distributor who may introduce other cost savings concepts that will be to the benefit of all parties.

Food-safety and availability will be paramount. The selected Distributor will be expected to warrant food-safety and product-availability, assuming all risk of ensuring those two key aspects of food-provision. The District's expectations are that the Distributor selected shall already have in place systems to maintain a high-quality program for warehousing and distribution. The Distributor must assure that: first-in, first-out inventory principles are used; an HACCP (Hazard Analysis Critical Control Point) system is in place; a Cold Chain Management System is in place; product shelf life is monitored, products are free of damage; correct products and quantities are "picked" and delivered on the correct day and time; the correct price is charged, product discrepancies and complaints are resolved and corrective action is initiated; customer satisfaction is monitored; supplier/FDA-initiated food recalls are promptly reported, and salvaged products are not delivered.

SCOPE OF SERVICES:

The awarded Distributor will charge the District a fixed fee product case. This fee to the District will include all costs that are associated with the contract. The awarded Distributor will use District product specifications to solicit competitive bids from manufacturers for the purchase of food and non-food items as required by the Districts. When these products have been awarded and approved by the District, the Distributor will order, receive, and store the products and distribute these products as directed by the District. Purchase orders will be used to facilitate payment.

The District will work with the awarded Distributor in order to acquire the best product at the best cost. The Distributor will lend their experience and expertise to purchase the product requested. Purchases shall be made in the most cost effective manner. The distributor must award their bid to the lowest cost per equal increment of products that meets or exceeds the specifications, terms and conditions. Failure to offer the lowest best price on all products may result in termination of the contract.

In accordance with Federal requirements 210.21 Procurement, the school food authority (LPSD) must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

- (1) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
 - (a) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
 - (b) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
- (2) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
- (3) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
- (4) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
- (5) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Prohibited expenditure. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

The Distributor shall inform the District immediately of any market changes concerning supply and demand that may affect pricing and/or distribution and advise the District as such in order to make the most economical decisions for the District.

While procuring and researching products, the Distributor is required to respond promptly to problems with products, delivery, or transaction documentation, provide timely and accurate cost and usage reports, and perform all contractual requirements in a manner consistent with the best interests of the District.

CLARIFICATION DEADLINE:

The Vendor is presumed to completely accept the RFP requirements. **The Vendor must raise any questions regarding the RFP requirements no later than May 16, 2018, 3:00 PM CST.**

In addition, the vendor must list and outline, in their RFP response, any exceptions to the RFP requirements. The timeliness, nature and number of the exceptions taken by the Vendor are among the factors that the District will consider in selecting the successful Vendor.

TIMELINE OF EVENTS:

Friday, May 4, 2018	Solicitation Release Date
Wednesday, May 16, 2018	Deadline for Questions / Alternate Product(s) Requests 3:00 PM CST
Wednesday, June 6, 2018	RFP Due - 1:30 PM CST
Thursday, June 6,–Wednesday, June 20, 2018	Anticipated Evaluation
Thursday, June 21, 2018	Anticipated Recommendation for Board Approval
Tuesday, June 26, 2018	Anticipated BOE Award
Wednesday, June 27, 2018	Anticipated Vendor Award Notification

RFP CONTENTS AND SUBMISSION:

RFPs shall include the following information:

- A. Name, address, and telephone number of Submitter(s).
- B. Full price for providing the Product, and Services in accordance with the RFP.
- C. A completed RFP Form attached to this Request For Proposal.
- D. Name, address and telephone number of not less than two (2) references for whom the Vendor has provided similar Supplies, and Services to within the last 2 years.
- E. Detailed description of material and services to be provided.

Vendors must use the forms provided for the purpose of submitting quotes and must give the unit price, extend totals, and sign the quote as required in each specific instance. If the vendor does not care to quote, we request that forms be returned and the reason noted.

Identify the item you will furnish by brand or manufacturer's name and catalog numbers, as applicable. Also furnish all specifications and descriptive literature.

SPECIAL REQUIREMENTS:

One original clearly marked "**Original**", and two (2) copies, clearly marked "**Copy**", must be submitted. The complete RFP Response should be sealed in an envelope or box for delivery to the Purchasing Office of Liberty Public Schools. "Copy" documents must be identical to Original Response submitted. The Liberty School District will not be held responsible for pricing sheets or materials left out of "Copy" or "Original" submittals.

The District may occasionally submit more than one separately numbered proposal packet to you in a single envelope. Please be aware that you must return separately numbered proposals to the District in separate envelopes. Multiple options within the same proposal may, however, be submitted together.

ADDENDA:

All changes, additions, and/or clarifications in connection with this RFP will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the RFP (see "RFP Response Form"). Verbal responses and/or representations shall not be binding.

EVALUATION:

In evaluating any aspect of the Proposal, the District may consider previous dealings with the Vendor, references from the Vendor's customers, inspections of other Supplies or Services provided by the Vendor, and any other information the District obtains regarding the Vendor, or that the District deems relevant. Only proposals that meet the requirements contained in this RFP will be evaluated on the following criteria:

<u>Criteria</u>	<u>Possible Points</u>
Price Evaluation	30
Ability of Distributor to deliver at least 90% of items requested	20
Scope of Services and Project Approach	20
Reporting Services	5
Highest number of Annual Bid Prices	15
Lowest Commodity Delivery Case Fee	5
Lowest Total Number of "No Bid" or "Special Order" items	5
TOTAL POINTS	100

The average of all scores will be calculated to determine a ranking of all Respondents for each category. The Evaluation Committee shall determine if interviews are necessary.

SUPPLEMENTAL MATERIALS:

Vendors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the vendor wishes to include as a condition of the proposal, must also be in the returned RFP package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

CONTRACT PERIOD:

The contract will be for a period of one (1) year, effective August 1, 2018 through July 31, 2019. It is specifically understood and agreed that the contract shall be renewable after July 31, 2019 for four successive one-year terms from August 1 through July 31st, 2019, 2020, 2021, and 2022. The supplier must provide Liberty Public School District Nutrition Services Department with guaranteed annual Bid pricing in addition to “market” pricing based on contracted cost plus fixed fee by March 1st of each renewable year. **If Liberty Public School District does not receive price adjustment information by that date, then it is understood that the current year’s pricing will remain in effect for the following calendar year.** The Liberty Public School District may terminate the contract at the end of each contract period by providing written notice to the supplier on or before June 30th. Written notice of termination may also be initiated at any time by either party for failure to uphold the terms of the contract. The transfer or assignment of this contract is prohibited.

TERMINATION:

Contracts may be terminated at any time, on 30 days written notice, upon the mutual agreement of all parties, or in a shorter period of time, if the terms of the contract are violated in any way.

RFP OPENING:

The RFP Response Form and any modifications shall be returned in a sealed envelope addressed to the Purchasing Department, 801 Kent Street, Liberty, Missouri, 64068. **The RFP number and RFP Opening date shall be shown on the face of the envelope, and must be labeled with the vendor’s name.** Facsimile telegraph RFPs will not be considered. RFPs may be modified if sent in a sealed envelope, marked “Revised RFP”, and be in the possession of the Purchasing Director by the RFP opening date and time. All prospective Submitters will utilize the attached RFP Form.

RFP REJECTION:

The District reserves the right to accept or reject all or any part of any quote, to waive technicalities, and to accept the offer that the District considers to be the most advantageous.

ACCEPTANCE OF RFP:

The District reserves the right to accept the RFP that, in its judgment, is the lowest and/or best RFP.

LATE RFP:

RFPs received after the date and time of the RFP opening stated herein shall not be considered and will be returned unopened.

MISTAKE IN RFPS:

If the respondent discovers a mistake in RFP prior to the date and time specified for the RFP opening, he or she may correct the mistake by modifying or withdrawing the RFP. If the apparent low and best Submitter discovers a mistake in RFP of a serious and significant nature which is unfavorable to him or her prior to the issuance of a purchase order or a contract, he or she may request consideration be given to modifying the RFP if he or she remains the lowest Submitter or to withdrawing the RFP if the result of the correction of the mistake makes another RFP lowest and best RFP. The mistake must be evident and provable. A mistake in RFP cannot be considered once a purchase order or contract is issued.

NEGOTIATION:

- A. The District reserves the right to award a contract based on the initial Responses received, without engaging in discussions or negotiations. Accordingly, a Vendor should submit its initial RFP on the most favorable terms possible to the District. However, should only one RFP be received by the District, the District may, but is not obligated to, conduct negotiations with this vendor whose Response, in the opinion of the District, is competitive or may best meet the needs of the District.
- B. The District may, but is not obligated to, seek clarification of a Response submitted by a Vendor.
- C. If the District chooses to negotiate, negotiation may involve any issue bearing on the Response and may take place after submission of Response and before an award is made. The District reserves the right to follow negotiations with a request for submission of a best and final Response.

AWARD OF THE CONTRACT:

After the RFPs have been opened and duly considered, the lowest and/or best RFP shall be submitted to the Liberty Public School District 53 Board of Education for formal approval. After approval by the District Board of Education, the Purchasing Director will notify, in writing, the successful Submitter. An approved RFP award by the Board of Education shall constitute the District's official award of the RFP. A written contract, or purchase order, noting the terms and conditions of this RFP will be executed before "Notice to Proceed" is given. **Vendors with standardized contracts should submit them with the RFP Response.**

The primary vendor will receive no less than 90% of total purchases.

After the opening, the proposal will be checked against the mandatory requirements of the proposal to assure compliance. These submittal requirements are obligatory, and failure to fully comply may deem the proposal unresponsive. If the proposal fails to meet any mandatory requirements, such failures will be noted and documented in a deficiency report by the Nutrition Services Director.

1. On-line order entry and item inquiry – The website will enable the District to order food and supplies; to check history of quantities ordered for each item by school; to check current prices; to check nutritional information; and to check pack and special instructions for items via a computer terminal in the food service office of each school in the District.
2. The ability of vendor to provide nutrition and allergen information on prepared items on request; PDF file preferred.
3. Accurate calculation and extension of bid prices.
4. Ability to track the usage of items eligible for manufacturer's rebates and commodity tracking.
5. Distributor must guarantee that if the distributor does not currently stock the item being awarded that the distributor will begin stocking the item for LPSD in time for school ordering (August 1, 2018).
6. If a distributor is quoting an item that is considered "special order", this must be noted on item as quoted.
7. Awarded distributors should be able to receive, store and deliver USDA commodities for the district.
8. LPSD will evaluate each distributor's proposal to assure consistency between the various sections.

FIXED FEES:

Approved fixed fees shall be added to product costs to determine the selling prices of products delivered to schools. The fees shall include all services related to purchasing, storing, and delivering items covered by the contract, as well as other indirect and overhead costs, including profit and risk. Fixed fees are **not** subject to change during the RFP period.

FORECASTING:

LPSD is committed to providing accurate, timely forecasts to awarded manufacturers and distributors to help guarantee a continuous supply of products. The District follows six-week cycle menus and uses Point of Service software to track actual items selected by students. This increases the accuracy of menu projections and helps enable tracking against projections.

Distributors are required to bid and deliver all items listed, as well as items which may be added later. Any questions concerning a distributor's capability to bid or deliver an item must be raised with LPSD Nutrition Services Director, Von Gulliford at least two week prior to RFP opening.

Quantities given herein are believed to be correct estimates. LPSD will advise distributor(s) of any volume increases or decreases as often as possible when these increases or decreases occur to insure a smooth flow of product and to assist in eliminating delivery shortages or distributor overstocks.

BID TERMS:

- A. Bidding requires firm annual pricing. Shorter terms must be indicated on the bid spreadsheet and will be considered in final Scoring.
- B. Bid Group 2 includes commodity products that will be procured and delivered with Net Off Invoice pricing. Firm annual pricing on the case value and a set delivery fee for the term of the contract are required. Please note that should commodity pounds be exhausted, the firm price plus delivery fee without commodity value deduction will become the firm price for the duration of the contract year.
- C. Commodity Storage: The contract distributor agrees to pick up, warehouse and deliver USDA frozen donated food for LPSD. Upon contract expiration/termination, the contract distributor is responsible to transport commodity inventories (if applicable) to the new awarded distributor's warehouse prior to July 1.
 - Expectations for activities surrounding USDA Commodities for the P/L Group is as follows:
 - ✓ The loads will be delivered at a minimum of nine (9) times per year. Deliveries will be made on exchangeable pallets. The contract distributor is responsible for receiving the product and verifying (by signature) the amount received. Products will be assigned an item code and be accessible for ordering by LPSD. See Prime Vendor Bid Workbook for velocity.
 - ✓ Deliveries are to be made to food preparation sites, as ordered along with commercial foods.
 - ✓ LPSD representative and the contract distributor will reconcile USDA inventories weekly.
 - ✓ Contract distributor will communicate to LPSD Nutrition Services any products that have not shown signs of movement.
- D. Cost plus fixed fee is the maximum mark up for items where no bid allowance is available.
- E. Warehouse/Quantity Drop Discount: In Section I of this proposal vendors are asked to quote a percentage discount for quantity drops for Section 1 products. This discount shall apply to orders with a minimum of \$5,000 per drop to the LPSD warehouse or schools. This discount will be based on the total dollar amount of the drop rather than an individual invoice total when multiple orders are delivered to one location. A discount method will be calculated by taking the discount percentage and subtracting it from 100%. The sum percentage will then be multiplied by the offered costs in Section I to create the purchase cost.
- F. Midterm cost adjustment: There will be an opportunity for a midterm cost adjustment with proof of a manufacturer increase of 5% or greater only. All proposed price adjustments must be received by Liberty Public School District Director of Nutrition Services by December 1, 2018. Approved price increases will go into effect for products ordered on or after January 1, 2019. Price adjustment requests must state the proposed new price, include a copy of the manufacturer's old and new price list, and a letter from the manufacturer stating that there are no special prices available. All proposed price adjustments must be approved by the Director of Nutrition Services in order for any new pricing to take effect. Price decreases will not require any proof from the manufacturer. LPSD reserves the right to solicit other sources for items where increases are proposed, and may change the source of supply if the proposed pricing seems unjustified.

EXCLUSIVITY:

- A. The District agrees to use the designated contract supplier as an exclusive source for the various items and services as listed, as well as for comparable substitutes and additional items. The only anticipated exceptions might be in time of emergency or for products that the vendor is unable or unwilling to obtain.
- B. The designated supplier reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when LPSD may have to seek other interim product sources. Failure to deliver 100% of the items on this list - within 48 hours – may be considered default.
- C. In case of default by the successful Submitter, LPSD district after due notice (oral or written) may procure the necessary supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby.

Continuous instances of default may result in cancellation of the contract and removal from the pre-qualified RFP list, at the option of LPSD.

- D. Any award made as a result of this solicitation, may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by the vendor.

ORDERING:

The Distributor shall provide a full-service, online, secure web-based order entry system, based on a specified order guide/shopping list, at no charge to the District. District anticipates the implementation of direct order entry. As upgrades to the Distributor's existing on-line order entry system happen during the contract period, the up-graded system must be made available to the District at no additional charge. The online order system must have secure password-protected accounts with user friendly search capabilities by category, product description, product number, brand, or manufacturer number. User must also have the ability to print an order confirmation once an order is transmitted that displays any out-of-stock items or problems with the order.

The Distributor shall be able to receive a file via a secure format mutually agreed upon by the District and the Distributor. The Distributor shall be able to send the same file with date modifications reflecting a suggested order to the District in the same format. The District reserves the right to make changes to the specification with the Distributor as necessary in order to reach mutual compliance.

REPORTS:

The Distributor shall be able to provide, upon request, a full range of reports reflecting the District accounts. The reports need to be provided electronically via e-mail in Excel spreadsheets.

- A. **Distributor must submit a detailed electronic bid document of all proposed items with full item description, pack size, and stock numbers with proposal.**
- B. Distributor shall provide an initial and updated copy of all bid allowances.
- C. Usage reports, which report item sales and totals for the district, shall be supplied upon request. Usage reports for rebates shall be provided monthly.
- D. By January 15th of each contract year, the District must receive a purchased velocity report detailing all purchases for LPSD, with LPSD numbers identified. This report must be presented in an electronic format that can be manipulated to meet the needs of the district. The velocity report is the actual purchases from July 1 through December 31. Additional velocity reports may be requested as needed.
- E. A Monthly Performance Report to include all food and supply substitutions and corresponding price charged will be provided monthly in electronic format to the district.

DELIVERY TIMES AND PLACES:

Prices quoted shall be for delivered to all delivery sites in the district as shown in RFP and Contract Requirements Section, Item J. All drop sites require deliveries for the length of the contract. Deliveries shall be ordered in full-case quantities whenever possible.

Delivery Schedule: The successful Submitter shall submit delivery schedules to the school district official for approval. This schedule shall remain constant from week to week. Pre-dawn deliveries are preferred, if available. Deliveries shall be made in accord with the frequency and hours designated in RFP and Contract Requirements Section, Item J. All deliveries must be completed by 10:00am to avoid lunch meal service. When holidays or closed days fall on a schedule delivery day, deliveries shall be made on the next school day unless otherwise instructed by the school district officials.

If delivery is delayed, LPSD Nutrition Services Office must be notified as soon as possible. Delayed is defined as more than one (1) hour past the delivery window. If an order is delivered late, the Distributor may be expected to reimburse the District for any overtime pay incurred by District personnel receiving the delivery.

Whenever a Distributor's place of business, mode of delivery, or source of supply has been disrupted by strike, act of God, or any other disruption beyond the Distributor's control, it shall be the Distributor's responsibility to promptly notify the District.

Delivery Procedure: All the Distributor's facilities and delivery vehicles shall conform to local, state, and federal rules and regulations regarding safety and sanitation, and are subject to inspection by the District and other officials at the discretion of the District. Products shall be maintained at proper temperatures throughout the supply chain when received by the Districts' ordering school.

Deliveries must be made in dual or tri-compartment refrigerated trucks to adequately protect frozen, dry, chilled, and special care products in accordance with packer's recommendations. The Distributor shall make all deliveries in such manner that will reduce shifting cases on the delivery truck, and thereby, minimize crushed or damaged cases/products. Signage with the Distributor's name shall be prominently displayed on delivery vehicles the Distributor utilizes to conduct business on the District's school campuses.

Drivers and helpers shall deliver merchandise into designated storage areas (dry, chilled and frozen) at each school accompanied by a designated school employee, unless predawn deliveries are made.

All shipments are subject to inspection and approval upon arrival at the District's ordering school. The District reserves the right to refuse delivery of any product(s) which may be evidence of improper storage, sanitation practices, or other damage(s). Multiple occurrences may result in the cancellation of the contract.

Delivery Personnel: All Distributor employees (i.e. service personnel, management representative, etc.), shall conduct business with District personnel in a competent, courteous, and professional manner. The District shall notify the Distributor of any chronic problems with delivery personnel. The District reserves the right to require a change in service or management representation if the conduct by the Distributor's personnel, in the opinion of the District is unprofessional.

All Distributor employees shall bear and be able to present proper identification upon request. The Distributor's delivery personnel shall be well groomed, and at all times, wearing a Distributor uniform that denotes the Distributor and employee's name. Delivery personnel shall not smoke or use tobacco on school campuses and must not remain on school property for scheduled break periods. Delivery personnel will be required to follow all security protocols established by the District.

The Distributor will be responsible for damage (other than normal wear and tear) to buildings, poles, walls, and docks.

Delivery Failure: The expectation is that the Distributor guarantees delivery on the days designated. If the Distributor fails to deliver an order, the District will be notified immediately in order to make corrective actions, such as making a special delivery to the District, arranging for delivery by an alternate supplier, or by making other satisfactory arrangements. The Distributor shall be responsible for any cost difference between the price of the originally ordered products and those of an alternate supplier, should the Distributor be unable to resolve any delivery issues internally.

ITEM SUBSTITUTIONS AND SHORTAGES:

The Distributor shall accommodate all orders. To assure provision of service excellence to our customers, the Distributor shall provide all products as selected by the district at a fill rate of 90%. Distributor must have items stocked and available to fill orders beginning the first week of August for the school year. Manufacturer's brand and product code number awarded must be the brand and product code number delivered. No unauthorized substitutions will be accepted. Approved substitutions will be calculated as shortages. The District shall work closely with the Distributor by providing menus, forecasted usage, and/or any other information pertaining to its ongoing and changing needs to help keep shortages to a minimum.

The District must be notified prior to delivery of any shortages that will occur either through the on-line order system confirmation or other form of communication. The Distributor will have a designated contact for weekly monitoring of substitutions and/or shortages. **Substitutions may be made only upon prior approval of the District's Department of Nutrition Services.** The decision on substitutions will be made by the District, based on cost, intended use for the menu, and customer acceptance.

Substituted products must be equal to or superior to the item bid and shipped at no more than the original item cost. If the substituted item cost is less than the original item cost, the lower cost shall prevail. If the bid item is a house brand, the district must be notified when the packer of the house brand changes. A monthly report of all substitutions and the corresponding price charged must be provided.

All substitutions should be noted on the invoice. Out of stock items should be labeled “out of stock” on the invoice and the item approved for substitution must be labeled “substitution” on the invoice. In addition, the originally ordered product should be left on the invoice and show zero (0) shipped.

The District will provide written documentation to address prolonged fill rate deficiencies. Excessive shortages may be cause for termination of the Contract with the Distributor, and may result in default.

FOOD SAFETY AND RECALLS:

Ensuring the safety of the food supply is critical to the District. Manufacturers and distributors are expected to comply with all federal, state, and local laws and regulations regarding recalls. The Distributor shall have a process in place to effectively respond to a product recall which should include the following objectives:

- Provide accurate and timely communication to the District regarding a recall.
- Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
- Streamline the process for reimbursement for recalled products.

PRODUCTS:

The District requires that the Distributor have an effective quality/control assurance program in place with well-established procedures that are followed to ensure a quality Food and Supplies Program.

The District reserves the right to determine product selections for the District’s program. As the District’s product selection requirements change, it may be necessary for the District to require a change in product selections, packaging, and/or delivery locations by the Distributor.

The District’s expectation is that all food and supplies be readily available. The Distributor shall stock specified and pre-approved products after contract award. Before the Distributor can make stock changes to the approved list, a review of those changes must be presented to the District. All products shall be pre-approved by the District after contract award and samples may be required to make that determination. The District also reserves the right to order any other food and food-related product from the Distributor that is not included in the stock and pre-approved product listing. The Distributor will be responsible to avoid overstocking and use District’s projections and forecasts as an ordering guide.

The District shall not be limited to the estimated usage figures. The quantities for each item are estimates based on current usage figures for a similar time period. It is understood and agreed that the District reserves the right to increase or decrease quantities, or modify conditions and/or specifications with notice.

Expanded Product and Nutrition Information: The Distributor shall provide the District expanded product information to include, but not limited to, manufacturer name, manufacturer product code number, general description of the product, portion or serving size, number of portions per case, whether delivered frozen, refrigerated, or shelf stable, storage temperature, shelf life of the product, preparation and cooking information, and serving suggestions.

The Distributor shall also provide the District electronic nutritional information to include, but not be limited to, the list of ingredients as per the product label, including any allergy designations, (e.g., peanuts, tree nuts, fish, shellfish, eggs, milk, wheat, and soy); portion size in grams, calories in Kcal per portion, total fat, trans fat, saturated fat, sodium, fiber and meal component equivalents (for child nutrition items), percentage of whole grains or grain components, protein, and carbohydrate content in grams per portion, and a manufacturer contact telephone number and email address for additional information of needed.

The expanded product and nutrition information should be available via the order-entry system for ease of access. The District requires that the information be in an electronic format.

NEW BID ITEMS:

Bid pricing on new items may be requested at any time throughout the contract period. Within 15 days of the request, the distributor will solicit bid pricing from the manufacturer and provide the District with pricing, indicating “bid” or “market” price (if no bid pricing is available). In addition to pricing the distributor will also disclose to the District order availability, SPO/in-stock, vendor stock number, nutritional information and pack size information as requested.

BILLING:

- A. Distributors shall submit statements and claims monthly on mutually agreed upon dates to LPSD Nutrition Services. Each statement shall include a summary of delivery tickets (invoiced) for the period. Each ticket shall be listed in numerical sequence and show the total charge. Statements may be submitted more often than monthly with the mutual agreement of both parties. Payment terms are net twenty (20) days after the last day of the month.
- B. Credits for incorrectly priced items or returned product should be issued within 30 days and must be accompanied by printed documentation.

SALES TAX EXEMPT:

The Liberty School District, Missouri, is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144,040 and 144,615 RSMO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.

SUBMITTER QUALIFICATIONS:

Before any RFP can be accepted, a Submitter must be deemed qualified in the judgment of LPSD officials to perform as required herein. A RFP may be rejected if a Submitter fails to meet any of the following qualifications:

A. ACCOUNTING PRACTICES

Successful Submitter must clearly demonstrate to the District officials the capability to provide accurate, reliable and timely reports, in terms of invoices, statements, rebates, commodity NOI Off Invoice price adjustments, credits and utilization reports. Moreover, Submitter must demonstrate the capability to spontaneously provide data for periodic review of prices by LPSD.

B. CAPACITY

A Submitter must clearly demonstrate they have the capacity, physically and financially, to supply items to all delivery sites in economical quantities as required.

C. TECHNICAL SUPPORT

The Submitter must be able to support the District with technology support as requested.

D. FACILITIES AND EQUIPMENT

Contractors must have adequate warehouses for supplying contract products. Conditions for storing chilled and frozen products must be as recommended by the Refrigeration Research Foundation. Delivery temperatures of frozen and chilled food shall be in accord with Association of Food and Drug Officials (AFDOS) Code as recommended by the Food and Drug Administration.

E. PRODUCT LINE

It must be clearly evident to LPSD officials that the Submitter is capable of delivering promptly all items on the bid list and acquiring, on short notice, any peripheral items which might be required.

F. RELIABILITY

A successful Submitter must have a proven record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A distributor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the seller and the member districts

G. SANITATION REQUIREMENTS

Contractors' facilities may be routinely inspected by any LPSD representative. Facilities and operating practices must be continuously in compliance with the U.S. Food, Drug, and Cosmetic Act and State and local laws and regulations.

H. REPORTS

The vendor will have the capability to provide aggregate reports upon request from District to include dollar volume for the month or YTD usage figures for a specific brand for tracking rebates, descending dollar reports, USDA monthly inventory totals and monthly performance reports.

I. SALES ACCOUNT REPRESENTATIVE

The successful Submitter will provide an account representative assigned to District to assist with district needs as they may arise.

J. USDA COMMODITY FOODS

Have the ability to warehouse USDA Commodity Foods for LPSD.

K. WORK STOPPAGES

The Submitter guarantees delivery to the district regardless of any organized work stoppages.

STANDARD CONTRACT CONDITIONS:

- A. This contract shall be governed in all respects -- as to validity, construction, capacity, performance, or otherwise - by the laws of the State of Missouri
- B. Contractors providing services under the Request For Proposal herewith assure LPS District they are conforming to the provisions of the Civil Rights Act of 1964 as amended.
- C. State Sales and Use Tax Certificate of Exemption forms will be issued to the contractor upon request.
- D. Deliveries against this contract must be free of fuel surcharge, excise, transportation, and sales taxes, except when such a tax is part of a price and school district is not exempt from such levies.
- E. Modifications, additions, or changes to the terms and conditions of this Request For Proposal may be a cause for rejection of a RFP. Submitters are requested to submit all RFPs on the official form provided. RFPs submitted on a company form may be rejected.
- F. Submitters shall submit a non-collusion affidavit as prescribed by the Missouri Board of Accounts with official RFP forms attached.
- G. The Submitter agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims liens, demands, obligations, actions proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof.
- H. The successful Submitter shall meet the "Buy American" standards as defined in the Child Nutrition Reauthorization Act of 1998. School districts participating in the National School Lunch Program (NSLP) and in the contiguous United States are required to purchase for this program, to the maximum extent practicable, domestic commodities or products. The term "domestic food commodity or product" means agricultural commodities produced in the U.S. and food products processed in the U.S. substantially using agricultural commodities that come from American-produced products.

STANDARD PRODUCT CONDITIONS:

- A. All products shall conform to the minimum requirements of Federal and State regulations. Those requirements shall include but not be limited to weights, measures, full containers, drained weights, and contamination.
- B. All products shall conform to standard guarantee requirements with respect to HACCP safety standards, and the supplier by his signature on Section I, page I-2, agrees to hold the buyer harmless in the event of product failures.
- C. If a product recall is instituted on an item that has been furnished and delivered to LPS, the contractor will immediately notify both verbally and in writing LPSD Nutrition Services office with all pertinent information of

recall. Contractor will be responsible for all cost associated with replacement product, shipping charges, and/or product credit. LPSD will make final decision whether product needs to be credited or replaced.

- D. All products should arrive in an unopened original container.
- E. Perishable products (including, but not limited to yogurt and juice) shall have a minimum of a two week shelf life from date of delivery.

RIGHTS AND REMEDIES

- A. In addition to other rights and remedies, LPSD reserves the right to cancel the entire contract with any distributor who fails to perform in any manner or in accordance with the proposal as offered to and accepted by LPSD.
- B. All product(s) are subject to inspection and return, at the expense of the distributor, if found to be non-conforming to the proposal award. If product(s) are non-conforming in any respect (quantity, quality, or packaging) the participants have the right to reject shipment without liability. If the District is not able to inspect the product(s) at the time of delivery, the district reserves the right to inspect and approve the products within a reasonable amount of time after delivery. Prospective distributors must prove beyond any doubt to LPSD that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed. LPSD is not responsible for items purchased by distributor(s) in anticipation of award.
- C. Successful distributors should immediately notify LPSD of its inability to perform in a timely manner. The District will notify participants of any authorized substitutions or late deliveries caused by manufacturing delays, etc.

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RFP AND CONTRACT REQUIREMENTS

- A. **TYPE OF CONTRACT:**
ANNUAL REIMBURSEMENT COST PLUS FIXED FEE FOR SERVICES
- B. **INSTRUCTIONS FOR COMPLETING PRODUCT SPECIFICATIONS BID BOOK:**

GROUP 1 COMPLETION INSTRUCTIONS: GROCERIES AND SUPPLIES:

GROUP -- Grocery Item (G) or Non-Food Supply (S)

LPS CODE -- Item code used for LPS tracking/ordering

VENDOR CODE -- Indicate vendor's number used to identify the bid item noted.

BID PERIOD -- Duration of quoted price

DESCRIPTION -- Identifies and lists the food item specifications, pack, size and manufacturer code

COMMODITY PROCESSED ITEM -- Designate a USDA commodity processed food item. Quantities indicated are total usages for the year. Commercial bid pricing is requested in the event commodities are not available for per se item through USDA and/or our commodity processed items have been depleted for the year. *These quantities should not be calculated in the total or reflected in category prices of Section 1 of this contract.*

CHECK ONLY IF SPECIAL ORDER ITEM (SPO) -- Check if any item specified is considered a special order item (SPO) in column as indicated.

CHECK IF ALTERNATE MFG IS PROPOSED -- *(Complete only if alternate item is bid)* Place a check mark to indicate alternate bid.

PROPOSED ALTERNATE MFG AND MFG CODE -- *(Complete only if alternate item is bid)* Indicate alternate product and code being proposed

PROPOSED ALTERNATE SERVINGS PER CASE/PACK SIZE -- *(Complete only if alternate item is bid)*
Note the correct servings per case/pack size of alternate bid item

VENDOR COST -- Enter vendor cost including freight/laid in cost

BID ALLOWANCE -- Enter any bid allowance to be subtracted from the vendor cost.

FIXED FEE -- Enter the fixed fee per case

BID CASE COST -- The vendor's cost minus bid allowance plus fixed fee.

ESTIMATED QUANTITY (CASES) -- Cases purchased based on historical data provided by LPSD.

TOTAL COST -- "Actual Bid Case Cost" multiplied by the proposed cases noted in "Estimated Quantity". Add all "Total Cost" column extensions to obtain a total bottom line cost for all Food and Supply bid items. Enter this number on the appropriate line in Section 1.

SPECIFY ALLERGEN DAIRY/WHEAT/FISH/SHELL FISH/PEANUT/TREE NUT -- Enter labeled allergens for bid item

CHECK IF CN LABEL -- Check if any item specified is CN labeled in column as indicated

BROKER -- Submit broker contact for any item specified

BROKER CONTACT INFORMATION—Submit broker contact information for any item specified

GROUP 2 COMPLETION INSTRUCTIONS: NOI COMMODITY PRICING

Primero Number –LPSD ordering system number that corresponds to that current product.

Commodity Description - Identifies and lists the food items specifications.

Manufacturer – lists the required brand.

Manufacturer Code – lists the manufacturer’s code for the required item specified.

Vendor’s Code – indicate the vendor’s number used to identify the bid item.

Case Weight –lists the required case weight of the bid item.

Servings Per Case –lists the required servings per case of the bid item.

of Deferral Per Case - the pounds of commodity product used to produce a case of the bid item.

Estimated Usage – case usage estimated on DESE Commodity Worksheet- subject to change.

Vendor’s Cost (Case Value) – enter vendor cost including freight/laid in cost.

Fixed Delivery Fee per Case - enter the fixed delivery fee per case

Total Cost – the sum of the “Vendor’s Cost” plus the “Fixed Delivery Fee per Case”

Commodity Deferral (NOI)–the commodity deferral dollar amount to be subtracted from the “Total Cost” of the product on the invoice.

Delivered Cost per Case – the sum of the “Total Cost” minus “Commodity Deferral”.

Add all “Delivered Cost per Case” column extensions to obtain a total bottom line price for each group. Enter this number on the appropriate line in Section 1 to indicate a total for Group 2.

C. BID DISCLOSURE

Only bottom line numbers as recorded on Section I will be read at the RFP opening. All Submitters are to provide for the RFP opening: signed Submitter Acknowledgement, signed required forms and Prime Vendor Bid Workbook totals for Group 1 – Groceries and Supplies, Group 2 – NOI Commodity Pricing, and Commodity Delivery Case Fee.

Group totals, contract terms and the quantity of alternate quotes and SPO will be reviewed for accuracy and evaluated to establish the most competitive bid provided following the RFP opening and prior to the awarding of the RFP. Failure to make the appropriate conversions may be cause for rejection of the RFP.

Line item cost prices and fees are classified as "financial information" in accordance with "The Freedom of Information Act" and are not subject to public disclosure, except after a formal written petition is made to the Service Center Board of Directors and approved by that board.

D. DEFINITION OF COST PRICES

A supplier's invoice costs shall reflect promotion allowances, i.e., one free with 10, or bid allowances, the benefit of which shall accrue to the purchaser. Volume rebates, target allowances and bill backs must be passed on to District. Cost prices shall be based on "delivered to distributors' warehouse." Freight rates shall normally be in carload or truckload quantities. Costs shall be based on the "latest invoice" either prior to merchandise being delivered to the purchaser or in stock. Documentation of prices bid for items not currently stocked, must be available for audit.

E. FIXED FEES

Fixed fees are not subject to change during the RFP period.

F. AUDITS

Audits may be made of a supplier's cost price records as follows:

1. Audits may be made at the discretion of the District or at any time monthly price reviews indicate that a problem might exist.
2. Audits may be made of any product purchased during the term of the contract.
3. A full review may be undertaken when circumstances are questionable.

G. PRODUCT CODES

Contract distributors shall designate items by product codes on invoices (delivery tickets). Code shall be designated either by color, i.e. Monarch Blue, or a number Butoni 4414, as may be appropriate to facilitate checking orders at time of delivery.

H. SPECIFICATION PORTFOLIO

The successful Submitter must provide information for all items requested. The specifications must include product name, product code, product label, nutritional analysis and/or statement certifying the contribution of the product to the USDA School Meal Pattern.

I. BUYER-DISTRIBUTION RELATIONSHIP

Under arrangements of the contract, a contract distributor is in essence "hired" as a buyer for the District. It is the responsibility of the distributor to protect the interest of the client. Examples include but are not limited to:

1. Interface with packers on problems relating to product pack and quality.
2. Make purchases of specified items at the lowest price, including freight.
3. Maintain a constant search for substitute items, which offer better value.
4. Promote the introduction of new items, either by packer or broker or distributor representative.
5. Respond readily to problems of delivery, paper transactions, or product performance.
6. Provide promptly the necessary documents for product usage and price changes.

J. DELIVERY SITES

Delivery Route	Production Cafeteria Location	# Weekly Delivery	Delivery Day/Time A.M.
A1	Lewis and Clark Elementary 1407 Nashua Road Liberty, MO 64068 736-5620 / Fax 736-5466	1	Monday AM Delivery
A2	Warren Hills Elementary 1251 Camille St. Liberty, MO 64068 736-5650 / Fax 736-5635	1	Monday AM Delivery
A3	Liberty North High School 1000 N.E. 104 th St Liberty, Mo. 64068 816-736-5520 / Fax 736-5505	2	Monday/Thursday AM Deliveries
A4	Kellybrook Elementary 10701 North Eastern Avenue Kansas City, Mo. 64157 736-5720 / Fax 736-5705	1	Monday AM Delivery
A5	Shoal Creek Elementary 9000 Flintlock Road Kansas City, MO 67367 736-7173 / Fax 736-7155	1	Monday AM Delivery
A6	Liberty Oaks Elementary 8150 N. Farley Kansas City, MO 64158 736-5620 / Fax 736-5605	1	Monday AM Delivery

A7	Liberty Senior High 200 Blue Jay Drive Liberty, MO 64068 736-5344 / Fax 736-5345	2	Monday/Thursday AM Deliveries
A8	EPiC Elementary 650 Conistor Liberty, MO 64068 736-5750 / Fax 736-5735	2	Monday AM Delivery
A9	Liberty Junior High 600 West Kansas Liberty, MO 64068 736-6847 / Fax 736-5384	1	Monday AM Delivery
A10	Franklin Elementary 201 West Mill Street Liberty, MO 64068 736-6715 / Fax 736-5443	1	Monday AM Delivery
B1	South Valley Middle School 1000 Mid-Jay Drive Liberty, MO 64068 736-2806 / Fax 736-7185	1	Monday AM Delivery
B2	South Valley Junior High 800 Mid-Jay Drive Liberty, MO 64068 736-7328 / Fax 736-7306	1	Monday AM Delivery
B3	Liberty Middle School 1500 South Withers Road Liberty, MO 64068 736-5422 / Fax 736-5736	1	Monday AM Delivery
B4	Alexander Doniphan 1900 Clay Drive Liberty, MO 64068 736-6703 / Fax 736-5403	1	Monday AM Delivery
B5	Ridgeview Elementary 701 Thornton Liberty, MO 64068 736-7007 / Fax 736-5454	1	Monday AM Delivery
B6	Manor Hill Elementary 1400 Skyline Dr. Liberty, MO 64068 736-6771 / Fax 736-5464	1	Monday AM Delivery
B7	Lillian Schumacher 425 Claywoods Parkway Liberty, MO 64068 736-7122 / Fax 736-5494	1	Monday AM Delivery

Requested routing schedule for maximum efficiency

Delivery Route A – Stops listed in order of preference

Delivery Route B – Stops listed in order of preference

Request all deliveries be completed by 10:00am to avoid conflict with lunch schedule.

Pre-dawn deliveries are preferable; routing changes can be arranged.

Standards for storage facilities: Distributing agencies, sub-distributing agencies and recipient agencies shall provide facilities for the handling, storage and distribution of donated foods which: (1) Are sanitary and free from rodent, bird, insect and other animal infestation; (2) Safeguard against theft, spoilage and other loss; (3) Maintain foods at proper storage temperatures; (4) Excepting recipient agencies, stock and space foods in a manner so that USDA-donated foods

are readily identified; (5) Store donated food off the floor in a manner to allow for adequate ventilation; and (6) Take other protective measures as may be necessary. Distributing agencies, sub-distributing agencies and recipient agencies shall ensure that storage facilities have obtained all required Federal, State and/or local health inspections and/or approvals that such inspection/approvals are current.

The Remainder of This Page Has Been Left Blank Intentionally

ATTACHMENT (A) – PRIME VENDOR BID WORKBOOK

See Attached Excel Workbook

ATTACHMENT (B) - RESPONDENT'S EXPERIENCE

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Years in business under present name: _____ Years performing work specialty: _____

Licenses currently valid in force: _____

2. Has Vendor been declared in default of any contract?

☐ Yes ☐ No

3. Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?

☐ Yes ☐ No

4. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder?

☐ Yes ☐ No

5. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?

☐ Yes ☐ No

6. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the respondent's financial position or future viability?

☐ Yes ☐ No

7. REFERENCES

Provide three references from agencies you have provided goods or services to in the past two (2) years, at least one reference should be a public school system.

Reference # 1

Organization Name: _____ Telephone #: _____

Contact Name: _____ Email: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Contract Dates: _____

Reference # 2

Organization Name: _____ Telephone #: _____

Contact Name: _____ Email: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Contract Dates: _____

ATTACHMENT (C) - INSURANCE CERTIFICATE AND REQUIREMENT

Your company, as a vendor, supplier or contractor to Liberty Public School District #53, will need to carry specific minimum types and limits of insurance in order to comply with insurance requirements imposed on us by our underwriters. We will begin tracking certificates of insurance immediately and will advise you of any deficiencies in your coverage as related to our requirements. Those requirements are as follows:

LIMITS OF INSURANCE

Each Occurrence Limit	\$1,000,000	
Damage to Premises Rented to Your Limit	\$ 100,000	Any One Premises
Medical Expense Limit	\$ 5,000	Any One Person
Personal and Advertising Injury Limit	\$1,000,000	Any One Person or Organization
General Aggregate Limit	\$2,000,000	
(Other Than Products/Completed Operations)		
Products/Completed Operations Aggregate Limit	\$2,000,000	
Employers Liability and Workers Compensation		
Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Policy Limit
Bodily Injury by Disease	\$1,000,000	Each Employee
Commercial Auto Liability	\$2,000,000	Each Occurrence
Commercial Excess/Umbrella Liability	\$4,000,000	Each Occurrence

Liberty Public School District, should be listed as an “additional insured” on your General Liability Policy. Please share these requirements with your insurance agent and have a current Accord form Certificate of Insurance sent to:

Jake Murray
Lockton
444 W. 47th Street, Suite 900
Kansas City, MO 64112

And

Jill Parker
Liberty Public School District #53
1138 Southview Drive
Liberty, MO 64068

ATTACHMENT (D) – FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) 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-Verify). 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.

Accordingly, your company:

- a) agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) agrees that any failure by your company to aRFPe by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

ATTACHMENT (E) - FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

Subscribed and sworn to before me on this _____ day of _____, 200____.

NOTARY PUBLIC

My commission expires:

ATTACHMENT (F) - FELONY CONVICTION NOTIFICATION FORM

The person or business entity that enters into an agreement with this school district must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The district may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement”.

By submitting this offer and signing this certificate, this Proposer:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and
- Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and vendor agrees to share this information with the District upon request.

Vendor Name: _____

Vendor Address: _____

Vendor E-mail Address: _____

Vendor Telephone: Fax Number: _____

Authorized Company Official's Name: _____ (Printed)

Signature of Company Official: _____

Date: _____

ATTACHMENT (G) – W9

Please provide either a copy of your company's W9 or complete and insert the copy below with the returned RFP proposal.

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	
<div style="border: 1px solid black; padding: 2px;">Social security number</div> <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"><div style="border-bottom: 1px solid black; width: 40%;"></div><div style="border-bottom: 1px solid black; width: 10%; text-align: center;">-</div><div style="border-bottom: 1px solid black; width: 40%;"></div></div> <div style="text-align: center; margin-top: 2px;">or</div> <div style="border: 1px solid black; padding: 2px;"><div style="border-bottom: 1px solid black; width: 100%;"></div><div style="border-bottom: 1px solid black; width: 100%;"></div><div style="border-bottom: 1px solid black; width: 100%;"></div><div style="border-bottom: 1px solid black; width: 100%;"></div><div style="border-bottom: 1px solid black; width: 100%;"></div><div style="border-bottom: 1px solid black; width: 100%;"></div><div style="border-bottom: 1px solid black; width: 100%;"></div><div style="border-bottom: 1px solid black; width: 100%;"></div><div style="border-bottom: 1px solid black; width: 100%;"></div><div style="border-bottom: 1px solid black; width: 100%;"></div></div>	<div style="border: 1px solid black; padding: 2px;">Employer identification number</div> <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"><div style="border-bottom: 1px solid black; width: 40%;"></div><div style="border-bottom: 1px solid black; width: 10%; text-align: center;">-</div><div style="border-bottom: 1px solid black; width: 40%;"></div></div>

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	<div style="display: flex; justify-content: space-between;"><div style="width: 60%;">Signature of U.S. person ▶</div><div style="width: 30%;">Date ▶</div></div>

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT (H) - NO RFP RESPONSE FORM

This form is designed to assist the Proposer in providing information necessary to confirm a “No-RFP” response. To remain potentially involved in future opportunities, the Proposer should state the reasons for declining such an invitation. Please submit to Procurement after completion and required signature.

RFP NUMBER: NUTRITION SERVICES PRIME VENDOR DISTRIBUTION & PROCUREMENT OF FOOD & NON-FOOD SUPPLIES– RFP 006-018

Company Name: _____

Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail: _____

Please Note:

A no-RFP response is a critical factor in remaining on the Proposers list, and thus ensures future business opportunities. In addition, a no-RFP response demonstrates that, while you are not interested in RFPing for a particular project, you are still interested in competing for future opportunities and want to stay on the prospective Proposers list.

We, the undersigned have declined to submit a RFP for the following reason(s):

- ___ Specifications are too rigid (i.e. geared toward one brand/manufacturer/service only (explain below).
- ___ Unable to meet deadline for responding to above RFP number (IFB/RFP).
- ___ We do not offer this product or service.
- ___ Our schedule would not permit us to perform.
- ___ Unable to meet specifications.
- ___ Unable to meet Bond/Insurance requirement(s).
- ___ Specifications unclear (explain below).
- ___ Unable to meet insurance requirements.
- ___ Please remove us from your “Proposers List”.
- ___ Other (specify below).

COMMENTS: _____

I certify that the above information is true and correct, and that no other data, fact or consideration offered or given has influenced this response.

Submitted By: _____

Name (Printed)

Title/Department

Signature

Date

DOCUMENTS NEEDED FOR RFP AWARD CONSIDERATION:

1. Signed RFP Document w/ Two Additional Copies of RFP Response Package for Review.
2. Completed Prime Vendor Workbook –Attachment (A)
3. Completed Respondents Experience Form, with References Form –Attachment (B)
4. Insurance Certificate Form –Attachment (C) ONLY REQUIRED FROM AWARDED VENDOR
5. Federal Work Authorization Program (“E-VERIFY”) Addendum Form – Attachment (D)
6. Federal Work Authorization Program Affidavit Form –Attachment (E)
7. Felony Conviction Notification Form – Attachment (F)