



## REQUEST FOR PROPOSAL

*Notice is hereby given that the Savannah R3 School District requests written, sealed proposal on the items specified on the attached sheet(s).*

### DESCRIPTION OF PROPOSAL ITEMS

<b>DATE:</b>	APRIL 11, 2022
<b>RFP TITLE:</b>	REQUEST FOR PROPOSAL (RFP) FOR BEVERAGE PRODUCTS
<b>CONTRACT DURATION:</b>	JULY 1, 2022 THROUGH JUNE 30, 2023
<b>SUBMISSION DEADLINE:</b>	<b>MUST BE RECEIVED ON OR BEFORE MONDAY MAY 2, 2022 AT 10:00 AM CST</b>
<b>MAIL PROPOSAL TO:</b>	SAVANNAH R3 SCHOOL DISTRICT 408 W. MARKET ST. SAVANNAH, MO 64485

All questions, requests for information or clarification pertaining to this RFP must be submitted in writing to [communications@savannahr3.com](mailto:communications@savannahr3.com)

All supporting RFP documents such as addenda, tabulation sheets, notices of action and/or notice of award will be posted on the District's website at [www.savannahr3.com/page/bid-opportunities](http://www.savannahr3.com/page/bid-opportunities). It is the responsibility of the submitter to monitor the website for all information regarding this RFP or any upcoming bids and proposals.

# VENDOR ACKNOWLEDGEMENT

*A written original signature in ink is required*

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

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

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

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

Company Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ E-mail Address \_\_\_\_\_

Name (Typed or Printed) \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date \_\_\_\_\_

# INTRODUCTION AND RFP INSTRUCTIONS

## **INTRODUCTION:**

Savannah R3 School District (also referred to as “SR3”) will be accepting proposals from qualified vendors for a “Beverage Products” service contract in accordance with applicable state and federal laws governing federally funded child nutrition programs. The purpose is for procurement and distribution of beverage products for use in school meal programs and catering. All products are required to meet the demands of student preferences and will be delivered to each SR3 campus.

Specifications as written meet all entity's admissible specified requirements. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or approved equal" if not inserted shall be implied. The Savannah R3 School District reserves the right to make final decisions on comparable items as approved equals. Items delivered must be exact brand and specification as reviewed and awarded, or must be approved as equal according to the procedures outlined in this proposal.

## **BACKGROUND:**

Savannah R3 School District has an enrollment of approximately 2,300 students. The district operates 8 schools including 4 elementary schools, 1 middle school, 1 high school, and 1 early learning center.

## **PROPOSAL:**

Provide the bid pricing in the Beverage Pricing Worksheet. Please complete the document by filling in all sections as outlined in the guidelines for completion – RFP and Contract Requirements section of this document. Where there is an error in extension of price, the unit price shall govern. Only one quote per item will be accepted on original proposal. Alternate items must be submitted as an attachment. Original signatures are required on the proposal document. Signature pages must be hard copy. **Failure to follow any of these instructions will disqualify offer.**

# RFP SUBMISSION FIRM

*SUBMIT THE FOLLOWING:*

NAME OF VENDOR SUBMITTING RFP: \_\_\_\_\_

SIGNING OFFICER: \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

Our Bottom Line Bid for product is as follows:

Amount: \$ \_\_\_\_\_

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

Pricing Source Used to Establish Fixed Fee: \_\_\_\_\_

Cost Plus Fixed Fee: \_\_\_\_\_

Bid Price will be determined as follows:

Invoice cost of merchandise

+ Freight in (if not included in invoice cost)

- Manufacturer promotional dollars and discounts.

= Actual cost (Vendor's cost)

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

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

\_\_\_\_\_  
**Deviation information must be attached to the bid information or the proposal may be considered non-responsive.**

**Note: Please fill out this sheet in INK.**

**BUY AMERICAN PROVISION:**

The Savannah R3 School District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d)." Substantially means that a minimum of 51% of the final processed food comes from American produced products.

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

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

Reason for exception:

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

**CIVIL RIGHTS/ANTI-DISCRIMINATION:**

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

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

**This institution is an equal opportunity provider.**

**EQUAL EMPLOYMENT OPPORTUNITY:**

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” Savannah R3 School District is an equal opportunity employer.

# PROJECT OVERVIEW

## PROJECT OBJECTIVE:

The Request For Proposal (RFP) is for the purpose of entering into a contract with a vendor who can supply all the beverage products outlined within the Beverage Pricing Worksheet. It is the intent of the District that the Vendor for Beverage Products would be a supplier of beverage products for school concessions, beverage machines, and school food and nutrition operations. The Vendor must reciprocally agree to provide a comprehensive product line to meet the total requirements of the District and minimize the occurrences when the District may have to seek other interim product sources. The determination shall be based on the District's evaluation of submitted proposals. The goal is to craft a one (1)-year contract renewable for three (3) successive one (1)-year terms to address the District's need.

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

The awarded Vendor will be responsible for:

- Offering services described herein at a fixed fee per case for delivered product
- Competitively bidding products on behalf of the District using the District's specifications and distributions/delivery of those products
- Delivering weekly to approximately 5 school sites
- Delivering emergency products as needed
- Delivering product prior to school events for use in concession stands.

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

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

## SCOPE OF SERVICES:

The awarded Vendor for Beverage Products will charge the District a fixed price for products. This fee to the District will include all costs that are associated with the contract. When these products have been awarded and approved by the District, the Vendor will order, receive, and store the products and distribute these products as directed by the District. Purchase orders will be used to facilitate payment.

In accordance with Federal requirements 210.21 Procurement, the school food authority (SR3) must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

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

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

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

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



### **CLARIFICATION OF DEADLINE:**

The Vendor for Beverage Products is presumed to completely accept the RFP requirements. The Vendor must raise any questions regarding the RFP requirements no later than April 25, 2022.

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

### **TIMELINE OF EVENTS:**

Monday, April 11, 2022	Solicitation Release Date
Monday, April 25, 2022	Deadline for Questions/ Alternate Product(s) Request 2:00 PM CST
<b>Monday, May 2, 2022</b>	<b>RFP DUE - 10:00 AM CST</b>
Monday, May 16, 2022	Anticipated Recommendation for Board Approval
Thursday, May 19, 2022	Anticipated BOE Award
Monday, May 23, 2022	Anticipated Vendor Award Notification

### **RFP CONTENTS AND SUBMISSION:**

RFP'S shall include the following information:

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

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

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

### **SPECIAL REQUIREMENTS:**

One original clearly marked "**original**", and two copies clearly marked "**copy**", must be submitted. The complete RFP Response should be sealed in an envelope or box for delivery to the Savannah R3 School District. "Copy" documents must be identical to the original response submitted. The Savannah R3 School District will not be held responsible for pricing sheets or materials left out of "copy" or "original" submittals.

### **ADDENDA:**

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

## EVALUATION:

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

<u>Criteria</u>	<u>Points Possible</u>
Price Evaluation: lowest total extended cost per product	40
Service: ability to supply all items as specified	30
Administrative Requirements: ability to supply reports as specified	10
PTI/Traceability: System information/ documentation	10
Quality Assurance System: Information/ documentation	5
<u>HACCP Program: Information/ documentation</u>	<u>5</u>
Total Points	100

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

## SUPPLEMENTAL MATERIALS:

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

## CONTRACT TERM:

The initial awarded contract period shall be **July 1, 2022, to June 30, 2023**. This awarded contract may be renewed unto three additional one-year terms by mutual agreement of SR3 and the selected Vendor.

Initial Year:	July 1, 2022 to June 30, 2023
Option Year 1:	July 1, 2023 to June 30, 2024
Option Year 2:	July 1, 2024 to June 30, 2025
Option Year 3:	July 1, 2025 to June 30, 2026

At the District's option, there may be an additional 90-day transitional period added to the end of the initial term or any renewal term. The Agreement prices, terms and conditions are to remain in force during the transitional period. Should the Agreement with the Vendor terminate during the initial or any renewal term for any reason, the District reserves the right to have the same transitional period, prices, terms, conditions as if the Agreement terminated at the expiration of that term.

Prices for all items included in this bid may be adjusted annually based upon the percent changes (whether up or down) of the Consumer Price Index (CPI) data published by the Bureau of Labor Statistics (BLS) found at <https://www.bls.gov/cpi/>. **If Savannah R3 School District does not receive price adjustment information by May 1<sup>st</sup> of each renewable year, then it is understood that the current year's pricing will remain in effect for the following calendar year.** The awarded contract will not automatically renew but will be based upon continuation being in the best interest of the District. Vendor will be evaluated at the end of

the contract period on their ability to fulfill all requirements as stated in this RFP. The Savannah R3 School District may terminate the contract at the end of each contract period by providing written notice to the supplier on or before June 30<sup>th</sup>. Written notice of termination may also be initiated at any time by either party for failure to uphold the terms of the contract. The transfer or assignment of this contract is prohibited.

#### **TERMINATION:**

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

#### **RFP OPENING:**

The RFP Response Form and any modifications shall be returned in a sealed envelope addressed to the Savannah R3 School District Office located at 408 W. Market Street, Savannah, MO 64485. **The RFP must be labeled with the vendor's name and "Beverage Bid"**. Facsimile telegraph RFP's will not be considered. RFPs may be modified if sent in a sealed envelope, marked as "Revised RFP", and be in the possession of the District by the RFP opening date and time. All prospective submitters will utilize the attached RFP form.

#### **RFP REJECTION:**

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

#### **ACCEPTANCE OF RFP:**

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

#### **LATE RFP:**

RFP's received after the date and time of the RFP opening stated herein shall not be considered.

#### **MISTAKE IN RFP:**

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

#### **NEGOTIATION:**

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

**AWARD OF THE CONTRACT:**

After the RFPs have been opened and duly considered, the lowest and/or best RFP shall be submitted to the Savannah R3 Board of Education for formal approval. After approval by the District Board of Education, the Board Secretary will notify, in writing, the successful Vendor. An approved RFP award by the Board of Education shall constitute the District's official award of the RFP. A written contract, or purchase order, noting the terms and conditions of this RFP will be executed before "Notice to Proceed" is given. **Vendors with standardized contracts should submit them with the RFP Response.**

**FIXED FEES:**

Approved fixed fees shall be added to product costs to determine the selling prices of products delivered to schools. The fees shall include all services related to purchasing, storing, and delivering items covered by the contract, as well as other indirect and overhead costs, including profit and risk. Fixed fees are not subject to change during the RFP period. The only time the fixed fee add-on will be evaluated for adjustment is during negotiations to exercise the option to extend the agreement another year.

**BID TERMS:**

- A. Bidding requires firm annual pricing for products specified.
- B. Cost plus fixed fee is the maximum mark up for items where no bid allowance is available.
- C. Midterm cost adjustment: There will be an opportunity for a midterm cost adjustment on all products with proof of supplier increase of 5% or greater only. All proposed price adjustments must be received by SR3 no later than December 1, 2022. Approved price increases will go into effect for products ordered on or after January 1, 2023. Price adjustment requests must state the proposed new price and include a copy of the supplier's old and new price list. Price decreases will not require approval, and the district should receive a voluntary reduction in pricing by the vendor. SR3 reserves the right to solicit other sources for items when increases are proposed, and may change the source of supply if the proposed pricing seems unjustified.

**NON-EXCLUSIVITY:**

This RFP does not imply the successful vendor for beverage products will have an exclusive contract with the Savannah R3 School District. SR3 Nutrition Services reserves the right to purchase beverage products elsewhere without violating the rights of the successful submitter.

**ORDERING:**

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

**DELIVERY TIMES AND PLACES:**

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

Delivery Schedule: The successful vendor shall submit delivery schedules to the school district for approval. This schedule shall remain constant from week to week. Deliveries shall be made in accordance with the frequency and hours designated in RFP and Contract Requirements Section. All deliveries must be completed by 10:00 am to avoid lunch meal service. When holidays or closed days fall on a scheduled delivery day, deliveries shall be made on the next school day unless otherwise instructed but the school administration.

If delivery is delayed, Savannah R3 must be notified as soon as possible. Delayed is defined as more than one hour passed the delivery window. If an order is delivered late, the vendor may be expected to reimburse the district for any overtime pay incurred by district personnel receiving the delivery.

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

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

The vendor shall make all deliveries in such a manner that will reduce shifting cases on the delivery truck, and thereby minimize crushed or damaged cases/products. Signage with the vendor's name shall be prominently displayed on delivery vehicles the vendor utilizes to conduct business on the district's school campuses.

Drivers and helpers shall deliver merchandise into designated storage areas (dry, chilled) at each school accompanied by a designated school employee.

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

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

All vendor employees shall bear and be able to present proper identification upon request. The vendor's delivery personnel shall be well groomed, and at all times, wearing a vendor uniform that denotes the vendor and employee's name. Delivery personnel shall not smoke, vape, or use tobacco on school campuses and must not remain on school property for scheduled break periods. Delivery personnel will be required to follow all security protocols established by the district. The vendor will be responsible for damage (other than normal wear and tear) to buildings, poles, walls, and docks.

Delivery Failure: The expectation is that the vendor guarantees delivery on the days designated. If the vendor fails to deliver an order, the district will be notified immediately in order to make corrective actions, such as making a special delivery to the district, arranging for delivery by an alternate supplier, or by making other satisfactory arrangements. The vendor shall be responsible for any cost difference between the price of the

originally ordered products and those of an alternate supplier, should the vendor be unable to respite any delivery issues internally.

#### **ITEM SUBSTITUTIONS AND SHORTAGES:**

The Vendor shall accommodate all orders. Vendor must have items stocked and available to fill orders beginning the first week of August for the school year. Specified products awarded must be the product delivered. No unauthorized substitutions will be accepted. Approved substitutions will be calculated as shortages. The District shall work closely with the Vendor by providing schedules, forecasted usage, and/or any other information pertaining to its ongoing and changing needs to help keep shortages to a minimum.

The District must be notified prior to delivery of any shortages that will occur either through the on-line order system confirmation or other form of communication. The Vendor will have a designated contact for weekly monitoring of substitutions and/or shortages. **Substitutions may be made only upon prior approval of the District.** The decision on substitutions will be made by the District, based on cost, intended use for the menu, and customer acceptance. Substituted products must be equal to or superior to the item bid and shipped at no more than the original item cost. If the substituted item cost is less than the original item cost, the lower cost shall prevail. If the bid item is a house brand, the district must be notified when the packer of the house brand changes. A monthly report of all substitutions and the corresponding price charged must be provided.

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

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

#### **FOOD AND SAFETY RECALLS:**

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

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

#### **HACCP (HAZARD ANALYSIS & CRITICAL CONTROL POINTS)**

Vendor must provide documentation of their HACCP program in place. This shall be submitted as part of the vendor's proposal. Any changes to the vendor's HACCP plan shall be communicated to the district upon implementation of changes.

#### **PRODUCTS:**

The District requires that the Vendor for Beverage Products have an effective quality/control assurance program in place with well-established procedures that are followed to ensure a quality Beverage Products Program.

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

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

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

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

#### **NEW BID ITEMS AND MARKET CONDITIONS:**

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

#### **BILLING:**

- A. The Vendor shall enclose a complete invoice with items to be delivered that is checked by receiving site prior to the Vendor driver leaving the premises. The invoice shall include, at a minimum, the following information: customer site name; date of order; date of delivery; a complete listing of items being delivered with product item number; units, price per unit, and extended price; product origination.
- B. Vendor shall submit statements and claims monthly on mutually agreed upon dates to the District. Each statement shall include a summary of delivery tickets (invoiced) for the period. Each ticket shall be listed in numerical sequence and show the total charge. Statements may be submitted more often than monthly with the mutual agreement of both parties. Payment terms are net twenty (20) days after the last day of the month.
- C. Credits for incorrectly priced items or returned product should be issued within 30 days and must be accompanied by printed documentation.

#### **SALES TAX EXEMPT:**

The Savannah R3 School District of Savannah, Missouri, is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144,040 and 144,615 RSMO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.

## **SUBMITTER QUALIFICATIONS:**

Before any RFP can be accepted, a Submitter must be deemed qualified in the judgment of SR3 officials to perform as required herein. A RFP may be rejected if a Vendor fails to meet any of the following qualifications:

### **A. ACCOUNTING PRACTICES**

Successful Vendor must clearly demonstrate to the District officials the capability to provide accurate, reliable and timely reports, in terms of invoices, statements, rebates, credits and utilization reports. Moreover, Vendor must demonstrate the capability to spontaneously provide data for periodic review of prices by SR3.

### **B. CAPACITY**

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

### **C. TECHNICAL SUPPORT**

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

### **D. FACILITIES AND EQUIPMENT**

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

### **E. PRODUCT LINE**

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

### **F. RELIABILITY**

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

### **G. SANITATION REQUIREMENTS**

Facilities and operating practices must be continuously in compliance with the U.S. Food, Drug, and Cosmetic Act and State and local laws and regulations.

### **H. REPORTS**

The Vendor will have the capability to provide aggregate reports upon request from District to include dollar volume for the month or YTD usage figures, descending dollar reports, and monthly performance reports.

### **I. SALES ACCOUNT REPRESENTATIVE**

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

### **J. WORK STOPPAGES**



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

**STANDARD CONTRACT CONDITIONS:**

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

**STANDARD PRODUCT CONDITIONS:**

- A. All products shall conform to the minimum requirements of Federal and State regulations. Those requirements shall include but not be limited to weights, measures, full containers, drained weights, and contamination.
- B. All products shall conform to standard guarantee requirements with respect to HACCP safety standards, and the supplier agrees to hold the buyer harmless in the event of product failures.
- C. If a product recall is instituted on an item that has been furnished and delivered to SR3, the Vendor will immediately notify both verbally and in writing SR3 with all pertinent information of recall. Vendor will be responsible for all cost associated with replacement product, shipping charges, and/or product credit. SR3 will make final decision whether product needs to be credited or replaced.

D. All products should arrive in an unopened original container.

## **RIGHTS AND REMEDIES**

- A. In addition to other rights and remedies, SR3 reserves the right to cancel the entire contract with any Vendor who fails to perform in any manner or in accordance with the proposal as offered to and accepted by SR3.
- B. All product(s) are subject to inspection and return, at the expense of the Vendor, if found to be non-conforming to the proposal award. If product(s) are non-conforming in any respect (quantity, quality, or packaging) the participants have the right to reject shipment without liability. If the District is not able to inspect the product(s) at the time of delivery, the district reserves the right to inspect and approve the products within a reasonable amount of time after delivery. Prospective Vendors must prove beyond any doubt to SR3 that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed. SR3 is not responsible for items purchased by Vendor(s) in anticipation of award.
- C. Successful Vendor should immediately notify SR3 of its inability to perform in a timely manner. The District will notify participants of any authorized substitutions or late deliveries caused by manufacturing delays, etc.

## **RFP and Contract Requirements**

### **A. TYPE OF CONTRACT**

Annual reimbursement cost plus fixed fee for services

### **B. INSTRUCTIONS FOR COMPLETING PRODUCT SPECIFICATIONS BID BOOK:**

**SR3 PRODUCT CODE** – Item code used for SR3 tracking/ordering

**VENDOR PRODUCT CODE** – Code vendor uses to identify product

**ITEM DESCRIPTION** – Identifies and lists the food item specifications

**UNIT SIZE** – Identifies size of units in case

**UNITS PER CASE UNIT** – Number of units in each case

**VENDOR COST** – This is the cost to the vendor

**ALLOWANCE** – Any allowances off of the case cost

**FEE** – Any applicable fees to the case cost

**BID CASE COST** – This is the cost per case SR3 will pay

**ESTIMATED QUANTITY (CASES)** – Cases purchased based on historical data provided by SR3.

**EXTENDED COST** – Price per package multiplied by quantities noted in “Estimated Usage”.

Total of “Extended Cost” column equals a Bottom Line Bid cost.

**COMPLIES W/BUY AMERICAN PROVISION** – Verification of Buy American compliance.

### **C. BID DISCLOSURE**

Only bottom line numbers as recorded on the RFP submission form will be read at the RFP opening. All vendors are to provide for the opening: signed vendor acknowledgement, signed required forms and beverage pricing worksheet.

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

#### D. DEFINITION OF COST PRICES

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

#### E. FIXED FEES

Fixed fees are **not** subject to change during the RFP period. The only time the fixed fee add-on will be evaluated for adjustment is during negotiations to exercise the option to extend the agreement for another year.

#### F. AUDITS

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

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

#### G. PRODUCT CODES

Contract vendors shall designate items by product codes on invoices (delivery tickets).

#### H. SPECIFICATION PORTFOLIO

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

#### I. BUYER-DISTRIBUTION RELATIONSHIP

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

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

## J. DELIVERY SITES

Request all deliveries be completed by 10 am to avoid conflict with lunch service.

Building	Number of Machines	Location of Machines	Other
Savannah High School 701 State Rt E Savannah, MO 64485 PH: 816-324-3128	5 machines 6 coolers	3 machines in cafeteria 1 machine in teacher workroom 1 machine near science wing exit 2 coolers in indoor concession stand 4 coolers in stadium concession stand	Delivery of product prior to home games and events. Schedule provided to award winner.
Savannah Middle School 10500 State Rt. T Savannah, MO 64485 PH: 816-324-3126	2 machines 4 coolers	1 machine in gym 1 machine in teacher workroom 1 cooler in indoor concession stand 2 coolers in stadium concession stand 1 cooler in kitchen side line	Delivery of product prior to home games and events. Schedule provided to award winner.
Minnie Cline Elementary 808 W. Price Savannah, MO 64485 PH: 816-324-3915	1 machine	1 machine in teacher workroom	
John Glenn Elementary 12401 Co Rd 438 St. Joseph, MO 64505 PH: 816-279-4533	1 machine	1 machine in teacher workroom	
SR3 District Office 408 West Market St. Savannah, MO 64485 PH: 816-324-3144	1 cooler	1 cooler in the kitchen	
<b>Buildings within the district who do not currently have beverage machines</b>			
Early Learning Center 703 W. Chestnut St. Savannah, MO 64485 PH: 816-341-0174	No machines		
Amazonia Elementary 845 6th St. Amazonia, MO 64421 PH: 816-475-2161	No machines		
Helena Elementary 21080 Osage St. Helena, MO 64459 PH: 816-369-2865	No machines		

## VENDOR EXPERIENCE

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

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

Licenses currently valid in force: \_\_\_\_\_

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

### 7. REFERENCES

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

#### Reference # 1

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

**Reference # 2**

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

**Reference # 3**

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

## FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

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

By: \_\_\_\_\_(signature)

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_(company name)

# FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

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

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

FURTHER AFFIANT SAYETH NOT.

By: \_\_\_\_\_ (individual signature)

For \_\_\_\_\_ (company name)

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

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

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:



## FELONY CONVICTION NOTIFICATION FORM

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

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

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

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

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

Vendor Address: \_\_\_\_\_

Vendor E-mail Address: \_\_\_\_\_

Vendor Telephone: Fax Number: \_\_\_\_\_

Authorized Company Official's Name: \_\_\_\_\_(Printed)

Signature of Company Official: \_\_\_\_\_

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

# Company W-9

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

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

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-				-	
<b>or</b>									
<b>Employer identification number</b>									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<b>Signature of U.S. person ▶</b>	<b>Date ▶</b>
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## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

## NO RFP RESPONSE FORM

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

RFP NUMBER: REQUEST FOR PROPOSAL (RFP) FOR BEVERAGE PRODUCTS – RFP 013-018

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

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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

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

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

COMMENTS:

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

Submitted By: \_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title/Department

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date