



Rockwood School District  
Child Nutrition Services/Warehouse  
17146 Manchester Rd.  
Wildwood, MO 63040-1001

Carmen Fischer, MS, RD, LD  
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March 29, 2023

## SOLICITATION TO BID

The Rockwood R-VI School District (RSD/CNS) Child Nutrition Services (CNS) invites you to bid on Grocery and Supply items for the 2023-24 school year, beginning July 1, 2023 and ending June 30, 2024. **All prices are to be firm.**

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

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

**Your submission must include:**

- 1) NutriKids electronic file required for *Paper & Supplies, Grocery, Grocery NOI (Net Off Invoice), and Small Equipment only* (a paper copy of your bid is helpful to confirm accuracy of transmitted information)**
- 2) Proof of Liability Insurance, *pg. 5 under Contract Provisions***
- 3) Latest Dept. of Health Inspection, *If Applicable***
- 4) Contractor Shipping Disclosure, *pg. 15***
- 5) Affidavit of Non-Collusion, *pg. 16***
- 6) Certification Regarding Lobbying, *pg. 17***
- 7) Exhibit 1 - Certification Regarding Debarment, *pg. 18***
- 8) Affidavit of Compliance with Missouri Anti-Discrimination Against Israel Act, *pg. 19***
- 9) Signature page of the General Terms and Conditions, *pg. 20***

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

**Bid Documents Issued: March 29-April 7**

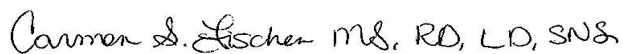
**Contract Period: July 1, 2023 – June 30, 2024**

<b>Bid Document</b>	<b>2023 Due Date</b>	<b>Time</b>
Small Farm Produce*	April 27th	9:30am
Pizza (**multiple award winners)	April 27th	10:00am
Various Frozen Fruit / Yogurt Snacks *	April 27th	10:15am
Dairy * / Ice Cream*	May 10th	9:30am
Produce *	May 10th	9:45am
Paper & Supplies +	May 11th	9:30am
Grocery +	May 11th	9:45am
Grocery NOI *	May 11th	10:00am
Small Equip +	May 11th	10:15am
<b>(*) Vendor is awarded entire product category / (+) Bid is awarded by line item</b>		
<b>(**) See Restaurant Pizza General Conditions and Specifications</b>		

Contract award to be made on or about June 16, 2023.

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

Sincerely,



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

Director of Child Nutrition Services

# **Rockwood R-VI School District**

## **Child Nutrition Services**

### **Request for Proposal**

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# General Terms and Conditions

## For 2023-2024 School Year

### 1. Introduction

- a. For the 2023-24 school year, the average daily participation is approximately 7750 for lunch and 1,250 for breakfast. District enrollment is just over 20,000 students.
- b. Each bidder should read carefully the information printed on the bid forms and the specifications on each item. Substitute items bid as equal to brand specified will be judged by RSD/CNS (Rockwood School District/Child Nutrition Services). RSD/CNS reserves the right to make final decisions on whether such substitute items are approved equals.
- c. The bidder bears the full responsibility to take the necessary steps to ensure its understanding of the needs of RSD/CNS by conducting site visits if necessary before the bid submission date. Since the bid is explicit, the bidder is expected to thoroughly read the bid documents and bears the responsibility to understand and meet all requirements.
- d. All factors including service, accuracy, price and other amenities will be considered when evaluating the bids. RSD/CNS will perform a cost or price analysis wherein independent estimates are created prior to issuing the request for proposal. RSD/CNS reserves the right to reject any or all bids based solely on RSD/CNS evaluation and to waive any technicalities. This does not obligate RSD/CNS to pay any costs incurred by vendors related to submission of proposals in response to this request for bids.
- e. It is the policy of the Rockwood School District to give preference to commodities manufactured, mined, produced, grown or otherwise substantially originated within the state of Missouri and to give preference to all firms, corporations, or individuals doing business as Missouri entities when quality, delivery and price are approximately the same.
- f. As per 2 CFR 200.321 (a) Rockwood Child Nutrition will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps include: (1) Placing qualified small and minority businesses, and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in items (1) through (5) of this section.

## 2. Bid Submission Requirements

- a. Bids for Paper & Supplies, Grocery, Grocery NOI, and Small Equipment should be electronically sent to the Rockwood Child Nutrition Services office, in the **NutriKids** format, no later than the specific date and time listed on the second page of this document. At this time, all bids will be publicly opened and shared. Proposals will **not** be returned.
- b. Bid shall be for the 2023-2024 school year beginning July 1, 2023 and ending June 30, 2024. **The prices are to be firm for this period. If acts of God cause prices to increase, a written explanation is required with the bid.**

## 3. Bid Terms and Conditions

- a. In an emergency situation where an item is needed within a certain time frame and the vendor cannot provide the item within the delivery period, the Child Nutrition Department reserves the right to purchase the goods from another source with no penalty to either party.
- b. Rockwood CNS reserves the right to change products as needed throughout the contract and to remove items from the contract if no longer needed.
- c. The Rockwood School District reserves the right to purchase products off contract directly from growers or other suppliers if in the best interest of the Rockwood School District at no penalty to either party.

## 4. Contract Provisions

- a. **Force Majeure.** Neither party shall be liable for delays, or defaults in the performance of this contract due to a force majeure event including but not limited to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
- b. **Insurance.** The successful bidder must provide a certificate of insurance for general liability, including product liability in the amount of \$1,000,000 for the school year. The Rockwood School District should be listed as an “additional insured” on the policy. Such insurance is to be provided at the sole cost of the contractor. Certified copies of the policy shall be furnished to Rockwood CNS.
- c. **Indemnification.** The contractor shall indemnify, defend, and hold harmless the Board of Education and its respective officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney fees, litigation expenses and court costs connected therewith, brought against the Board and their respective officials, employees, departments, agencies, agents and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the contractor or its employees, agents, or volunteers.
- d. **District Policies.** Contractor agrees that any employee acting on behalf of the contractor and performing duties on district property will adhere to district policies related to staff conduct including but not limited to: banning the use of tobacco on district property, drug free workplace

and activities that could be viewed as unethical or a conflict of interest. Vendors whose staff will regularly enter school buildings will background check each staff member to ensure that they are not on a sexual offender or predator list. A complete list of district policies can be found at:

[Policies and Regulations](#)

- e. **Independent Contractor.** RSD/CNS and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's Services, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes. In addition, Contractor and Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by RSD/CNS. Contractor shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the District or to attempt to bind the District.
- f. **Record Retention.** Contractors must maintain all required records for *three* years after final payment and all other pending matters are closed for all negotiated contracts. Duly authorized representatives of the Local Education Agency, State Agency, United States Department of Agriculture, or Comptroller General must have access to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts.
- g. **Termination for Cause or Convenience:**
  - i. RSD/CNS may terminate this Agreement with or without cause at any time by giving 30 days' prior written notice to the other party of its intention to terminate as of the date specified in the notice. Contractor shall be paid for Products delivered and accepted up to the date of termination. If RSD/CNS has paid Contractor for goods or services not yet provided as of the date termination, Contractor shall immediately refund such payments.
  - ii. In the event of a breach of this Agreement by either Contractor or RSD/CNS, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 15 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by providing written notice of such termination. At RSD/CNS's option and in addition to any other remedies it may have available, RSD/CNS may terminate the contract if Contractor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:
    - a) Delivery of product or services that fail to meet the item specifications;
    - b) Delivery of product or services that are defective or substandard or fail to pass product inspection;
    - c) Delivery of a product substitution, except as specifically authorized;
    - d) Failure to meet required delivery schedules;
    - e) Failure to timely supply the awarded products or services at the contract price;
    - f) Failure to timely remit any service fee due the District;
    - g) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the District;
    - k) Vendor refusal, inability or loss of ability, to offer or provide awarded goods or services to the District unless caused by an Act of God.

- iii. Notwithstanding any other provision of this Agreement, in the event of Vendor's default under or breach of any provision in the Contract, the District reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the District or necessary or appropriate to protect or provide best value to the District.
  - iv. In the event the District terminates the Contract, in whole or in part, the District reserves the right to award the terminated contract, or any portion thereof, to the next bidder the District determines to provide best value to the District.
  - v. The district will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.
- h. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to 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." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.
- i. **Davis-Bacon Act.** When required by Federal program legislation, Vendor agrees that, for all construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at [wdol.gov](http://wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

- j. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is

permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- k. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- l. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- m. **Energy and Conservation Act.** Contractor is required to recognize mandatory standards and policies related to energy efficiency which are contained in the Missouri State Energy Plan dated October 2015 issued in compliance with the Energy Policy and Conservation Act (PL 94-165).
- n. **Debarment and Suspension (Executive Orders 12549 and 12689 Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the District with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- o. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal



award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

- p. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- q. **Procurement of Recovered Materials:** A Non-Federal entity that is a State agency and its contracts must comply with section 6002 of the Solid Waste Disposal Act. This guideline applies to all procuring agencies and to all procurement actions involving items designated by the Environmental Protection Agency (EPA) at 40 CFR Part 247 where the procuring agency purchases \$10,000 or more worth of one of these items during the course of a fiscal year, or where the cost of such items purchased during the preceding fiscal year was \$10,000 or more. The \$10,000 threshold applies to procuring agencies as a whole rather than to agency subgroups such as regional offices or sub-agencies of a larger department or agency. Bidder agrees to comply with §200.322.

## 5. Specifications

- a. Brand names are used as a point of reference. Specifications used are intended to be open and non-restrictive. The use of brand names should not be interpreted as exclusive, unless clearly specified. Where a specific brand is requested, the item has been pre-approved due to allergies, ingredients or other factors. In this case, please bid on the brand specified. If an alternate is available with similar specs, we will consider the item after an evaluation. Samples may be needed before approval.
- b. As required by the USDA Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). **The brand name of the item must be included in the bid and the country of origin if not USA. All items should have the case size and packaging quantity.**
- c. Any deviations from the specifications as stated, i.e. escalation clause, discount for early payment, must be stated in writing and included with the bid.
- d. If quoting an item that is considered "special order," this must be noted on each item as quoted on the bid sheet.
- e. If quoting a different pack size than the one listed in the spec, this must be noted in the bid.
- f. No delivery charges or fuel charges will be paid by Rockwood Child Nutrition Services. Any minimum order requirements for shipping shall be stated on the bid prior to bid opening. Order limitations after award will not be accepted. In the event that minimum orders cannot be met by

the Child Nutrition Department, the award may go to the second vendor for that item if the additional cost of shipping raises the cost per case.

## 6. Condition and Quality of Goods

- a. All products on which bids are submitted must conform to the “Best American Provision” of Public Law 100-237. It will be the bidder’s responsibility to supply information to verify products submitted for purchase are domestically produced where possible. If a product bid is not domestically produced, the country of origin must be provided with the bid. All products will contain only FDA approved ingredients. All products will conform to the federal, state and local regulations. All products will be packed or wrapped in clean, suitable grease and moisture proof container or wrappings. Delivery cases, trays and storage/display racks supplied must be sanitary, free from visible dirt, grease of corrosion and in good repair.
- b. All dairy products will be delivered well chilled, not over 40 degrees Fahrenheit, and show no evidence of dirty or damaged containers, spoilage, off flavors, odors or colors. All other perishable or frozen products shall be delivered well chilled or hard frozen respectively, show no evidence of dirty or damaged containers, deterioration, thawing and refreezing, or freezer burn. After thawing, the product shall have a characteristic appearance and aroma, be free of rancidity and other objectionable odors and flavors.
- c. Any products dated or coded for freshness must be delivered prior to the end of its freshness period and with a minimum of 14 days duration prior to expiration or pull date of product. Any out dated products received will be rejected and vendor will be required to credit the value of these products to the RSD/CNS. The successful vendor must supply any freshness code information to the RSD/CNS authorized representative prior to the first product delivery of the school year and/or when there are any changes in the coding information during the bid period.

## 7. Points-Based Incentive Programs

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

## 8. Pricing

- a. Costs on this proposal shall be firm for the entire term, July 1 through June 30 of the contract year. However, there will be a chance for a midterm cost adjustment with proof of a manufacturer increase of 5% or greater only. All proposed price adjustments with supporting documentation must be received by the RSD/CNS Child Nutrition Services Director 30 days prior to the requested date of a price change. A copy of the manufacturer’s old and new price list may be requested. Price decreases will not require any proof from the manufacturer. Commodity Net Off Invoice products included in this bid are not eligible for mid-year price adjustments.
- b. The district will not incur any costs or deposits related to equipment (cases, coolers, racks, trays, etc.) supplied by bidder.

- c. All bids shall be deemed final, and no bid shall be subject to correction or amendment for error or miscalculation.
- d. All bid prices shall be quoted as 'delivered' prices to one (1) RSD/CNS location in St. Louis County, Missouri unless otherwise specified.
- e. If RSD/CNS's commodity allocation is exhausted prior to the end of the school year, the vendor will continue to provide the specified products at the "Total Cost" indicated on the bid.
- f. Any shipping costs for minimum orders must be added as a statement to the bid on the Contractor Shipping Disclosure. These extra costs will be considered in the overall price per case for each item.
- g. RSD/CNS reserves the right to purchase items from the secondary low bidder at no penalty when increases are proposed.

## 9. Delivery Requirements

- a. The successful bidder shall be responsible for delivery of items in good condition at point of destination and shall file with the carrier all claims for breakage, imperfections and other losses, which will be deducted from invoices. RSD/CNS will note, for the benefit of the successful bidder, when packages are not received in good condition and/or shortages occur.
- b. All deliveries shall be accompanied by legible delivery tickets or packing slips. Tickets shall contain the following information for each item delivered: Name of Article, Item Number, Quantity, Date and the Name of the Vendor. Successful bidder will provide the Child Nutrition Services office with a **monthly** statement.
- c. Cases must be delivered on pallets to maximize delivery dock time.
- d. Grocery items and supplies specified are to be delivered FOB (Free on Board) to the Warehouse Center at 17146 Manchester Road, Wildwood, Missouri. (On the map of district locations, the warehouse is the letter E - School Services Center) Produce, Milk, Ice Cream, Smoothies, and Pizza are to be delivered directly to the school locations listed on the provided map.
- e. Deliveries are required Monday through Friday between 7:00 A.M. and 2:00 P.M. unless otherwise approved and coordinated by the Director of Child Nutrition Services and the successful bidder. If inclement weather forces cancellation of a delivery day, the supplier will be informed by radio or television before 7:00 A.M. of that day if the school district is closed. Holidays are listed on the enclosed School Calendar. The Rockwood Child Nutrition warehouse is closed on these dates.

## 10. Taxes/Surcharges

- a. Surcharges for transportation, fuel and all other fees are to be included in the total bid cost. No additional charges will be considered after the bid has been submitted.

- b. Tax Exemption form will be issued to the contractor upon request.

## 11. Award

- a. Line item bids are awarded with primary and secondary vendor status. Orders at food shows may temporarily change the primary/secondary status. All pricing provided will remain in our system as we may need to purchase items from secondary vendors if items are unavailable from the primary vendor when needed. If you are unable to maintain bid pricing as a secondary vendor, please state this information with your bid.
- b. RSD/CNS shall have the right to reject any or all products furnished, which in its sole opinion, are not in strict conformity with the requirements of the bid specifications.
- c. The award will be made by the Board of Education, or its authorized representatives. The District reserves the right to reject any or all bids, waive any informalities in the bids received and to award the bid on the basis of any single bid or any combination of bids that best conform to the bid conditions and specifications, and will be most advantageous to the District, price and all other factors considered.
- d. Award(s) will be made to the lowest, responsive, responsible bidder(s) whose bid(s) is deemed to be most advantageous to the District, considering overall price based on projected usage, compliance with bid terms, quality of products, references and customer service. The District reserves the right to request clarification or additional information and may interview with some or all Bidders as part of the selection process.
- e. The successful bidder will meet requirements based on an evaluation of the best total procurement value using a 100-point scale. Factors include; lowest bid price based on projected usage (55 pts), Compliance with bid terms (15 pts), High quality products (15 pts), Good references/customer service (15 pts). In no event shall the District be required to explain the evaluation process to any bidder.
- f. The successful bidder will be notified by award letter. The award letter does not serve as notice to proceed or authorize delivery of the products. The purpose of the letter is to advise the vendor that a contract has been awarded to their company. The award letter is not a guarantee that products will be ordered.
- g. Director may be contacted to finalize details on accepted brands and estimated usage quantities after awards.
- h. RSD/CNS may wish to visit Supplier's facilities, warehouse(s), or other facilities and may use the visitation as a basis for accepting or rejecting proposals. Supplier(s) shall, upon request and at no charge, accompany RSD/CNS personnel.

## 12. Bid Protest Procedure

- a. Formal protests regarding the bid AWARD must be received in writing by the Director of Child Nutrition Services within five (5) business days after the date of the award. The protest must be submitted in writing to the District (email is not acceptable), before 3:30pm of the fifth business

day following bid opening. A bidder's failure to timely file a protest shall constitute a waiver of his/her right to protest the award of the contract.

- b. The protest shall contain, at a minimum, the following information:
  - 1) Clear indication that the communication is a formal, written protest
  - 2) Name, address and phone number of the protestor
  - 3) Detailed statement describing the grounds for the protest
  - 4) Supporting exhibits, evidence or documents to substantiate the claim
- c. A timely and complete bid protest will be reviewed and decided by the Director of Child Nutrition Services. An incomplete protest or one that does not establish that the protestor has standing to challenge the award will be summarily denied. A decision addressing the merits of the protest will contain findings of fact and an analysis of the issues presented in the protest. The decision will sustain or deny the protest. If the protest is sustained, available remedies include canceling the award.

### 13. Substitution after Award of Bid

- a. Bid pricing on new items may be requested at any time throughout the contract period. The vendor has 5 days to solicit bid pricing from the manufacturer and provide the district with the price.

### 14. Ordering Process

- a. After awarding of bid, orders will be placed via vendor's online website, email, phone call, completed order form in person and/or any other method agreed upon between RSD/CNS and vendor.

### 15. Billing

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

### 16. Inspection and Receiving

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

- b. All products are subject to inspection and return, at the expense of the distributor, if found to be non-conforming to the proposal award. If products are non-conforming in any respect (quality, quantity or packaging) the participants have the right to reject shipment without liability.

## 17. Failure to Comply with Bid Terms and Conditions

- a. If the successful bidder fails to deliver as ordered, RSD/CNS reserves the right to cancel the contract and purchase the balance from other sources.

## 18. Contractor Shipping Disclosure

All bid prices must include all charges for packaging and transporting to the location determined by the Rockwood School District in the contract. Any order limitations or added shipping costs placed on the District after the contract award will not be accepted.

If mutual agreement cannot be made as to the minimum order amount, the District reserves the right to find the Distributor non-responsive and to make the award to the next low bidder who is responsible and responsive for those line items. The decision shall be final and unappealable.

# Contractor Shipping Disclosure

## Please answer the below questions:

1) Is there a minimum case quantity per order? **Yes or No**

If **Yes**, please state the quantity \_\_\_\_\_

If **Yes**, can pallets contain mixed items? **Yes or No**

2) Is there a minimum dollar amount per order? **Yes or No**

If **Yes**, please state the dollar amount. \_\_\_\_\_

## Please sign below:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

# AFFIDAVIT OF NON-COLLUSION

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, holding the title and position of \_\_\_\_\_ at the firm \_\_\_\_\_,

affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

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

\_\_\_\_\_  
Affiant Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
(Notary Public),

\_\_\_\_\_  
County.

My commission expires \_\_\_\_\_ 20 \_\_\_\_\_



# CERTIFICATION REGARDING LOBBYING

## Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Applicant's Organization** \_\_\_\_\_

**Printed Name and Title of Authorized Representative:**

**Prefix** \_\_\_\_\_ **First Name** \_\_\_\_\_ **Last Name** \_\_\_\_\_

\_\_\_\_\_

**Title** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or No procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.



Rockwood School District  
Child Nutrition Services  
General Bid Terms and Conditions Signature Page  
2023-2024

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

**Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Notice of No Bid on Proposal

Please complete this form and return to:

Rockwood School District Child Nutrition Services

Carmen Fischer, Director [fischercarmen@rsdmo.org](mailto:fischercarmen@rsdmo.org)

Hilary Kulik, Secretary to the Director [kulikhilary@rsdmo.org](mailto:kulikhilary@rsdmo.org)

**Please check a box below.**

1) We have decided not to submit a proposal, but wish to remain on the vendor list.

2) The products/services we represent do not fit in with any bid categories.

3) We wish to be removed from the vendor's list.

Comments:

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Company Name:

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Name of Representative:

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Title: \_\_\_\_\_

Date: \_\_\_\_\_