

Monroe County School Nutrition Department

Nonprofit School Food

Request for Proposal

BID # BOE1178-04-22

Food and Non-Food Services

Monroe County School Nutrition Department

205 Oak Grove Road

Madisonville, TN 37354

Phone: 423-442-2092

MONROE COUNTY

Bid Prepared By:

RFP # BOE1178-04-22

Monroe County Finance Department

June 7, 2022

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Finance Department, J.P. Kennedy Building, until, but no later than **2:00 P.M. (EST.)** local time prevailing, **June 7, 2022** and then publicly opened and read for the Purchase of Food and Non-Food Services, as authorized by the Monroe County Board of Commissioners.

No bid can be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days.

To be considered, your bid must be submitted on the copy of this Invitation to Bid. Bidders shall sign this form in the space provided and submit bid document to Monroe County Department of Finance, 103 College Street South Ste. 9, Madisonville, TN 37354. Bids shall be returned in the enclosed bid envelope, properly completed and sealed. Bids will not be accepted via fax machine or e-mail.

Time is of the essence and bids received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The date and time stamp in the Finance Department shall determine the time of receipt. Bidders are responsible for ensuring that the Finance Department personnel stamp their bids before the deadline indicated. Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from any future bid/vendor list.

If you desire not to quote on the Invitation, please forward your acknowledgment of NO BID. Return of the "Terms and Signature Sheet" with authorized signature and indication of NO BID is appropriate. Failure to comply may cause for removal of your company's name from the bid list for subject commodity.

It is the policy of Monroe County, Tennessee to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21. No person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance on the grounds of race, color, sex, disability, or national origin.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party hereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106

1. Award

Owner reserves the right to reject any or all Bids/Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids/Proposals. Owner further reserves the right to reject the Bid/Proposal of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid/Proposal of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. More than one Bid/Proposal for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid/Proposal for the Work may be cause for disqualification of the Bidder and the rejection of all Bids/Proposals in which that Bidder has an interest. If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid/Proposal is the best interest of the Project. Disputes arising from the award of the Bid/Proposal must be submitted in writing to the Monroe County Purchasing Agent and received no later than three (3) calendar days from contract award date. In the event no funds are appropriated by Monroe County for the goods and services specified or insufficient funds exist for future orders, Monroe County is under no obligation to make a contract award, contract renewal, or purchase.

2. Preparation of Bid/Proposal

- (A) Vendors are expected to examine all Bid/Proposal documents. Failure to do so will be at the vendor's risk.
- (B) Each vendor shall furnish all information required by the request. The vendor shall sign the Bid/Proposal documents; erasures or other changes shall be initialed by the person signing the offer.
- (C) Unit price shall include freight unless otherwise specified in the request. In case of discrepancy between any unit price and an extended price, the unit price shall govern.
- (D) Vendors must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the invitation.
- (E) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

3. Availability of Requested Items

Vendors must accept responsibility for verifying availability of specified items prior to submission of the Bid/Proposal. Vendor shall notify the County no less than 96 hours prior to the Bid/Proposal deadline per Tennessee Code Annotated (T.C.A.) § 12-4-126 if specified items are discontinued, replaced, or will not be available for an extended period of time.

4. Restrictive or Ambiguous Specifications

It is the responsibility of the prospective vendor to notify Monroe County Purchasing if there is a question as to the specifications or Bid/Proposal procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received no less than 96 hours prior to the Bid/Proposal deadline per T.C.A. § 12-4-126. These requirements also apply to specifications or procedures that are in error or ambiguous.

5. Delivery

Delivery will be f.o.b. destination unless otherwise specified in the bid document. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer.

6. Federal Tax and State Sales Tax

Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon the Contractor's request.

7. Addenda

No modifications to the Bid/Proposal shall be binding upon the County unless made in writing by an authorized representative of the Monroe County Purchasing Department. Bid/ Proposal addenda, if issued, are posted on the County's website: www.monroetn.com. Prior to submitting a Bid/Proposal, it is the responsibility of the vendor to ascertain that they have received all addenda issued and Bid/Propose accordingly. No addenda will be issued later than 48 hours prior to Bid/Proposal deadline per T.C.A. § 12-4-126.

8. Submission of Bid/Proposal

- (A) Bid/Proposal shall be enclosed in a sealed envelope and addressed to the Monroe County Purchasing Department, 103 South College Street, Madisonville, TN 37354. The name and address of the vendor shall be identified on the face of the envelope along with the Bid/Proposal number and title. Bids/Proposals for construction projects exceeding \$25,000 must include the required contractor license information on the face of the envelope per T.C.A. § 62-6-119.
- (B) Monroe County does not accept Bids/Proposal by facsimile or any electronic transmission. See Clause 9 under Terms and Conditions of the request for Bid/Proposal regarding Bid/Proposal modifications or withdrawal.
- (C) Samples of items, when required, must be submitted within five (5) calendar days and at no expense to the County unless otherwise specified by the County. If not consumed by testing, samples will be returned at vendor's request and expense unless otherwise specified in the Invitation.

9. Modification or Withdrawal of Bids

Bids/Proposal may be modified or withdrawn by signed written notice to Monroe County Purchasing or in person by an authorized vendor representative provided the modification or withdrawal is received prior to the Bid/Proposal deadline. A vendor representative making a modification in person shall have proper identification and shall initial the charge. The vendor representative shall sign a receipt for the withdrawal of a Bid/Proposal. A telegraphic notice with an authorized signature would be acceptable for Bid/Proposal modification or withdrawal. It is the vendor's responsibility to confirm receipt of the modification or withdrawal. The telegraphic communications shall not reveal the Bid/Proposal price but shall provide the addition, subtraction or other modifications so that the final prices or terms will not be known by the County until the sealed bid is opened.

10. Late Bids/Proposal

It is the responsibility of the vendor to deliver their bids or proposal modification on or before the deadline date and time. The time of record will be the date/time stamp of the Monroe County Finance Department. Late Bids/Proposals will not be considered or returned.

11. Qualifications of Vendors

In evaluating Bids/Proposals, Owner will consider whether or not the Bids/Proposals comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid/Proposal Form or prior to the Notice of Award. Owner will consider the qualifications of Bidders/Proposers and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the work which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. The County may make such investigations as are deemed necessary to determine the ability of the vendor to perform the work and the vendor shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any Bid/Proposal if the evidence submitted by or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

12. Subcontracts

The vendor is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the County.

13. Non-Collusion

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of the Bid/Proposal, require that all decisions made as to matters concerning this Bid/Proposal be made on an individual firm basis. By signing this Bid/Proposal, the vendor certifies that no company employees, agents, or representatives colluded in any respect with any other person or firm as to the terms and conditions of the company's Bid/Proposal. Any concerted activity with respect to this Bid/Proposal will be reported to the Antitrust Division of the Office of Attorney General, State of Tennessee

14. Compliance with Applicable Laws

The vendor shall comply with all laws relating to the manufacture, sale and purchases of items or services by County Governments insofar as they pertain to the purchase made under this contract.

15. Bid/Proposal Acceptance

Bid/Proposal prices quoted shall be subject to acceptance by the County for a period of sixty (60) calendar days from the Bid/Proposal deadline, unless vendor indicates otherwise in their Bid/Proposal. If awarded the Bid/Proposal within the time frame specified, vendor agrees to furnish all services described or specified

16. ACCEPTANCE OF BID CONTENT

The successful contractor's bid content shall become a contractual obligation if procurement action ensues. Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

17. Notification to County

If no Bid/Proposal is to be submitted in response to this Bid/Proposal, it is not necessary to return the request; however, notice should be given to the County if the recipient wishes to remain on the County's vendor list for future solicitations.

18. Standard Contract

Monroe County reserves the right to incorporate standard county contract provisions into any contract negotiated as a result of any Bids/Proposals submitted in response to the Request for Bid.

19. News Releases

News releases pertaining to this procurement or any part of the Bid/Proposal shall not be made without the written approval of the County Purchasing Director.

1. Definitions

- A. The "County" is Monroe County, Tennessee, and includes its designated representatives.
- B. The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.
- C. The "Specifications" include instructions to vendors, the terms and conditions of purchase, the definitions and the technical specifications of the work.
- D. A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who perform services of the project.
- E. "Calendar Days" are consecutive days, as occurring on a calendar without regard to the day of the week, month, year, or holidays.
- F. The National Institute of Governmental Purchasing (NIGP) Online Directory of Procurement Terms, at www.nigp.org, will govern on questions as to any other definition in this contract.

2. Contract Terms

Upon award, the performance of the contract shall be covered solely by the terms and conditions set forth herein. Authorization to furnish goods/services will be made via purchase order, or blanket order as appropriate, signed by the County Purchasing Agent and Finance Director or other designated personnel. Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by the County of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Invitation. Any different or additional terms contained in the seller's acceptance are hereby objected to.

3. Contract Modification

The contract expresses the complete agreement of the parties. Any changes hereto must be in writing and signed by the County Purchasing Agent. No other individual is authorized to modify the contract in any manner.

4. Delivery Requirement

To insure adequate service level to the people, Monroe County requires that all goods or services ordered will be delivered when specified. Time is, therefore, the essence of this contract. If deliveries are not made or services performed at the time agreed upon, the County reserves the right to cancel and purchase elsewhere and hold seller accountable therefore.

5. Transportation Charges

When terms of delivery or conditions of this order are f.o.b. destination, all transportation charges shall be paid by the seller.

6. Packaging

The County will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

7. Quantities

The County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the County's rejection and return at seller's expense.

8. Indemnification and Insurance

If any work covered by this contract is to be done on the County's premises, Contractor agrees to carry liability and Worker's Compensation insurance satisfactory to the County and to indemnify the County against all liability, loss and damage arising out of any injuries to persons and property caused by the Contractor, his

employees or agents. The Contractor will furnish written evidence of such insurance coverage.

9. Inspection and Acceptance

The Contractor shall be responsible for all material or service until they are delivered and accepted. No material or service received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said material or service. All material discovered to be defective or does not conform to any warranty of the seller herein, upon initial inspection or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the County's discount privileges or exclude any other legal, equitable or contractual remedies the County may have therefore. Performance of services shall be completed to the County's satisfaction.

10. Warranty

The seller expressly warrants that all goods and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said goods or work or by payments for them.

11. Invoices

Invoices shall be submitted to address as noted on Purchase Order. Invoices shall contain the following information: purchase order number, item number, contract description of supplies or services, quantities, unit prices and extended totals. Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

Terms and Conditions of Purchase

12. Notice and Service Thereof

Any notice to any contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted with said contractor or his authorized representative.

13. Acts of God

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

14. Patents

The seller guarantees that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent. The seller covenants that he will, at his own expense, defend every suit which may be brought against the County, or those selling or using the County's product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

15. Bankruptcy or Insolvency

In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the County may cancel this contract or affirm the contract and hold the seller responsible for damages.

16. Public Notice – Title VI of the 1964 Civil Rights Act

“No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

Anyone who believes that an agency or local government receiving federal financial assistance has discriminated against someone on the basis of race, color, or national origin has a right to file a complaint within 180 days of the alleged discrimination. Inquiries and charges of violations concerning Title VI should be directed to the Human Resource Director of Monroe County.

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SECTION 1: INTRODUCTION & TIMELINE

1. Introduction

This solicitation is issued in accordance with applicable state and federal law governing the federally funded Child Nutrition Programs, which collectively refers to the National School Lunch Program (NSLP), School Breakfast Program (SBP), the Summer Food Service Program for Children (SFSP), After School Snack and Seamless Summer Option (SSO) and the for the School Food Authority (SFA).

2. Timeline

- May 6, 2022 Proposal available to public
- June 7, 2022 **DEADLINE** – Proposal submissions due by 2:00 PM EST
- June 7, 2022 Proposal submissions opened at 2:00 PM EST
- June 7, 2022 – June 14, 2022 Review and Evaluation of Proposals, as needed
- June 14, 2022 Make a recommendation to Purchasing Committy
- June 14, 2022 Contract award
- July 1, 2022 Awarded VENDOR begins service

SECTION 2: SCOPE OF WORK

Monroe County School Nutrition is soliciting proposals from qualified entities such as a Vendor, Group Purchasing Organization (GPO), Buying Group or any other entity or Vendor and their subcontractors (hereinafter collectively referred to as "VENDOR") capable of providing food and grocery items and the associated distribution services for the Child Nutrition Programs of the school system participating in this solicitation issued by Monroe County School Nutrition Department. This contract will be awarded as a Firm Fixed Price with Bi-Annual Prospective Price Redetermination, with the exception of: market sensitive" fresh produce items, which will be cost + fixed fee. All purchases must meet current USDA standards and regulations mandated in the USDA's Child Nutrition Program and be processed, packaged, and delivered under the best possible sanitary conditions in accordance with local, State of Tennessee, and Federal Pure Food Laws and Health regulations.

Administrative Services: In the capacity of Administrator, the Vendor will monitor and manage commercial purchasing processes in accordance with program procurement requirements.

Distribution Services: In the capacity of commercial distribution, the Vendor will provide broadline distribution including ordering capability, storage, delivery, and electronic tracking.

The term of the contract will be July 1, 2022 to June 30, 2023. The contract will include an option of up to four (4) additional one (1) year contract renewals if agreed upon by both Monroe County School Nutrition Department and the Vendor. See "Section 3" for more details.

Monroe County School Nutrition Department considers this RFP legally binding and will require that this RFP and the resulting successful Vendor's Proposal(s) be incorporated by reference documents into any subsequent agreements between the successful Vendor(s) and Monroe County School Nutrition Department. It shall be understood by the Vendor(s), that this means that Monroe County School Nutrition Department expects the Vendor(s) to satisfy all requirements listed herein. Exceptions shall be explicitly noted in your Proposal. Lack of exceptions listed on the Individual Response Forms will be considered acceptance of all the specifications and terms as presented in the RFP. The awarded contract will represent the contractual requirements listed in the RFP, attachments to the RFP, amendments to the RFP, and Selected Vendor Proposal. Failure to execute the awarded contract will disqualify winning Vendor(s). In that event, the next most responsible and responsive Vendor(s) with the highest point score will be selected.

All costs including but not limited to those related to the development of services, compliance with the Buy American Provision and nutrition information will be incurred by the successful Vendor(s) and will not be charged back to Monroe County.

ADMINISTRATIVE SERVICES:

The successful Vendor will be required to:

1. Monitor all deliveries of products from the distributor to all participating schools.

2. The Vendor will be responsible for retaining all the pertinent records regarding all proceedings in connection with Monroe County activities. These records must be retained for three years from the completion date of the awarded contract. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three year period, the records must be retained until the completion of the action and resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later. All records are the property of Monroe County, and must be readily available to Monroe County as necessary. In the event the contract with the Vendor is not extended or is dissolved for any reason, all documents and records are to be electronically sent to Monroe County.
3. Promptly inform participants of new commercial product(s) available including pricing and potential taste testing opportunities.
4. Monitor all deliveries of products from the distribution center to all participating schools including commercial items.
5. Provide the capability to audit the distributor on behalf of Monroe County, if applicable, once bidding and contracts are issued to monitor bid pricing by tracking all the incoming products, compare them against the original orders, and inform the participants about any discrepancies.
6. The Vendor shall host a website, which contains all information regarding bids, end product data sheets, CN labels, and Product Formula Statements, offerings, balances, etc. These documents will be used to streamline menu planning, crediting, and other relevant nutrition requirements. The web page should be updated regularly. The web information should include a list of prices for all available non-USDA Commodity Foods equivalents. The reports should be organized in categories (i.e. beef, pork, pizza, etc.) so they can be easily searched for any needed information.
7. The Vendor agrees to meet all required State and Federal regulations and laws relative to the procurement and handling of USDA Food.
8. The selected awarded Vendor shall be required to provide easily accessible nutritional and allergen information to each member district on items whether provided directly or via direct to manufacturer. Certification of Child Nutrition Labeling and/or the equivalent meal USDA contribution will be required and shall be provided. The successful Vendor(s) will provide a signed Nutrition Information Label and Ingredient Label with allergens for all food bid items upon request. When CN Labeling is not available, the Vendor's awarded distributor will be required to provide a signed formulation statement from the manufacturer, as required by USDA.

Monroe County prefers the successful Vendor will:

1. Communicate with Monroe County including email blasts and/or newsletters, as well as scheduling virtual meetings and committee meetings, when applicable.
2. Coordinate and/or attend quarterly meetings including agendas and minutes to share up-to-date information regarding new product updates, supply chain issues, broker and manufacturer presentations, and other relevant professional development.

3. Monitor all monthly performance reports as submitted by manufacturers. Supply chain issues and anticipated shortages should be shared with Monroe County as soon as possible.

BROADLINE DISTRIBUTION:

The successful Vendor will be required to:

1. Perform distribution of food, supplies and materials related to a food service operation in Tennessee year-around.
2. Provide a paper and USB copy of the solicitation response.
3. Provide an electronic method for members to examine and review orders, rebates, deliveries, invoices, and quarterly reports.
4. Provide field staff to assist Monroe County. A point of contact is needed to assist with product availability and information, product recalls, broker contacts, invoicing, pricing, and credits.
5. Ability to provide copies of all procurement documents to demonstrate compliance with, Program and government-wide regulations, including Buy American.
6. Conduct the provided services to ensure compliance with the rules, policies, and statutes of the Tennessee Department of Education School Nutrition Program (“TN SNP”) and the USDA regarding Child Nutrition Programs.
7. In case of default by selected Vendor, Monroe County, after due notice, may procure the necessary supplies from other sources.
8. Vendor ensures that all Monroe County Schools will receive the same invoice pricing.
9. Deliveries should be “wheeled in” and placed in the proper storage locations, at the discretion of the receiving clerk.

All parties agree to work in good faith to reach a mutually agreeable conclusion should discord arise, without the need for an arbitrator.

If after a reasonable attempt at a conclusion has failed and it is determined by Monroe County the Vendor fails or neglects to furnish or deliver any of the services listed herein stated otherwise fails or neglects to comply with the terms of the contract in its entirety, Monroe County may, at its sole discretion, cancel this agreement. Monroe County may then enter into a new agreement for the same services to the best advantage for Monroe County.

The Vendor will notify Monroe County in writing about any intent to sub-contract all or any part of the original contract, and cannot enter into any subcontract without written permission from Monroe County. If a subcontract is approved by Monroe County, it does not release the Vendor from any responsibilities toward the Program.

SECTION 3: PROPOSAL CONTENT & PROCESS

Agreement Period: Monroe County will select a winning proposal(s) based on conditions and requirements contained herein to award the contract(s) for the school year (SY) 2022-2023, beginning on July 1, 2022 and ending June 30, 2023. This awarded contract will have the option

for four (4) – additional one (1) year contract renewals if agreed upon by both Monroe County School Nutrition Department and the Vendor.

Optional Contract Extension: Monroe County has the option to extend the contract for four (4) additional one-year terms, beginning on July 1, 2022, for one (1) additional year effective on July 1st of each year thereafter. Monroe County will provide the Vendor with written notice, between January 1st and March 31st of then-current term to request that term of this Agreement will be extended for an additional year. If no such notice is provided, the term of this Agreement shall expire at the end of the then-current term without any additional extensions and without the need for any additional notice.

Renewal Process: All requests for price increases after an award must be submitted in writing with supporting documentation to the SFA for review and approval. Any increase in price may not exceed the increase in the Consumer Price Index for the Urban Consumers, South Region (CPI-UC) of the previous reporting period or 3%, whichever is less at that time. The Vendor must submit any request for an increase in price in writing no less than ninety (90) days prior to the new contract period. SFA reserves the right to require supporting documentation from a disinterested third party as to increases in costs for the service(s) and/or product(s) in question. The SFA will determine the adequacy and acceptability of submitted documentation and request for price increases.

RFP Coordinator: All communication regarding this solicitation document should be directed to:

Contact Person:	Debbie Hunt
Contact Person Title:	Purchasing Agent
Contact Person Phone Number:	423-442-9383
Contact Person Email:	debbie.hunt@monroetn.com

(Email is the preferred form of communication.)

Deliver proposals to the following location:

**Debbie Hunt
Monroe County Finance
103 College Street South, Suite 9
Madisonville, TN 37354**

Submission of Proposals: A successful Vendor will submit proposals for Administration and/or Distribution. The Vendor shall provide a competitively procured distribution contract for commercial products. In addition, all other properly procured contracts offered by the awarded Vendor shall be available to Monroe County.

Proposal Process:

1. Proposals must be prepared in compliance with provisions of this RFP. Failure to comply will result in the disqualification of the proposal.
2. Proposal must be received by mail or delivery by:
2:00 p.m., Eastern Standard Time, on June 7, 2022.

The Proposal Package must include:

Attachment 1	BID GRID WITH COMPLETED PRICING
Attachment 2	BIDDER INFORMATION
Attachment 3	STATEMENT OF QUALIFICATIONS
Attachment 4	ETHICAL STANDARDS AFFIDAVIT
Attachment 5	ASSURANCE AND CERTIFICATIONS
Attachment 6	CERTIFICATE OF LIABILITY INSURANCE
Attachment 7	CLEAN AIR AND WATER CERTIFICATE
Attachment 8	SUSPENSION AND DEBARMENT CERTIFICATION
Attachment 9	LOBBYING CERTIFICATION
Attachment 10	LIST OF SCHOOLS WITH ENROLLMENT NUMBERS
Attachment 11	SELECTION CRITERIA AND AWARD MATRIX
Attachment 12	RFP QUESTIONNAIRE – Complete and Submit with Monroe County Bid
Attachment 13	TWO (2) COPIES OF BID
Attachment 14	LITIGATIONS
Attachment 15	W-9
Attachment 16	REFERENCES
Item List	

3. Any proposal received after the time stipulated will not be considered. Proposals received by facsimile transmissions or electronic mail will not be considered.
4. Only the forms in the RFP Packet are to be used. Altered or substitute forms will not be accepted.
5. It is understood that each Vendor, before submitting a proposal, shall, if they are uncertain of the conditions, requirements, and/or obstacles that might impact the provision of services, request further information. Failure to make such inquiry or receive an answer shall not relieve the successful Vendor from the obligation to comply, in every detail, with all provisions and requirements of the RFP nor shall it be a basis for any claim whatsoever for alteration in any term required by the Agreement.
6. Inquiries regarding the technical specifications of this RFP may be directed in writing to Debbie Hunt at debbie.hunt@monroetn.com.
7. If a Vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, they shall immediately notify Debbie Hunt of such error in writing and request modification or clarification of the document. Modifications will be made by issuing a revision and will be given by written notice to all parties who have submitted a letter of intent. The Vendor is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP prior to submitting the proposal or it shall be deemed waived.
8. No allowance will be made after Vendor receives proposals for oversight, omission, error, or mistake.
9. All proposals and any accompanying documents become the property of Monroe County and

will not be returned.

10. Monroe County will not be liable in any way for any costs incurred by Vendors in the preparation of their proposals in response to this RFP nor for the presentation of their proposals and/or participation in any discussions or negotiations.
11. Monroe County reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
12. Receipt of proposal materials by Monroe County or submission of a proposal to Monroe County offers no rights against Monroe County nor obligates Monroe County in any manner.
13. Monroe County reserves the right to waive minor irregularities in proposals. Any such waiver shall not modify any remaining RFP requirements or excuse the Vendor from full compliance with the RFP specifications and other contract requirements if the Vendor is awarded.
14. An officer of the Vendor who is legally authorized to obligate the Vendor to a contract must sign proposal.
15. All proposals shall be a matter of public record subject to the provisions of Tennessee law.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS RFP TO BE CONSIDERED RESPONSIVE AND ELIGIBLE FOR A CONSIDERATION FOR AWARDED CONTRACT. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

Calendar of Events: The required dates and times by which actions must be completed and, where applicable, locations are listed in the RFP. If Monroe County determines it is necessary to change a date, time, or location, it will issue an addendum to this solicitation. Times are Eastern Standard Time at the designated location.

Monroe County Bid Item List: The Bid Item List is the Excel document (included, as a separate document) that has all the items Monroe County wishes to procure, hereto referred to as “Monroe County Bid Item List”. Monroe County may have listed some preferred brand names as a preferred or currently used product but we are willing to accept a pre-approved equal, as outlined below.

The Bid Item List is the Market Basket. The Market Basket includes 75% of the total volume of items being requested, comprised of the 225 most-used items and this is what the bottom-line award will be based on.

Instructions for completing the Bid Item List/Market Basket are located on the 1st tab of the Bid Item List (Excel Document).

Monroe County School Nutrition reserves the right to audit all pricing submissions prior to award of contract.

- a) Prices quoted shall be the NET PRICE that all schools will pay per case.
- b) Individual product rebates may either be filed by the SFA or Distributor, but will be paid only to the SFA. The Distributor will provide the tracking report, if requested.

- c) In addition to the proposal, submit the completed Monroe County Bid Item List and the RFP Questionnaire.

Estimations: The total purchasing estimates in the Market Basket are based on actual usage from the 12-month period from July 1, 2020– June 30, 2021. Monroe County will not guarantee any minimum utilization or compensation to be paid to a Vendor.

Market Basket: The Market Basket will be used for the evaluation of the Vendor’s pricing offered. The Vendors must submit one price for each item listed. Vendor must respond to 85% of the listed items on the Market Basket. In the event the Vendor fails to quote a price on an item, the highest price for that item from all bids received will be inserted into the line item. The total bottom line cost will be determined by multiplying the PER SERVING COST X THE NUMBER OF ESTIMATED SERVINGS.

Pricing: Vendors are required to use USDA recognized pricing mechanisms. Monroe County will be soliciting proposals from multiple Vendors to determine the most responsive and responsible bidder of this solicitation. Pricing submitted for all products will be net price, F.O.B. destination. The unit/case price offered should contain two points (.00) beyond the decimal. The per-serving price will automatically calculate 4 points (.0000) beyond the decimal. The extended price shall be rounded to the nearest whole cent (5 or greater shall be rounded up and 4.9 or less shall be rounded down). The Vendor must maintain documentation of costs and applicable credits, and must furnish such documentation upon request of Monroe County.

Pricing Mechanisms:

Firm Price List: Monroe County expects firm pricing for all items, except fresh produce, as outlined below. Pricing should include all applicable rebates, incentives, or discounts. Pricing is in 6 months increments: July 1 thru December 31 and January 1 thru June 30.

Fixed Fee Pricing: Monroe County request cost plus fixed fee dollar amount for “market sensitive” fresh produce items. The price for these items may change from week to week and month to month due to a change in cost, but the fixed fee does not change. These items are listed on the Bid Item List and pricing should be listed in the appropriate column, as explained on the 1st tab of the Bid Item List.

Evaluation: Monroe County intends to use the Market Basket to determine the bottom-line cost. As stated above, this will include 75% of the top usage items by volume of the Bid Item List and will be used for the evaluation of Vendor’s pricing offered. The total bottom line cost will be determined by multiplying the PER SERVING COST X THE NUMBER OF ESTIMATED SERVINGS and adding the extended dollar figures.

The Market Basket scoring will be based on the following formula:

Market Basket Score = Maximum Points x (\$ low bid/\$ bid being evaluated*)

*\$ Total Column T: Extended Price (low bid)

Example:

Respondent Market Basket A = \$10,000

Respondent Market Basket B = \$10,500

Respondent Market Basket C = \$15,000

$40 \times \frac{10,000}{10,000} = 40$ points For Respondent A

$40 \times \frac{10,000}{10,500} = 38.09$ Points for Respondent B

$40 \times \frac{10,000}{15,000} = 26.66$ Points for Respondent C

Pre-Approved Equal (PAE): *(There is a tab on the excel spreadsheet to use for submission with example).* If you are interested in submitting a product for approval to be considered a pre-approved equal product, please complete the form and return it to debbie.hunt@monroetn.com. Vendor may submit a PAE request at any time up until May 24, 2022 and Monroe County will respond within 5 business days of receiving a request. Monroe County will review item request and make a determination based on prior knowledge of said item, including but not limited to, student acceptance, taste-testing, food shows, and nutritional information. Monroe County may request nutritional fact sheets. Additionally, if the submitted item is a product that Monroe County is not familiar/no district has prior experience with or is a new item, Monroe County reserves the right to request a sample for taste-testing. Samples should be delivered to 205 Oak Grove Rd, Madisonville, TN. 37354. Please DO NOT send samples unless it is requested.

SECTION 4: PURPOSE

Monroe County is soliciting proposals from qualified entities such as a Vendor, Group Purchasing Organization (GPO), Buying Group or any other entity or Vendor and their subcontractors (hereinafter collectively referred to as "VENDOR") capable of providing food and grocery items and the associated distribution services for the Child Nutrition Programs of the school systems participating in this solicitation issued by Monroe County School Nutrition Department. This contract will be awarded as a Firm Fixed Price with Bi-Annual Prospective Price Redetermination with the exception of "market sensitive" fresh produce items, which will be cost + fixed fee. All purchases must meet current USDA standards and regulations mandated in the USDA's Child Nutrition Program and be processed, packaged, and delivered under the best possible sanitary conditions in accordance with local, State of Tennessee, and Federal Pure Food Laws and Health regulations.

Material Change: The forecasted quantity of purchases of products by Monroe County district \$1,100,000.00 and is based on Monroe County's total past purchases for a one-year term. Monroe County projects, but does not guarantee that if the agreement is extended, sales volume would increase by 25% each year. The 25% projected increase is including, but not limited to, additional bid items, new products, and new member purchases. If total annual purchases exceed the 25%, this constitutes a material change and a new solicitation must be completed.

Amendments and Modifications: For each contract renewal, the total actual value of the contract in the preceding year and the additions made during the contract term will be the basis for determining the maximum dollar amount (not to exceed 25%) of additional goods that will be allowed during the next contract renewal year. Monroe County reserves the right to modify the awarded contract by mutual agreement between Monroe County and selected Vendor(s), so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by issuance of a written authorized amendment by Monroe County. Monroe County will utilize regular contract monitoring as outlined in Monroe County policies and procedures to monitor potential material changes.

Master Group Agreement: Selected Vendor(s) will need to sign the awarded contract upon notification by Monroe County. This awarded contract will represent the contractual requirements listed in the RFP, attachments to the RFP, amendments to the RFP, and selected Monroe County proposal. Failure to execute the awarded contract will disqualify winning Vendor. The next most responsible, responsive Vendor with the next highest point score will be selected.

Fair and Open Competition: This solicitation is intended to promote fair and open competition. If the language, specifications, terms, and conditions or any combination thereof restricts or limits the ability to respond to this solicitation, it is the responsibility of the interested Vendor to notify Debbie Hunt – Monroe County Purchasing/Accounts Payable Specialist, in writing, at debbie.hunt@monroetn.com to be received within five (5) business days after the date the solicitation is issued by Monroe County. The solicitation may or may not be changed, but a review of such notification will be made prior to the award of contract.

SECTION 5: VENDOR QUALIFICATIONS AND RESPONSIBILITY OF AWARDED CONTRACTS

Requirements:

Buy American Requirement: Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodities or products. This Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture.

The Buy American provision applies to SFAs located in the 48 contiguous United States and is one of the procurement standards these SFAs must comply with when purchasing commercial food products served in the school meals programs.

Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. Report language accompanying the legislation noted that “substantially means over 51% from American products.” Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA.

For products procured by SFAs for use in the Child Nutrition Programs using nonprofit food service account funds, the product’s food component is considered the agricultural commodity. FNS defines food component as one of the food groups, which comprises reimbursable meals. The food components are: meats/meat alternates, grains, vegetables, fruits, and fluid milk. Please refer to 7 CFR 210.2 for full definitions. Any product processed by a winning vendor must contain over 51% of the product’s food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S.

The Vendor(s) must offer and supply domestic products. You may supply non-domestic product only when preapproval is provided by the district is receiving the product. Your suppliers can and shall be required to provide certification to Bidder of domestic origin and content.

Emergency Purchase Clause: Notwithstanding any other provision of this procurement, Monroe County may make or authorize others to make emergency procurements if there exists a threat to public health, welfare, or safety or if a situation exists which makes compliance with the procurement process. Emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

Discussions/Negotiations: By submission of a proposal, Vendor agrees that during the period following issuance of the proposal and prior to notification of intent and/or award of the contract, Vendor will not discuss this procurement with any party except Debbie Hunt, Monroe County Purchasing/Accounts Payable Specialist, Monroe County reserves the right to reject any and all proposals and to cancel this solicitation if it is in the best interest of Monroe County School Nutrition Department. Monroe County shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of Vendors response to this solicitation.

Monroe County reserves the right, at any time after opening and prior to award, to request from any Vendor clarification, address technical questions, make site visits, review past performance or to seek or provide other information regarding Vendor's proposal. This process may be used for such purposes as providing an opportunity for Vendor to clarify the proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility of Vendor. Monroe County will not consider information received if the information materially alters the content of the proposal or alters the type of goods and services Vendor is proposing to Monroe County. An individual authorized to legally bind Vendor shall sign responses to any request for clarification.

Monroe County reserves the right to contact provided references and other references to assist in proposal evaluation, to verify information contained in the proposal, and to discuss Vendor qualifications including capabilities and performance under other contracts.

Issuance of this RFP in no way constitutes a commitment by Monroe County to award any contract or agreement. An RFP response may be rejected for various reasons, including but not limited to any one of the following reasons:

1. Vendor fails to deliver the proposal by the due date and time.
2. Vendor fails to respond to Monroe County's request for information, documents, or references within the time specified.
3. Vendors' response limits the rights of Monroe County.
4. Vendors' response materially changes a product or service requirement.
5. Vendor fails to include information necessary to substantiate that it will be able to meet a product or service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations of future developments will not satisfy the requirement.
6. Vendor provides misleading or inaccurate responses.
7. Vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
8. Vendor fails to include any signature, certification, authorization, stipulation, disclosure, guarantee or other item requested in this RFP.
9. Vendor submits a response deemed to be overly responsive to the components of this RFP.

SECTION 6: PRODUCT REQUIREMENTS

General Requirements: All products shall conform to the minimum requirements of federal and state regulations. These requirements include, but are not limited to cleanliness, safety, weights, fill of containers, drained weights, and contamination.

1. All food products supplied by Vendor's Distributor will comply with standards of identity, quality, and fill and drained weights as described in relevant federal and state regulations.
2. All foods, especially temperature controlled foods, will be handled according the latest with federal and state food codes that govern the products.
3. With respect to any products, which are misrepresented, the supplier whose name and address appears on the package is the responsible party. Vendor's Distributor is expected to take immediate action to correct any situation in which product integrity is violated.
4. In the case of quality disputes, the manufacturer may be required to provide an independent or third party laboratory analysis to justify the grade.
5. If product origin is not listed on the case or broken cases, Vendor's contracted distributor will be required to provide country of origin including where product was grown and processed.

Nutrition Standards in the Child Nutrition Programs: All products shall conform to NSLP, SBP, CACFP regulations for all pre-k, Head Start, and other federal and state regulated nutritional programs (including new meal patterns) in which Monroe County participates. The Vendor will need to work with Monroe County to achieve compliance with changes to program standards as they relate to products and services provided by the distributor to Monroe County.

Child Nutrition (CN) Labels: Monroe County requires copies of CN Labels for products that have CN Labeling, these need to be made available to the SFA by August 1st of each school year (SY).

Product Formulation Sheets: Monroe County requires Product Formulation Sheets for all food products that do not have a CN label. Product Formulation Sheets must be on company letterhead with signature. These need to be made available by August 1st of each SY. Failure to provide required CN and/or Product Formulation Sheets or approved equivalent may be grounds for termination of the contract.

Safety Data Sheets (SDS): Monroe County requires SDS for all chemicals. SDS information must be compiled by the Vendor in an electronic medium by August 1st of each SY. Failure to provide SDS may be grounds for termination of the contract.

Ordering Procedures:

- Monroe County requires an on-line ordering process.
- Ordering shall be in full-case quantities whenever possible.
- Orders will be transmitted electronically as mutually agreed upon by the Vendor and Monroe County.
- The Vendor's Contracted Distributor may be required to provide assistance to Monroe County to set-up and utilize existing technology by providing computer software and training for on-line account management.
- Every effort must be made to implement efficient use of current computer technology and Internet capabilities for purchasing.
- The Vendor will train Monroe County on use of system at no additional cost to Monroe County.

Substitutions: All substitution requires the prior approval of Monroe County Nutrition Department. If the Vendor's Contracted Distributor is temporarily out of stock of a particular product, an equal or superior product may be delivered as long as prior approval has been received. Buy American Provisions apply for all substitutions.

Food Laws: Vendor's contracted distributor shall operate in accordance with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. Monroe County may inspect the Vendor's Contracted Distributors facilities and vehicles. The Vendor's Contracted Distributor must have documented their suppliers' compliance with Good Agricultural Practices (GAPs), Standard Operating Procedures (SOPs), Sanitary Standard Operating Procedures (SSOPs), and Good Management Practices (GMPs) for farm and field operations, packing facilities, cold storage operations, produce shippers, and their distribution facilities, if appropriate.

Food Recall: Vendor's contracted distributor shall be expected to comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. The Vendor's Contracted Distributor shall effectively respond and have a process in place to respond to a food recall; the process must include accurate and timely communications to Monroe County and assurance that unsafe products are identified and removed from Monroe County member site(s) in an expedient, effective, and efficient manner. The Vendor's Contracted Distributor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

Biosecurity: The Vendor's Contracted Distributor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, Food and Drug Administration, and under the USDA, Food Safety and Inspection Service.

SECTION 7: STANDARD TERMS AND CONDITIONS

Terms and Conditions: The Vendor must be fully acquainted with terms and conditions relating to the scope and restrictions involved in the execution of the work as described in the solicitation. Failure or omission of the Vendor to be familiar with existing conditions shall in no way relieve the company of obligation with respect to this solicitation.

Reservation of Rights: Monroe County expressly reserves the following:

1. The right to reject all proposals.
2. The right to reject any part of the proposal not meeting the specifications set forth herein.
3. The right to waive any irregularities and technicalities and, at its sole discretion, may request a clarification or other information to evaluate any or all proposals.
4. The right to re-award the solicitation to another Vendor in the event the Vendor to whom a contract is awarded defaults in executing the formal agreement.

5. The right to accept or reject any and all portions thereof, select the next most responsive proposal, or if necessary issue a new solicitation or take other action as Monroe County deems appropriate in the best interests of Monroe County.
6. The SFA shall be legally and financially responsible for the conduct of the services provided and shall supervise the services to ensure compliance with the rules and regulations of TN SNP and the USDA regarding Child Nutrition Programs.

Vendor has the right to withdraw its proposal if Monroe County changes the type of award as described herein.

Payment Method: Payment for products and supplies will be made directly to the Vendor or its' designee. The vendor/designee shall accept Purchase Orders/Checks, and/or Electronic Funds Transfers. Monroe County will not in any way incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by any other such agencies or entities.

The Vendor may offer a discount for early payment of invoices. Please list any quick-pay discount terms and conditions.

Invoicing: The vendor must provide a delivery invoice at each delivery showing the quantity of products delivered. This invoice must be signed and dated by the food service manager or designee receiving the products at each delivery.

Record Retention: The Vendor agrees to retain all books, record, and other documents relative to this agreement for three (3) years plus the current year after final payment. Monroe County, its authorized agents, and/or state/federal representatives shall have full access to and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until the stated matter is closed.

Access to Records: Access shall be granted by the Vendor to Monroe County, State Agency, USDA, Comptroller General of the United States, or any other duly authorized entity or any of their duly authorized representatives to any books, documents, papers, and records of the Vendor, which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions. Monroe County may conduct audits to validate costs and compliance with agreement terms and conditions.

Natural Disaster: In the event of a national disaster, USDA may require that USDA food in storage at the Vendor's contracted distributor be diverted to the disaster area. If such should occur, USDA and/or Tennessee Department of Education will provide the Vendor with instructions.

Drug Free Zone: All school districts in Tennessee are Drug Free School Zones. The Vendor's Distributor delivery staff are required to observe drug, alcohol and tobacco usage while making deliveries on school property.

Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded: The Vendor certifies (See attachment: "SUSPENSION AND DEBARMENT

CERTIFICATION”) neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. The Vendor should consult Executive Orders 12549 and 12689. For additional information, the Vendor should check <https://www.epls.gov/>, a public service site by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties which are excluded from receiving federal contracts, certain subcontracts, and certain federal financial and nonfinancial assistance and benefit.

Lobbying: The Vendor must certify (See attachment: “LOBBYING CERTIFICATION” and attachment “DISCLOSURE OF LOBBYING ACTIVITIES”) no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal agency or Congress with respect to the awarding of a federal contract, or in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

State and Federally Required Contractual Provisions: the Vendor and the Vendor’s Contracted Distributor must have obtained, and will continue to maintain during the entire term of the awarded contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under the awarded contract. In addition, the Vendor and the Vendor’s Contracted Distributor are responsible to abide by all applicable federal and state laws and policies, as applicable, when providing services under the awarded contract, including but not limited to:

1. **Equal Employment Opportunity** – the Vendor and the Vendor’s Contracted Distributor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
2. **Labor and Civil Rights Laws** – the Vendor and the Vendor’s Contracted Distributor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with the Vendor’s performance of work under the awarded contract, the Vendor and the Vendor’s Contracted Distributor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. The Vendor and the Vendor’s Contracted Distributor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
3. **Duty to Protect** – the Vendor and the Vendor’s Contracted Distributor shall not knowingly send any employee, agent or subcontractor personnel who is a registered sex offender or who has been convicted of sexual abuse to SFA’s location, building, or SFA’s property when students are attending school or a school related activity. The Vendor and the Vendor’s Contracted Distributor shall make periodic criminal history records inquiries as authorized by State of Tennessee enactment of the Sex Offender Registration and Community Notification Law.

4. **Smoking** – the Vendor and the Vendor’s Contracted Distributor shall comply with all prohibitions on smoking in SFA facilities and grounds pursuant to applicable federal, state, and local laws or policies.
5. **Unauthorized Workers** – The employment of unauthorized workers by the Vendor or the Vendor’s Contracted Distributor is considered a violation of federal and state law. If the Vendor or the Vendor’s Contracted Distributor knowingly employs unauthorized workers, such a violation shall be cause for termination of the awarded contract.
6. **Clean Air Act and Energy Policy and Conservation Act** – the Vendor and the Vendor’s Contracted Distributor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. The Vendor and the Vendor’s Contracted Distributor shall report all violations to Monroe County and to the relevant federal or state agency as appropriate.
7. **Minority-Owned Business Enterprise** - Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses, and women’s business enterprises are used whenever possible. Affirmative steps shall include the following:
 - Include qualified small businesses, minority-owned businesses, and women’s business enterprises on solicitation lists;
 - Assuring that small businesses, minority-owned businesses and women’s businesses are solicited whenever they are potential sources;
 - When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses, and women’s business participation;
 - Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses, and women’s businesses;
 - Using the services and assistance of the Small Business Administration and the Department of Commerce’s Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses, and women’s business enterprises.
8. **HUB Statement:** the Vendor and the Vendor’s Contracted Distributor must be committed to providing access, equal opportunity and reasonable accommodation in its services, programs, activities, education and employment for individuals with disabilities.

Insurance: the Vendor and the Vendor’s Contracted Distributor shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance and Property Damage Insurance, Workers Compensation Insurance, Employer’s Liability Insurance, and Automobile Liability Insurance. The Vendor and the Vendor’s Contracted Distributor shall have a policy endorsement covering personal property of others. Should any required insurance be cancelled before the expiration date, the issuing company will mail 30-days written notice to Monroe County. The Vendor and the Vendor’s Contracted Distributor shall provide a statement of certificates of insurance from issuing company or their authorized agent with the proposal. The Vendor and the Vendor’s Contracted Distributor shall meet the statutory requirements of the State of Tennessee for worker’s compensation coverage and employer’s liability insurance.

1. **Evidence of Vendor Insurance Coverage** - The Vendor shall provide Monroe County at the time the Bid Proposal is submitted, Certificates of Insurance and/or policies, acceptable to Monroe County, as listed below:
 - a. Certificate of Liability Insurances (Attached) properly executed. Individual certificates of insurance and/or policies may be required prior to work commencing.
2. **Insurance Requirements** - During the performance and up to the date of final acceptance of the work the Vendor and the Vendor's Contracted Distributor must effect and maintain insurance hereafter listed below:
 - a. The Vendor and the Vendor's Contracted Distributor shall procure and maintain during the life of this contract, Workers Compensation Insurance, including Employers Liability Coverage at limits of \$100,000 per person, \$500,000 aggregate, in accordance with all applicable statutes of the State of Tennessee.
 - b. The Vendor and the Vendor's Contracted Distributor shall procure and maintain during the life of this contract, **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and property damage. Coverage shall include the following extensions:
 1. Contractual Liability
 2. Products and Completed Operations
 3. Per contract aggregate
 4. Penal/Fidelity Bond
 - c. Provide evidence of a **Professional Liability Insurance** for all staff providing services.
 - d. The Vendor's Contracted Distributor shall procure and maintain during the life of this contract, **Motor Vehicle Liability Insurance** including applicable no-fault coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - e. The Vendor and the Vendor's Contracted Distributor will carry **Casualty Insurance** on all USDA Donated Foods within the Service Provider's possession, in an amount in accordance with acceptable industry practices. Extent, term of coverage, and method of continuing coverage will be as Bidder described Proof of Insurance will be made available to Monroe County upon request.
3. Workers' Compensation Insurance, Professional Liability, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Sixty (60) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to Monroe County.
4. If any of the above coverages expire during the term of this contract, the Vendor and the Vendor's Contracted Distributor shall deliver renewal certificate and/or policies to Monroe County at least ten (10) days prior to the expiration date.
5. **Indemnification and Hold Harmless** – The Vendor shall indemnify and hold harmless Monroe County, its officers, agents, and employees from:
 - a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Vendor, its

- officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- b. Any claims, damages, penalties, costs of attorney fees arising from any failure of the Vendor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - c. Monroe County will not indemnify, defend or hold harmless in any fashion the Vendor from any claims arising from any failure on the part of the Vendor, its employees or suppliers, regardless of any language in any attachment or other document that the Vendor may provide.
 - d. The Vendor shall reimburse Monroe County any expenses incurred as a result of the Vendor and the Vendor's Contracted Distributor failure to fulfill any obligation in a professional and timely manner under the agreement.

SECTION 8: EVALUATION OF PROPOSALS

1. Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. Monroe County evaluation team will review the proposals using the evaluation criteria found in this solicitation. In addition, the evaluation team will conduct a pre-award audit and check references.
2. All Vendors, by submitting proposals, agree that they have read and are familiar with all the terms and conditions of the RFP and applicable federal and state laws, rules, and regulations and will abide by the terms and conditions thereof.
3. Monroe County and the evaluation committee shall determine whether particular Vendors have the basic qualifications to conduct the desired service for Monroe County based on the following:
 - a) General Vendor Information
 - b) Administrative Services
 - c) Distribution Services
 - d) Market Basket Pricing
4. Proposals will first be examined to eliminate those that are clearly non-responsive to stated requirements. If a requirement is not complied with, the bid will be considered non-responsive. Such requirements include but not limited to the following:
 - a) Incomplete
 - b) Late submission
 - c) Unable to service all Monroe County districts
 - d) Unable to receive, warehouse, and deliver USDA commodities
5. Monroe County reserves the right to accept or reject any and all proposals submitted.

6. Monroe County reserves the right to request in writing clarifications or corrections to proposals. Clarifications or corrections shall not alter the Vendor's price contained in the cost proposal.
7. The content of the RFP and the successful Vendor's proposal(s) will become an integral part of the contract, but may be modified by the provisions of the contract.
8. A proposal in response to an RFP is an offer to contract with Monroe County based upon the terms, conditions, and scope of work and specifications contained in the RFP.
9. Vendors must submit proposals that are complete, thorough, and accurate. Brochures and other similar material may be attached to the proposal.
10. All proposals must be valid for 60 days from the proposal submission date.
Monroe County will evaluate each proposal independent of other proposals.

SECTION 9: DEFAULT AND TERMINATION

1. In the event the Vendor or the Vendor's Contracted Distributor shall default in any of the obligations or conditions set forth in the negotiated Contract or their performance does not meet the mutually established successful performance criteria, Monroe County will notify the Vendor of such in writing.
2. Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Vendor as the manager or, in the case of notice by the Vendor Monroe County or by mailing the same certified or registered mail to the address for the Vendor in the proposal, or the address for Monroe County in the case of notice by the Vendor.
3. Failure on the part of Monroe County to notify the Vendor of default shall not be deemed a waiver by Monroe County of Monroe County's rights on default of the Vendor and notice at subsequent time will have the same effect as if promptly made.
4. Upon receipt of notice of default from Monroe County, the Vendor shall immediately correct such default. In the event the Vendor fails to correct the default to the satisfaction of Monroe County, Monroe County shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Vendor of any liability to Monroe County for damages sustained by virtue of any default by the Vendor.
5. The Vendor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event Monroe County prevails the Vendor shall pay all expenses of such action including Monroe County's attorney fees and costs at all stages of the litigation.
6. The parties may mutually terminate the contract/agreement that results from this proposal at any time. Either party may terminate the contract/agreement with cause given a one hundred and twenty (120) day notice to the other party.

Nondiscrimination Equal Opportunity

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, audiotope, American Sign Language, etc.), should contact the Agency (State or local) 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: <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint>, 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.

Assurance Statement:

The vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);

ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.

x. The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

Taxes

The member districts of Monroe County are exempt from all federal, state and local taxes. Monroe County shall not be responsible for any taxes that are imposed on the Vendor or the Vendor's Contracted Distributor. Furthermore, the Vendor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Monroe County.

Integration

All RFP Documents and addenda, Vendor's response to the RFP, subsequent Requests for Payments, and contract with the successful Vendor contains the entire understanding between the parties.

SECTION 10: AWARD AND POST AWARD INFORMATION

Award

The contract award, if made, will be to the vendor whose bid meets the specifications and conditions set forth, and whose bid is most advantageous to the County. Price shall be an evaluation factor as well as the qualifications and ability of the vendor to perform the necessary work, and past performance history. Monroe County reserves the right to reject any and all bids submitted.

The successful vendor's bid content shall become a contractual obligation if procurement action ensues. Failure of the successful vendor to accept these obligations in a contractual agreement may result in cancellation of the award.

Monroe County reserves the right to incorporate standard county provisions into any contract negotiated as a result of any bid submitted in response to the bid.

The company shall not engage the services of any person employed by Monroe County Government, including any department, commission, or board thereof without written consent of the County.

It is understood that the vendor's officers and employees are in no way considered employees of Monroe County.

Type of Contract: Monroe County requires a fixed price (including all handling charges and rebates) per Market Basket will be awarded as a result of this solicitation.

Method of Award: Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. Monroe County evaluation committee will review the proposals using the evaluation criteria set forth in this solicitation. In addition, Monroe County may conduct a pre-award audit, and check references.

Contract Maintenance: The Vendor will communicate with the Vendor's Contracted Distributor, if applicable, to discuss product shortages, delivery times, product quality including other options, billing issues, special orders, and other Vendor issues.

Reporting: Monthly usage reports are to be provided or made available to the Monroe County within the first week of the following month.

**ATTACHMENT #1 Monroe County's Bid Item List
(This is an Excel spreadsheet sent with the RFP.)**

BIDDER INFORMATION

*This form must be returned, properly executed.
Please use this page as a cover sheet for your bid proposal.*

In compliance with the Request for Proposal made by Monroe County, the undersigned proposes to furnish and deliver all services in accordance with the accompanying descriptions and instructions in the RFP. The undersigned also asserts that:

- This proposal is made without any previous understanding, agreement, or connection with any other person, Vendor, or corporation making a bid for the same purchase, and is in all respects fair and without collusion or fraud.
- No member of Monroe County nutrition department interested in this proposal or in the services to which it relates, or in any portion of the profits thereof has colluded with the undersigned in drawing up this proposal.
- All prices herein are net and exclusive of all federal, state, and municipal sales and excise taxes.
- Said bidder clearly understands that Monroe County will be the sole judge in determining the quality of services as being equal to or in compliance with the descriptions set forth in the RFP.

Vendor: _____

Name: _____

Signature of above: _____

Title: _____

Address: _____

Telephone: _____

Fax Number: _____

Date: _____

Are you a small business? Yes _____ No _____

Are you a minority business? Yes _____ No _____

VENDOR STATEMENT OF QUALIFICATIONS

Vendor Name: _____ Phone Number: _____

Vendor Address: _____ Fax Number: _____

_____ Contact Name: _____

_____ Contact Title: _____

Vendor website: _____ Email: _____

Number of years in business: _____

Vendor's financial rating: Duns or Bank reference (i.e., name and address of bank where Vendor's commercial account is located):

List 3 current or recent **EDUCATIONAL** clients for reference purposes.

Client Data	Description and Date of Service
Name:	
Address:	
Phone Number:	
Contact Name:	
Name:	
Address:	
Phone Number:	
Contact Name:	
Name:	
Address:	
Phone Number:	
Contact Name:	

Signature: _____ Title: _____ Date: _____

ETHICAL STANDARDS AFFIDAVIT

Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

Contractor understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

Contractor also understands that it shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award or a subcontract or order.

Contractor also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a metropolitan government contract upon the agreement or understanding for a contingent commission, percentage or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Contractor represents that it has not retained anyone in violation of the foregoing.

Contractor also understands that a breach of ethical standards could result in civil or criminal sanctions and/or debarment or suspension from being a seller, contractor or subcontractor under metropolitan government contracts.

Print name of bidder: _____ Signature: _____

Name of Vendor: _____ City: _____ State: _____

Sworn to and subscribed before me, a notary public in and for the above state and county, on this _____ Day of _____, 20____.

Notary Public _____ Seal

My commission expires: _____

Assurances and Certifications

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

The applicant hereby agrees that it will comply with all federal and Tennessee laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the TDOE.

Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., Monroe County District, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with Section 400 (d) (4) of the U.S. Department of Education Compliance Supplement for A-133.

Date

Signature

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY)

PRODUCER THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSUREERS AFFORDING COVERAGE

INSURED
 INSURER A:
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURENCE	\$
					FIRE DAMAGE (Any one	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGRREGATE	\$
					PRODUCTS-COMP/OP AGG	\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY-EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	
					AGGREGATE	\$
						\$
						\$
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUT-ORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE – POLICY LIMIT	\$
	OTHER					\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS

CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Vendor (offer or) shall execute this Certificate.

THE VENDOR AGREES AS FOLLOWS

1. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
2. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
3. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed
4. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

1. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
2. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

3. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

4. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

5. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

6. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the vendor.

Signature of Vendor

Title

Date



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048

Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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 responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) 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.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (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 lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant 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 the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form 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 department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this 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 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 System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records 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 department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

LOBBYING CERTIFICATION

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts exceeding \$100,000 in federal funds

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 a 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 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 and officer or employee of any agency, a Member of Congress, an officer or employee of the undersigned shall complete and submit Standard Form LLL, DISCLOSURE FORM TO REPORT LOBBYING, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name/Address of Organization

Award Number or Project Name

Name/Title of Submitting Official

Signature

Date

Selection Criteria and Award Matrix Form

Vendor Being Evaluated

Criteria	Max Points	Awarded
Completed and signed Vendor Pricing Form (Excel Spreadsheet Attached) #1	Mandatory	
Completed and signed Signature Page - Attachment #2	Mandatory	
Completed and signed Statement of Qualification - Attachment #3	Mandatory	
Completed, signed and notarized Ethical Standards - Affidavit Attachment #4	Mandatory	
Completed, signed and Assurance and Certifications - Attachment #5	Mandatory	
Completed and signed Certificate of Liability Insurance - Attachment #6	Mandatory	
Completed and signed Clean Air and Water Certificate - Attachment #7	Mandatory	
Completed and signed Suspension & Debarment Certification - Attachment # 8	Mandatory	
Completed and signed Lobbying Certification - Attachment # 9	Mandatory	
General Vendor Information	9	
Qualifications and Ability to perform Administrative Services	16	
Qualifications and Ability to perform Distribution Services	20	
Market Basket Bottom Line Pricing, including any additional fees	55	
TOTAL POSSIBLE POINTS	100	

Evaluator's Comments and Recommendations:

RFP Questionnaire

General Vendor Information (9 Points Possible)

1. Vendor history and general information: (Total of 4 possible points)
 - Years of continuous operation:
0-5 years = 1 point
6 or more years = 2 points
 - Years of experience with Local Education Agency Nutrition Programs:
0-5 years = 1 point
6 or more years = 2 points
2. Do you have a local representative that will be responsible to provide the following training/services for Monroe County : (1 point available for each bullet for a total of 3 possible points)
 - Educating and training members of new and available services
 - In-person and phone support staff to assist Monroe County Nutrition Department
 - Assistance with preparing order guides, maximizing budget, and general customer service
3. Has Vendor had any actions taken by any regulatory agency resulting in litigation involving the Vendor or its agents or employees with respect to and work performed in the last (10) years as well as the outcomes relating thereto. (No=1 point, Yes=0)
If yes, please provide an explanation.
4. Does Vendor have liability insurance and worker's compensation coverage? Please provide evidentiary documentation. (Yes and proper documents = 1 point)

Section 13 TWO (2) COPIES OF BID

Section 14 - Litigations (This section must be completed)

The prospective Tire vendor shall identify by name, docket number, and Court, all litigations to which the prospective Tire vendor and/or vendor's firm has been a party from January 2005 to present.

NO _____

YES _____

Name of Case (include case or docket number): _____

Court in which case is filed: _____

Description of claims that are subject to any litigations: _____

Decision/Verdict of case if concluded: _____

Section 15 – W-9 (W-9 Must be completed)

Section 16 - Vendor References

The vendor must be able to provide a list of three (3) references, including the name, complete address, contact person, phone number, and length of time services have been provided for other local government organizations or corporations for which the vendor provided Tires in the past five years.

Name: _____
Complete Address: _____
Contact Person: _____
Phone Number: _____ Time of Provided Service: _____

Name: _____
Complete Address: _____
Contact Person: _____
Phone Number: _____ Time of Provided Service: _____

Name: _____
Complete Address: _____
Contact Person: _____
Phone Number: _____ Time of Provided Service: _____

Monroe County reserves the right to reject any and all bids and to negotiate with an applicant prior to entering into a contract. Any award pursuant to the terms and provisions hereof shall be in the best interest of Monroe County.

Qualifications and Ability to perform Administrative Services (16 Points Possible)

1. Does Vendor offer electronic ordering? (Yes = 5 points, No = 0)

2. Will Monroe County have the capability to create their own electronic order guide based on each school's needs? (Yes = 3 points, No = 0)

3. Does your website offer district level customization for user administration rights? (Yes = 3 points, No = 0)

4. Does Vendor website provide the following electronic documentation? (3 possible points)
 - a. Nutritional information, including CN Labels and Product Formulation statements (Yes = 1 points, No = 0)
 - b. Buy American Report that shows all Buy-American compliant items (Yes = 1 points, No = 0)
 - c. District Inventory Management Report showing received inventory value and order history (Yes = 1 point, No = 0)

5. Does the Vendor have a process for auditing for accurate pricing? (Yes = 1 Point, No = 0)

6. Does the Vendor coordinate an annual food show? (Yes = 1 Point, No = 0)

Qualifications and Ability to perform Distribution Services (20 Points Possible)

1. Does the Vendor have the capability to allow scheduled weekly deliveries of commercial ordering year-round? (Yes = 5 points, No=0)

2. Does Vendor offer written policies for the following: (1 point available for each bullet point, for a total of 5 possible points) Policy must be submitted with proposal.
 - Pick up and credit policy
 - Product recall notification policy
 - Out of stock notification policy
 - Damaged product policy
 - Discontinued product notification policy

3. Does your Vendor have an “Or Equal” product substitution on your bid list? (Yes = 2 point, No=0)

4. Delivery Service: (4 possible points)
 - Do you have a minimum delivery requirement? (Yes=0, No=2)
 - Are you able to delivery prior to the end of the school day (1pm)? (Yes=2, No=0)
 - Is your order lead-time three (3) business days or less? (Yes=2, No=0)
 - Does Vendor provide “wheeled-in” deliveries and place items in the proper storage location? (Yes=2, No=0)

Market Basket Proposal (40 Possible Possible)

Vendor must complete the included Excel Spreadsheet titled "***Monroe County Bid Item List***". This list includes all bid items for which Monroe County is requesting pricing, comprised on 2 sections. Detailed information regarding this is listed under Section 3, "***Monroe County Bid Item List***". There is also completion instructions and information listed on the first tab of the Monroe County Bid Item List.