

Garden City Child Nutrition and Wellness Department Request for Proposal
1205 Fleming
Garden City, KS 67846
620-805-7080

Sealed Bid due Friday, June 16, 2023 @ 10:00 AM

Description of Proposal

Items:	Commercial Prepared Pizza
Type of contract:	Firm fixed line item (annual)
Period:	Effective July 1, 2023– June 30, 2024
Mail or Deliver bids to:	Garden City School District Child Nutrition and Wellness Dept. 1205 Fleming Garden City, KS 67846
Contact:	All questions concerning this invitation to bid, should be submitted in writing to Tracy Johnson, Director at trjohnson@gckschools.com
Bid Timeline:	Solicitation Release Date – May 16, 2023 Clarification Deadline – May 30, 2023 RFP Opening – June 16, 2023 Evaluation Period – June 19-22, 2023 Award Notification – June 23, 2023

Garden City School District will be accepting proposal for the purchase of commercially prepared pizza. Only proposals received by the date and time specified above will be considered. Bidders are invited to be present at the opening of the proposals to be held at Child Nutrition and Wellness Office, 1205 Fleming, Garden City, KS 67846, on the date and time above.

Specifications as written meet all entity's admissible specified requirements. The delivered pizzas must meet the USDA NSLP (National School Lunch Program) Nutritional Standards and have a current NSLP Formulation documentation.

Proposal: Sealed proposals shall be filed no later than 10:00 AM, Friday, June 16, 2023. Proposals must be sent in an enclosed envelope with the return label provided affixed to the outside. No faxed or e-mail bids will be accepted. It is the bidder's responsibility to assure receipt of the bid.

Only one quote per item will be accepted on original proposal. Original signatures are required on the proposal document. Signature pages must be hard copy.

Clarification Deadline: The bidder is expected to completely accept the bid requirements. The bidder must raise any questions regarding the bid requirements no later than May 30, 3:00 pm.

SCHOOL FOOD SERVICE
Commercial Pizza
PROPOSAL

TO

USD 457, Garden City Public Schools

Due: 06/16/2023

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.

Having carefully examined the Request for Proposal, proposal terms and conditions, specifications and proposal bid sheet, the undersigned hereby proposes and agrees to furnish food and nonfood items in strict compliance with the specifications and conditions contained in this document for the period of July 1, 2023– June 30, 2024

Company Name:

Address: _____ City _____ State ____ Zip Code

Telephone: _____ E-Mail:

Name of Authorized Representative/Title (Typed or Printed):

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Signature of Authorized Representative:

Date: _____

K-12 Specialist Assigned to School

Title

Phone Number

**USD 457 Garden City Public School District
Commercial Pizza for School Year 2023 - 2024
Pricing Worksheet**

Contract Type: *Firm Pricing Only*

NSLP Formulation* *Described in #16 in Special Bid & Contract Requirements*

1- Topping, large (cheese, peperoni, beef and vegetable) Price Per Pizza

Estimated quantities for each school are listed below. USD 457 reserves the right to adjust quantities throughout the 2023 - 2024 school year.

School	Address	Est Pizzas per week
Garden City High School	2720 Buffalo Way	120
		Est Pizzas once a Semester
Horace Good Middle School	1412 Main St	80
Garden City Achieve	1312 N 7th	15
Kenneth Henderson Middle School	2406 Fleming	45
Bernadine Sitts Intermediate Center	2101 N Belmont	55
Charles O Stones Intermediate Center	401 N Jennie Barker Rd	50
Abe Hubert Elementary	2105 A Street	35
Alta Brown Elementary	408 Hudson	45
Buffalo Jones Elementary	708 N Taylor	30
Edith Scheuerman Elementary	1901 Wilcox	20
Florence Wilson Elementary	1709 Labrador	40
Gertrude Walker Elementary	805 West Fair	20
Georgia Mathews Elementary	111 Johnson	20
Jennie Barker Elementary	5585 N. Jennie Barker Rd	20
Jennie Wilson Elementary	1401 Harding	30
Plymell Elementary	20 W. Plymell Road	20
Victor Ornelas Elementary	3401 E Spruce	50

RFP IDENTIFICATION LABEL

Notice to all Respondents

For your convenience, the label below has been provided to properly identify your proposal submittal. Place your proposal in sealed envelope, type or print company name and address in area provided below and affix the label on the outer surface of the envelope or package.

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

DO NOT OPEN – SEALED RFP – DO NOT OPEN

TITLE: Commercial Pizza Proposal

PROPOSAL TO BE OPENED ON : June 16, 2023 @ 10:00 AM

FROM:

DELIVER TO:

**Garden City Public School District
Child Nutrition and Wellness Department
1205 Fleming
Garden City, KS 67846
Attn: Tracy Johnson**

GENERAL BID AND CONTRACT REQUIREMENTS SCOPE

- 1. Delivery of Bids:** Sealed bids will be accepted at the location on the date and hour shown on cover page, Request for Proposal, at which time the bids will be publicly opened.
- 2. Correction of Mistakes on the Bid Form:** Erasures or the use of typewriter correction fluid on bid forms are not acceptable and may result in the rejection of the bid. Prior to submission or openings, errors may be crossed out, corrections entered, and initialed by the person signing the bid. No bids shall be altered or amended after the specified time for opening.
- 3. Quantities:** It shall be understood by all parties concerned that any contract established as a result of this invitation will not obligate the School District to receive any quantity in excess of actual requirements. While the quantities shown are estimates for bidding purposes, they do result from actual historic tabulation. School District authorities will make reasonable effort utilize projected supplies of formula items, which may not have a market elsewhere. USD 457 Garden City Public Schools makes no guarantee as to quantities and retains the right to adjust quantities based upon actual usage during the contract period. Quantity requirements for items with volatile prices shall be projected as far in advance as practical, usually with a lead-time of two to four weeks in advance of usage. Distributors are required to bid and deliver all items listed, as well as items, which may be added later. Any questions concerning a distributor's capability to bid or deliver an item must be reviewed with School District authorities one week prior to bid opening.
- 4. Product Specifications:** Bidders shall supply all requested nutritional information for items with bid packet submission for review by the School District. ***This information should be supplied in digital format on a USB flash drive.*** Email transmission of the product specifications is not permitted.
- 5. Review of Proposals:** After the public opening of proposals, the School District will review proposals, line by line, is to assess the fairness of the bid to suppliers and the School District alike.
- 6. Award of Proposal:** The award shall be made to the Bidder who receives the most points based upon the criteria listed in #8 Evaluation of Bid. By submitting a bid, the Bidder signifies that they understand and accept the criteria upon which their proposal will be evaluated and the sole discretion of district's evaluators to determine ranking in these categories. Award for this contract will not be based solely on the lowest cost bid. The School District reserves the right to reject any or all proposals, in whole or in part, and to waive technicalities whenever it is deemed to be in the best interest of the School District. The School District may, notwithstanding the terms herein, negotiate the terms of a response to this Request for Proposal.
- 7. Bid Disclosure:** Bidder understands that the School District is subject to the Kansas Open Record, Act, K.S.A 45-215 et seq., as amended, and that any proposals made in response to this Bid may be

disclosed as required, in the sole opinion of the School District, by the act or other applicable law or judicial order. The School District assumes no responsibility for such disclosure and will not held liable for any damage or injury that may result from any disclosure that may occur. The Bidder agrees to assume and pay for all costs incurred by the School District, including attorney's fees, if the Bidder requests the School District to resist disclosure of material provided to the School District by the Bidder.

SPECIAL BID AND CONTRACT REQUIREMENTS

1. **Type of Contract:** Pizza – Firm Pricing Only. ***Award is based #8 of General Bid and Contract Requirements.***
2. **Prices:** Bidders shall enter all pricing data in the designated columns on the provided bid worksheet. This data shall include Brand Name/Product Number, Cost per Unit and Projected Annual Cost. All freight costs must be included in final pricing. No sales tax due to tax-exempt status of the School District.
3. **Contract Period:** This contract shall be in effect for the 2023-2024 school year running from July 1, 2023 through July 30, 2024.
4. **Ordering:** A schedule of orders will be provided to the vender by August 1, 2023 for first semester and by December 1, 2023 for second semester. Orders will be confirmed by the district office at least one day prior to delivery.
5. **Order Size:** There shall be no extra charge to the School District for any delivery made directly to a school, regardless of case count or dollar value of the order. There also shall not be an extra charge for any delivery made outside the specified schedule. The School District will monitor any chronic deterioration in the order delivery schedule and act upon the problem. The School District will exercise reasonable judgment when placing small orders and will make every attempt to place correct orders each time.
6. **Cost of Items:** The fee structure established with the initial bid may not change during the life of the entire contract. The fee structure shall be constant on all products purchased through this agreement.
7. **Substitutions or Shortages:** The Bidder's account representative shall contact the Nutrition Services designated contact by 12:00 noon the weekday prior to delivery to discuss any shortages on the next day's delivery and any substitutions that need to be made. Substitutions will not be made without the School District's prior approval. Substitutions will lower the fill rate as noted below. If a substitute is necessary, the substituted item shall be priced the same unit price as the original item ordered, i.e. case, pound, or piece. If the substituted item cost less the fixed fee will be added to the cost of the less expensive substitute.

8. **Delivery Methods:** The prices quoted shall be for the frequency and location of deliveries to all schools in the School District. A list of schools with addresses is provided with this proposal packet on the pricing worksheet.

All drop sites require deliveries nine months per year. Some drop sites, however, may require deliveries for summer feeding programs in which case this contract shall include such deliveries.

Deliveries will be made as scheduled. Deliveries schedule and times will be determined by the School District.

9. **Damaged and/or Late Deliveries:** The School District has no obligation to accept damaged shipments and reserves the right to return at the Bidder's expense damaged merchandise even though the damage was not apparent or discovered until after the receipt of the items. When the merchandise is returned a credit will be issued. The Bidder is responsible to notify the Nutrition Services designated contact of any late or delayed shipments.

10. **Delivery Failure:** If the successful Bidder fails to deliver an order, the Bidder will take corrective action either by making a special delivery to the School District or by arranging for delivery by another vendor. The Bidder shall assume any additional costs between the price of the originally ordered items and the price from the alternative vendor. At least a 99% average fill rate for deliveries is expected.

11. **Additional Delivery Requirements.**

- If delivery of product is not delivered within 15 minutes of first lunch period, all remaining pizzas at the end of service will not be charged to the Student Nutrition Department.
- No products shall be placed where they are accessible to animals or other unsanitary conditions including product placement in the delivery vehicle (i.e., the bed of a truck).
- The kitchen manager has the right to refuse any or all pizzas if they do not meet specifications. This could include, but is not limited to, temperature of pizza, overcooked crust, pizza not sliced into equal-sized slices, unsanitary delivery conditions. The number refused will be noted on the delivery ticket.

12. **Emergency Orders and Deliveries:** The Bidder shall be able to respond to emergency deliveries as they arise due to circumstances beyond the School District's control. The School District shall hold these to a minimum.

13. **Buy American Provision:** All items bid must be American. This means the item is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. In this context, "substantially" means that over 51 percent of the final processed product consists of domestically grown agricultural commodities.

Exceptions to Buy American should be used as a last resort; however an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to the School District, a minimum of two days in advance of delivery. The request must include:

- a. Alternative substitute(s) that are domestic and meet the required specifications;
 - i. Price of the domestic food alternative substitute(s); and
 - ii. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
- b. Reason for exception; limited/lack of availability or price
 - i. Price of the domestic food item; and
 - ii. Price of the non-domestic food item that meets the required specification of the domestic product.

14. **Geographic Preference:** Contractors purchasing on behalf of the School District may use geographic preference when purchasing unprocessed locally grown and locally raised agricultural products.

15. **Stock Levels:** The expectation is the Bidder will have stock on hand available to ship when the item is on the School District menu. The School District will provide a calendar of when pizza is scheduled and estimated usage but the Bidder is responsible to forecast correctly so stock is available when it is needed.

16. **Nutritional Information:** The successful Bidder shall supply the School District with printed copies of nutritional analysis and product formulation statements as approved acceptable by the United States Department of Agriculture. Additionally, the successful bidder will comply with the following nutritional criteria:

- a. Pizza must be 14 – 16” in diameter and cut into (8) equal slices.
- b. Meat/Cheese weight must be no less than 2 ounces per pizza slice. Meat or poultry products must have been previously inspected and passed in a cooked or cured ready-to-eat form.
- c. Pizza crust must be at least 2 ounces per slice and in vendor’s medium thickens (or hand-tossed style) formulation.
- d. Additional specifications:
 - i. Product formulation documentation must be supplied and product must meet at least 2 oz meat/meat alternate and 2 oz grain equivalent to be served as a National School Lunch Program reimbursable menu item.

* All above information must be proven with a nutritional analysis and product formulation statement approved by the USDA.

17. **Food Recalls:** It is the responsibility of the Bidder to notify the Director of Nutrition Services by phone call and email within 24 hours of the distributor being notified by the manufacturer of a recall. DO NOT call the individual schools regarding the recall.

The Bidder must provide the Director of Nutrition Services with the specifics of the recall, which item is affected, which lot number is affected and the purchase history of the recalled product to identify the school(s) that received the product and any other pertinent information.

18. **Invoices:** All deliveries shall be accompanied by an itemized invoice signed by the kitchen manager or kitchen manager designee.

19. **Payments:** The successful Bidder shall submit statements for individual schools monthly on mutually agreed upon dates with the Nutrition Services Department. Each statement shall include a summary of

delivery tickets (invoices) for the period. Each ticket shall be listed in numerical sequence and show the total charges. Statements may be submitted more often than monthly but only upon the mutual agreement of both parties.

20. **Termination:** A contract may be terminated by the School District upon thirty (30) days written notice, should the School District determine that it is not in the best interest to continue the contract and/or the Bidder is not performing with the provisions and intent of this agreement.

Upon receipt of the termination notice, the Bidder shall have fourteen (14) days to correct non-compliance issues. If compliance is achieved, the termination notice will be canceled.

In addition, the School District shall have the right to terminate on five (5) days prior written notice if the contract is breached or violated in any way.

This agreement may be terminated by the Bidder with sixty (60) days written notice for failure by the district to comply with contract terms.

21. **Lines of Communication:** The successful Bidder will have an account representative assigned to the School District accounts. The School District would expect to see this account representative on site as needed. Additional responsibilities include:

- a. Timely communication with the Director of Nutrition Services to discuss shortages and needed substitutions.
- b. Communicate to the School District personnel new products available on the market.
- c. Handle the School District's complaints and inquires about various products.
- d. Issue credit memos and arrange for return of unacceptable products.
- e. Resolve any problems with the order/delivery schedule.
- f. Coordinate with the School District any rebate programs.
- g. Conduct research with the Director of Nutrition Services for any product changes to better the School District's needs.
- h. Maintain communication between the accounting department of Bidder and the School District to ensure all invoices are paid and credited properly. If problems arise, address to the satisfaction of the School District and Bidder.
- i. Oversee the operation to help maintain a smooth and efficient relationship between the School District and the Bidder.

22. **Reports:** The Bidder shall provide the following unit and aggregate reports or provide ability for the School District to obtain reports from vendor database:

a. Annual report, listing quantity of each item purchased and the total dollar amounts expended for each items by each food service operation and a summary for each item for all the food service locations.

23. **Quality Assurance:** The successful Bidder shall be expected to provide product specifications and samples as requested by the School District. Product quality testing will be conducted by the School District on an ongoing basis.

24. **Training:** The successful Bidder shall provide initial training to School District personnel to ensure their understanding of the program and the ordering procedures.

25. **Market Information:** The Bidder shall provide the School District with market information relating to product conditions, quality, availability, pricing trends and new products. Where appropriate, the contractor shall make recommendations for changing products to achieve financial savings or higher applicability. The School District's menu shall be available to the Bidder to assist in determining "best use" products and access available inventory.

26. **Toll Free Number:** The successful Bidder shall provide a toll free telephone number for the School District to use in contacting the Bidder's personnel.

27. **Name Branding** All vendors must note that it is the expressed wish of the USD 457 Nutrition Department to market the product from this proposal as a "NAME BRAND" pizza. It is requested that the successful bidder provide promotional material. Promotional material for display in the schools MUST be approved by Tracy Johnson, Director of Nutrition and Wellness Department. Vendor will not engage in competition with the School Lunch Program either directly or through advertising.

28. Additional Product Requirements

a. All products shall conform to the minimum requirements of Federal and State regulations. These requirements shall include, but not are limited to, weights, measures, and fill of containers drained weights and contamination. All products shall conform to standard guarantee requirements with respect to safety, and the supplier by his signature on the bid worksheet, agrees to hold the buyer harmless in the event of product failure.

b. Pizza will be prepared fresh daily and baked immediately prior to delivery. Must be ready to eat with no additional cooking or preparation needed at delivery site.

USDA Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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.

BUY AMERICAN PROVISION

The Garden City School District participates in the National School Lunch Program, School Breakfast Program, After School Snack Program, At Risk Program and Summer Feeding Program. They are required to use the nonprofit Nutrition Services 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)."

Compliance with the Buy American Provision must be documented on the bid sheet as outlined. Any exceptions must be specifically noted and may be rejected at the discretion of Garden City Child Nutrition and Wellness Department (GCCNW).

We require that suppliers certify the percentage of U.S. content in the products supplied to us. "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 the Garden City Public Schools Child Nutrition and Wellness Director, Tracy Johnson, in advance of delivery. The request must include the:

- Alternate substitute(s) that are domestic can 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.

Reasons for exception:

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

BYRD ANTI-LOBBYING AMENDMENT

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents or all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

CHILD SUPPORT CERTIFICATION

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

CLEAN AIR ACT

As required by USDA, the undersigned certifies the following: (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA)

DAVIS BACON ACT

(40 U.S.C. 3141-3148). All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(40 U.S.C. 3701-3708). All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

FELONY NOTIFICATION

The undersigned affirms this company is _____ / is NOT _____ owned or operated by anyone who has been convicted of a felony. Attach explanation of any felony conviction. This statement is not required of a publicly-held corporation.

DEBARMENT AND SUSPENSION

As required by Executive Order 12549, the undersigned certifies the following:

- The bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency according to Executive Order 12549 titled Debarment and Suspension.
- The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted it at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.

INSURANCE AND LICENSURE

The apparent successful proposer may be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. The school system may require the same to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide requested proof, in a form acceptable to the school system, shall be grounds for disqualification of proposal and terminations of contract negotiations.

The school system may require any or all proposers to provide evidence of all necessary, applicable business or professional licenses.

Code of Conduct

Garden City Child Nutrition and Wellness Department will not engage in actions that restrict competition including, but not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business
- Requiring unnecessary experience and excessive bonding
- Conducting noncompetitive pricing practices between firms or between affiliated companies
- Awarding noncompetitive contracts to consultants who are on retainer contracts
- Allowing organizational conflicts of interest
- Specifying a brand name product instead of allowing an equal product to be offered by describing product performance or other relevant requirements
- Engaging in any arbitrary action during the procurement process, such as awarding a contract—without a valid reason—to a vendor that did not rank first (or lowest in price) according to the agency's evaluation criteria when awarding a contract

Furthermore, incentives that may serve to induce or influence an employee of GCCNW engaged in the selection, award, or administration of contracts may be unlawful and will not be accepted. Examples of incentives include, but are not limited to:

- Extra goods or services that were not solicited
- Gifts (such as free merchandise, event tickets, gift cards)
- Money for scholarships
- Cash

Attachments

Certification Regarding Lobbying: Byrde Anti-Lobbying Amendment

Debarment and Suspensions

Vendor Questionnaire

Request for Price Change Form

Request for Substitution Form

Signature and Checklist Page

Certification Regarding Lobbying

Applicable to Contracts Exceeding \$100,000 in Federal funds

Contractors that apply or bid for such an award must file the required certification.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to 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, an employee of a Member of Congress, or any Board Member, officer, or employee of Maize USD 266 in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee Maize USD 266 in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of vendor official

Signature of vendor official

Signature Date

Name/Address of Organization

Name/Title of Submitting Official

Debarment and Suspension Form

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name

Date

Name and Title of Authorized Representative

Signature of Authorized Representative

USD 457 Garden City Child Nutrition and Wellness
Request for Proposals
Vendor Questionnaire

1. Explain the customer’s process for procuring special order items including the required lead-time.

2. What is the vendor’s minimum case size or amount for delivery

3. What is the vendor’s days of delivery to Garden City? Between what times will deliveries be made?

4. Explain the vendor’s key drop procedure including how your drivers will maintain school safety, drover consistency, approximate delivery time, non-delivery days such as holidays, etc.

**USD 457 Garden City Child Nutrition and Wellness
Request for Proposal
Signature Page**

Due: 6/16/2023 by 1:00 PM

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.

Having carefully examined the Request For Proposal, proposal terms and conditions, specifications and proposal bid sheet, the undersigned hereby proposes and agrees to furnish food and nonfood items in strict compliance with the specifications and conditions contained in this document for the period of July 1, 2023– June 30, 2024

Company Name: _____

Address: _____ City _____ State ____ Zip Code _____

Telephone: _____ E-Mail: _____

Name of Authorized Representative/Title (Typed or Printed):

Signature of Authorized Representative: _____

Date: _____

K-12 Specialist Assigned to School : _____

Telephone: _____ E-Mail: _____

Bidder Checklist:

- Signatures & checklist page
- USB flash drive containing case prices on the 2023- 24 USD 457 Bid Specs worksheet
- Vendor Questionnaire page
- HACCP Compliance Documentation
- Signed Certification Regarding Lobbying
- Signed Debarment and Suspension Form