

**REQUEST FOR PROPOSAL (RFP)
FOR PRIME VENDORS**

Date of request: May 20,2022

Completed proposal must be submitted no later than July 1, 2022 by 3:00 P.M. CST
Electronic submission and or written

Proposal issued by:

SFA Name: Tina Byrd NCBG Representative
Street: PO Box 446
City/State/Zip Code: Jasper Arkansas 72641

Contact Person: Tina Byrd
Contact Person Title: Child Nutrition Director
Contact Person Phone Number: 870-446-2223
Contact Person Email: tbyrd@jasper.k12.ar.us

PLEASE READ SOLICITATION CAREFULLY!

REQUEST FOR BID (RFB) FOR PRIME VENDOR

The North Central Buying Group Procurement Plan provides for free and open competition, transparency in transactions, comparability, and documentation of all procurement activities. This a consolidated bidding arrangement between Quitman, Ozark Mountain, Valley Springs, Clinton, Jasper, Green Forest, Pottsville, Wonderview, Shirley, Deer/Mt. Judea, Alpena, OOI Head Start, Omaha, Lead Hill Public School in Arkansas, through their School Nutrition Program Departments. Service will be provided to 14 school districts and 22 delivery Sites.

PROCEDURAL AND SUBMISSION REQUIREMENTS

Description: NCBG Group representing the aforementioned Schools and School Districts: herein referred to as "School Food Authority" or "SFA" requests proposals in response to this solicitation for the services of a Prime Vendor. "Prime Vendor " also known as a distributor or a commercial food purveyor, who purchases, receives and/or stores commercial food products, related food service goods, and handling of USDA Foods such as brown box and finished end products. The Prime Vendor in turn, sells, delivers, and bills the SFA for the goods and/or services provided. A "Proposer" is a Prime Vendor responding to the RFP with a proposal.

This solicitation is issued with the intent to procure products and related services of a Prime Vendor in accordance with applicable state and federal law governing the federally funded Child Nutrition Programs which collectively refers to the National School Lunch Program (NSLP), the School Breakfast Program (SBP), the Summer Food Service Program for Children (SFSP), and the Child and Adult Care Food Program (CACFP) for the SFA. Net off Invoice (NOI) products and purchasing commercial food products from a Prime Vendor

SFA members of the NCBG will split advertising fees for the Arkansas Democrat Gazette. Also all information for bidding will be left with each Child Nutrition Director for pick up from their respective schools for bidding purposes.

The SFA intends to target 80 percent or more of its purchases through one Proposer acting as a Prime Vendor which will agree to provide all products and services specified in this RFB.

SFA's will sign a MOU with NCBG describing what is expected from both parties.

The SFA will select a winning proposal based on conditions and requirements contained herein to award the contract for the school year (SY) 2022-23, beginning on August 1, 2022 ending July 31, 2023. This awarded contract will have the option for three (3) - one (1) year contract renewals.

Proposal Deadline: July 1, 2022 by 3:00 P.M. CST

Advertising for the NCBG bid will be done through the Arkansas Gazette, advertised at each School Districts website and available for pickup at each District's Director/Manager office.

Proposals will be accepted up to, and no proposal may be withdrawn after, the due date and time for submission. Time is Central Standard Time as indicated on the designated clock at the SFA. Proposals that arrive after the required time will not be considered. It is the responsibility of the Proposer to ensure that the proposal arrives at the required location by the required time. Submitted proposal shall remain valid for thirty (30) days from the proposal deadline.

If SFA determines that there is a discrepancy in or omission from this solicitation prior to the proposal deadline, an addendum will be issued to all proposers that have submitted proposals and proposers that have requested a copy of the solicitation.

Communications Inquiries and Delivery proposals to the following location: All communication regarding this solicitation document should be directed to:

NCBG Contact Person: Tina Byrd _____
 Contact Person Title: NCBG Representative _____
 Contact Person Phone Number: 870-446-2223 _____
 Contact Person Email: tbyrd@jasper.k12.ar.us _____

Email is the preferred form of communication.

Note: SFA's email system has a very restrictive security system. SFA will send a "confirmation of receipt" to email senders for all email received as a result of this solicitation. If a confirmation of receipt to your email has not been received within two (2) business days (responses will be posted on a later date), contact the SFA's Contact Person identified in this section of solicitation.

Bid opening date: July 7, 2022 10:00
 __Jasper School District__
 Street: __PO Box 446 / 600 School ST__
 City/State/Zip Code: __Jasper Arkansas 72641__

Submission of Proposals: Proposers will need to sign and complete all sections of this solicitation. Proposers may mail Proposals to the address above by the due date and time as stated in the solicitation. It is the Proposer's responsibility to assure that its Proposal is received by the deadline, no exceptions. Electronic submissions are to be sent to tbyrd@jasper.k12.ar.us. Regardless of submission method, it is the responsibility of the Proposer to confirm and ensure the Proposal was received by Proposal deadline. Late bids shall not be accepted.

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

Proposers which submit bid documents with informalities, errors, or omissions such as but not limited, non-conforming bid security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the Bidder, in the NCBG/SFA's sole discretion, maybe given seventy-two hours from the time of the bid opening in which to provide such information to the NCBG/SFA.

The NCBG/SFA has the right to waive any and all informalities

Vendor notification of award or non-award will be given 30 days after the receiving date of bid

Ethics and Code of Conduct

And Prohibition on Provisions in Solicitation That Unduly Restrict Competition

As required by 2 Code of Federal Regulations parts 2 CFR §200.318 (a) – (c) of General procurement standards.

The SFA follows the Following Ethics and Code of Conduct

As representatives of the school food service department, all employees are expected to conduct themselves in a professional and ethical manner, maintain high standards of integrity, and use good judgment. Employees are expected to be principled in their business interactions and act in good faith with individuals both inside and outside the school food service department.

The following Code of Conduct shall govern the performance, behavior, and actions of the school food service department, including board members, employees, directors, volunteers, or agents who are engaged in any aspect of procurement, including, but not limited to, purchasing goods and services, awarding contracts and grants, or the administration and supervision of contracts.

CODE OF CONDUCT:

- a) No employee, officer, director, volunteer, or agent of the school food service department shall participate in the selection, award, or administration of a contract supported by

federal, state, or local funds if a conflict of interest is real or apparent to a reasonable person.

- b) Conflicts of interest may arise when any employee, officer, director, volunteer, or agent of the school food service department has a financial, family, or any other beneficial interest in the vendor firm selected or considered for an award.
- c) No employee, officer, director, volunteer, or agent of the school food service department shall do business with, award contracts to, or show favoritism toward a member of his/her immediate family, spouse's family, or to any company, vendor, or concern who either employs or has any relationship to a family member; or award a contract which violates the spirit or intent of federal, state, and local procurement laws and policies established to maximize free and open competition among qualified vendors.
- d) The school food service department's employees, officers, directors, volunteers, or agents shall neither solicit nor accept gratuities, gifts, consulting fees, trips, favors, or anything having a monetary value from a vendor, potential vendor, or from the family or employees of a vendor, potential vendor, or bidder; or from any party to a sub agreement or ancillary contract.

Code of Ethics Policy

School nutrition professionals act in a variety of roles related to serving K-12 students meals and snacks in compliance with federal child nutrition programs. It is the policy of the School Nutrition Association that its members uphold the highest standards of professional and ethical behavior as representatives of the profession at large.

School Nutrition Professionals shall:

- A. Make the nutrition and well-being of students the fundamental value of all workplace decision-making.
- B. Act in a kind and respectful manner that is inclusive of **ALL** individual, cultural and ethnic differences.
- C. Conduct all duties with honesty, fairness and impartiality while practicing the highest standards of integrity.
- D. Demonstrate respect, concern, courtesy, and responsiveness in carrying out the mission and responsibilities of the department or organization.
- E. Comply with federal, state and local regulations to maintain child nutrition program integrity.
- F. Protect the safety, health and well-being of the communities and stakeholder groups served.
- G. Refrain from the promotion of, or profit from, any activity in conflict with the mission and policies of the department or organization, as well as in violation of applicable regulations.
- H. Prioritize organizational values over one's personal agenda at all times.

I. Exercise discretion, sensitivity and sound judgement in protecting all privileged or confidential matters.

J. Refrain from acts of discrimination and harassment against other individuals.

K. Be accountable for one's own actions and behaviors.

Disciplinary Action. Will be dependent on each School District Board of Education for their own policies for action. Failure of a Contractor's agent to abide by these rules or facilitate a School District employee with the opportunity to not abide by these rules by actively participating in a breach of one or more of the rules hereby established may result in termination of the contract.

Product List: Product list is attached hereto as "PRIME VENDOR PRICING FORM". Proposers are required to submit pricing for all products listed. Proposers will need to complete, sign, and return this "PRIME VENDOR PRICING FORM" along with the "PROPOSER CONTACT INFORMATION" along with all other required documents to be considered a responsive proposal.

SCOPE AND PURPOSE

Scope: The purpose of this solicitation is to solicit proposals and award a contract to a Prime Vendor for products and services described herein.

Amendments and Modifications: The SFA reserves the right to modify the awarded contract by mutual agreement between the SFA and selected Prime Vendor, so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by issuance of a written authorized amendment by the SFA.

Additional: A Piggyback agreement between Prime Vendor and the NCBG may be issued in the instance if another School District requests to join if, the Prime Vendor and NCBG agree.

Prime Vendor Agreement: Selected Prime Vendors will need to sign the awarded contract upon notification by SFA. This awarded contract will represent the contractual requirements listed in the RFP, attachments to the RFP, amendments to the RFP, and selected Prime Vendor proposal. Failure to execute the awarded contract will disqualify the winning Proposer and the next most responsible, responsive Proposer with the next highest scoring points will be selected.

Agreement Period: The initial awarded contract period shall be August 1, 2022 to July 30, 2023. Both parties to the awarded contract will agree to enter into this awarded contract for a one-year period with the option to renew the agreement for up to three (3) additional one-year periods by mutual agreement of the SFA and selected Prime Vendor. Renewal shall be based on customer satisfaction with products, service, and price. Within reasonable time a survey will be conducted from all members of the NCBG to determine if a renewed agreement is needed. This can be done through email, zoom, or paper copies.

Fair and Open Competition: This solicitation is intended to promote fair and open competition. If the language, specifications, terms, and conditions or any combination thereof restricts or limits the requirements in this solicitation to a single source, it must be the responsibility of the interested Proposer to notify Tina Byrd, in writing, at tbyrd@jasper.k12.ar.us, so as to be received within five (5) business days after the date the solicitation is issued by the SFA. The solicitation may or may not be changed, but a review of and amendment of such notification will be made prior to the award of contract.

Delivery: Products will be delivered to the SFA at the following address at or before 2:00 p.m. during any weekday, not including holidays.

SFA's are as follows:

NCBG School Districts

School District	Director/Manager	Delivery site(s)	Billing clerk/address
Quitman	Kelly Luster lusterk@quitman.k12.ar.us	Quitman	PO Box 178 Quitman Arkansas
OOI/Head start/EHS/ABC	Krystal Mayes 870-741-9406 kmayes@ozarkopp.org	PO Box 1400 Harrison AR 72641	Ozark Opportunities Krystal Mayes PO Box 1400 Harrison AR 72602
Ozark Mountain	Denise Turney dturney@omsd.k12.ar.us	1. Bruno-Pyatt School 2754 Hwy 125 S. Everton, AR 72633 2. St. Joe School 250 S. Hwy 65 ST Joe. AR 72675	St. Joe School 250 S Hwy 65 St. Joe, AR 72675

			3. Western Grove School 300 School ST. Western Grove AR 72685	
Valley Springs	Diane Young dyoung@valley.k12.ar.us	7349 School ST Valley Springs, AR 72682		PO Box 640 Valley Springs 72682
Clinton	Belinda Murray murrayb@clintonsd.org		1. 852 Yellow Jacket lane Clinton AR 72031	Belinda Murray 765 Yellow Jacket lane Clinton,AR 72031
			2. 439 Yellow Jacket lane Clinton AR 72031	
Green Forest	Shelly Fultz 870-438-5201 sfultz@gf.k12.ar.us	701 School Street, Green Forest AR 72638		Rebecca Stark PO Box 1950 Green Forest, AR 72638
Jasper	Tina Byrd 870-446-2223 tbyrd@jasper.k12.ar.us		1. 600 School ST Jasper AR 72641	Tina Byrd PO Box 446 Jasper AR 72641 tbyrd@jasper.k12.ar.us

2. Kingston
School
220
Madison
2620
Kingston
AR
72752

3. Oark
School
Gen
Delivery
370
Hwy
215
Oark AR
72852

Shirley

Angie Williams
angie.williams@shirley.k12.ar.us
us

154 School Drive
Shirley AR 72153

Accounts Payable 199
School Drive, Shirley
AR 72153

Deer/Mt. Judea

Jennifer Casey 870-428-5433
jcasey@dmj.k12.ar.us

1. PO Box
56 Hwy
15 Deer
AR
72628

Accounts Payable PO
Box 56 Deer, AR
72628

2. PO Box
40 Mt.
Judea
AR
72628

Alpena	Brenda Brock 866-425-7362 bbrock@alpenaleopards.org	300 B South Denver Street Alpena AR 72611	Brenda Brock PO Box 270 Alpena AR 72611
Pottsville	Kathy Cynova 479-968-8625 kathy.cynova@pottsvilleschools.org	1. 87 South B street Pottsvill e Element ary 2. 250 Apache Drive Pottsvill e Jr.High 3. 500 Apache Drive Pottsvill e High	Sue Moore 976 Pine Ridge Road Pottsville AR 72858
Wonderview	Sherrie Ennis sherri.ennis@wonderviewschools.org	2436 Hwy 95 Hattievill e AR 72065	Sherrie Ennis 2436 Hwy 95 Hattievill e AR 72065
Omaha	Tanya Ritchey tanya.ritchey@omaha.k12.ar.us	522 West College St. Omaha AR 72662	Tanya Ritchey 522 West college St. Omaha AR 72662

Lead Hill

Melissa Thompson
mthompson@leadhillschools.net

6966 Melissa Thompson
Milum P.O. Box 20 Lead Hill,
Road AR 72644
Lead
Hill AR
72644

All deliveries to SFA's must be completed by 2:00 unless other arrangements are agreed to by the SFA.

PROPOSER QUALIFICATIONS AND RESPONSIBILITY

Requirements:

1. The SFA is looking for a Prime Vendor to provide the products and services listed in the RFP.
2. If Proposer is unable to provide products or services to the SFA, Proposer must succinctly define what can and cannot be provided including the reason. The SFA will determine if the request is accepted. If the request is denied, the proposal may be rejected.
3. In case of default by the selected Prime Vendor, the SFA, after due notice, may procure the necessary supplies from other sources and hold the selected Prime Vendor responsible for any excess cost, including costs related to procurement (e.g., cost of labor and supplies).
4. Continuous instances of product unavailability may result in termination of the contract and removal of Proposer from the vendor list at the sole discretion of the SFA.
5. All delivery personnel will be identifiable with clothing or badge.
6. Delivery vehicles should be clean and refrigerated foods should be at 41F or below, frozen should be 32F or below
7. Warehouse facilities must maintain appropriate standards of cleanliness, pest control and temperature control in accordance as required by USDA
8. Cleanliness of crates and other shipping containers should be checked for thawing of foods, ice crystals and liquids on the bottoms of cartons, puncture items, swollen sides or ends, flawed seals, seams, dents, rust, outdated expiration dates that are deemed unacceptable and that are out of the safe temperature time zone will be returned at no cost to the SFA.

Discussions/Negotiations: By submission of a proposal, Proposer agrees that during the period following issuance of the proposal and prior to notification of intent and/or award of the contract, Proposer will not discuss this procurement with any party except NCBG and the SFA's. The SFA reserves the right to reject any and all proposals and to cancel this solicitation if it is in the best interest of the SFA. The SFA shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of Proposer's response to this solicitation.

The SFA reserves the right, at any time after opening and prior to award, to request from any Proposer clarification, address technical questions, make site visits, review past performance or to seek or provide other information regarding Proposer's proposal. This process may be used for such purposes as providing an opportunity for Proposer to clarify the proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility of Proposer. The SFA will not consider information

received if the information materially alters the content of the proposal or alters the type of goods and services Proposer is proposing to the SFA. An individual authorized to legally bind Proposer shall sign responses to any request for clarification.

The SFA reserves the right to contact provided references and other references to assist in proposal evaluation, to verify information contained in the proposal, and to discuss Proposer's qualifications including capabilities and performance under other contracts.

Issuance of this RFB in no way constitutes a commitment by the SFA to award any contract or agreement. This RFB is designed to provide the Proposer with the information necessary to prepare a competitive proposal. It is not intended to be comprehensive and each Proposer is responsible for determining all factors necessary for submission of a comprehensive proposal. An RFB may be rejected for various reasons, including but not limited to any one of the following reasons:

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

VENDOR PERFORMANCE

If a product is not a specified item, the following termination procedures and the basis for any settlement for all procurement over \$250,000.00 will take place:

1. All items will be inspected upon arrival at the school. If any articles are found to be defective or otherwise not in conformity with the specification, each School Districts from the North Central Buying Group shall have the right to reject items. It will be the responsibility of the vendor to defray any cost involved in the delivery and return of rejected articles.
2. Failure to deliver within the time specified or within a reasonable time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market to replace the item rejected or not delivered. On all such purchases the Contractor agrees promptly to reimburse schools for excess costs caused by the purchase.

The vendor shall not be entitled to complain that the substitute product could have been purchased at a lower price.

3. Reasons for product rejection may be any one of the following:
 - a. Quality
 - b. Price
 - c. Student Acceptance
 - d. Serviceability of item (damage)
 - e. **Healthy Hunger-Free Kids Act of 2010 (HHFKA)**. The Contractor shall provide products that meet the Public law 111-296, meet grade level caloric, sodium, saturated fat, and trans-fat, whole grain.
 - f. Student preference
4. The contractor shall not assign, sell or subcontract in whole or in part, their right or obligation under this agreement without prior written consent of the North Central Buying Group. Any attempted assignment or sale of the contact without said consent shall be void and of no effect.
5. Any one or a combination of penalties for failure to perform listed as follows may be used:
 - a. Cost adjustment
 - b. Termination of contract
 - c. Suspension from bidding during next bid period

BUYER /CONTRACTOR RELATIONSHIP

Under arrangements of this contract, a contractor is in essence “hired” as a buyer for the school districts. In this respect, it is the contractor’s responsibility to “Look Out” for the interest of the school districts with respect to the following:

- a. Interface with packers on problems relating to product pack and quality
- b. Make purchase of specified items at the lowest price, including freight
- c. Promote the introduction of new items, either by packer or distributor representatives
- d. If products that have a manufacturing certification or CN label do not meet USDA meal requirements, the vendor will be responsible for any and all USDA imposed claims.
- e. If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, interpretation will be provided to said vendor inquiring by any member of the NCBG

BID PREPARATION

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, he/she shall at once request clarification from North Central Buying Group representative Tina Byrd, Jasper School District at (870) 446-2223 tbyrd@jasper.k12.ar.us.

Deliveries are scheduled to begin approximately August 1, 2022 and continue to July 31, 2023. Some sites may require delivery twelve months per year. Weekly or twice a week delivery is necessary in some schools. In the interest of our suppliers and to help with the cost of delivery, we will make every effort to order in such quantities as will be profitable to delivery.

SFA has, to the best of its ability, provided estimates to Proposer for products and related services it intends on ordering. The total purchasing estimates are based on usage from the previous year with the exception of quantities which have been projected higher due to concern about availability of USDA Foods and/or new meal pattern requirements. The SFA will not guarantee any minimum utilization or compensation to be paid to a proposer. All deliveries will be at the expense of the bidder, no fuel charge allowed.

Deliveries shall be made before 2:00. Exceptions to this time frame must be approved on a case by case basis by the School Nutrition Director at each individual School District. Delivery schedules should be submitted to school district officials for prior approval and shall remain constant from delivery to delivery. Deliveries may be permitted during serving periods in rural schools because of the time element involved in reaching schools within scheduled working hours.

The manager/director or designee will check the items delivered against the invoice at the time of delivery with both the manager/director or designee and the driver signing the appropriate forms for shortages and errors, and/or obviously damaged goods. The Child Nutrition Director shall retain the right to reject any or all of a delivery that does not meet product specifications within ten full working days from the delivery date. Rejected items are to be picked up at the supplier's expense and credit memo issued.

Delivery schedules will be altered to meet holiday and inclement weather schedules. Holiday shall be defined as any week that has less than five school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the school district and the successful contractor.

The North Central Buying Group reserves the right to add or delete recipients to this program at the time of bid renewal which is one year specified on page one of this document with the option for Contract Extension or "rollover" if so agreed upon by Prime Vendor and SFA

ADMINISTRATIVE INFORMATION

Competitive Pricing: The pricing is for the SY. Proposer must complete the "PRIME VENDOR PRICING EXCEL". Proposers are encouraged to submit the most competitive pricing possible because SFA will be soliciting multiple proposals from proposers to achieve the lowest possible costs for the specifications and requirements outlined in this solicitation. If for any reason this solicitation has limited Proposer's ability to provide a competitive proposal then contact NCBG Tina Byrd as directed in the cover letter to explain.

PRODUCT REQUIREMENTS

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

1. All food products proposed by Proposer and supplied by selected Prime Vendor will comply with standards of identity, quality, and fill and drained weights as described in relevant federal and state regulations.

2. All foods, especially temperature-controlled foods, will be handled according to the latest federal and state food codes that govern the products.
3. With respect to any products which are misrepresented, the supplier whose name and address appears on the package is the responsible party. The Selected Prime Vendor is expected to take immediate action to correct any situation in which product integrity is violated.
4. In the case of quality disputes, the manufacturer may be required to provide an independent or third party laboratory analysis to justify the grade.
5. Random sampling and testing of products will be performed by the SFA. Should any product fail to meet specification, quality, or condition as awarded, the SFA will require the selected Prime Vendor to remove any such products from all SFA locations, provide full credit for the total value of removed product, and reimburse the SFA for any cost.
6. If product origin is not listed on the case or broken cases, selected Prime Vendor will be required to provide country of origin when the SFA requests the information.

Nutrition Standards in the National School Lunch and School Breakfast Programs: All products shall conform to NSLP, SBP, and other federal and state regulated nutritional programs (including new meal patterns) in which the SFA participates. Selected Prime Vendors will need to work with the SFA to achieve compliance with changes to program standards as they relate to products and services provided by the selected Prime Vendor to the SFA.

All products shall be Zero Trans fat

Monitor procedure

The District will use to monitor vendor costs to ensure accurate amounts charged are compliant with the bid price awarded.

1. The Manager of each campus will have a copy of the bid award
2. Upon delivery, Manager will review each invoice to compare prices charged on invoice with bid prices.
3. If any discrepancy is found, the Manager will make note on invoice and present information to Director of District.

Ordering Procedures:

- Ordering shall be in full-case quantities whenever possible. Broken case orders will be kept to the minimum.
- Orders can be transmitted electronically or by fax as mutually agreed upon by selected Prime Vendor and the SFA.
- Selected Prime Vendors may be required to aid SFA to set-up and utilize existing technology by providing computer software and training for on-line account management.
- Every effort must be made to implement efficient use of current computer technology and Internet capabilities for purchasing.
- Selected Prime Vendor will train selected SFA staff on use of the system at no additional cost to the SFA.
- Sales to any individuals (non-SFA) using the awarded contract are strictly prohibited.
- Sales to SFA's sponsored groups using the awarded contract may be authorized only by the SFA.
- Face to face will be allowed if and when needed for ordering from the SFA to Prime Vendor

Substitutions: All substitution requires the prior approval of the SFA. If the selected Prime Vendor is temporarily out of stock of a particular product, an equal or superior product at an equal or lower price may be delivered as long as prior approval has been received.

STANDARD TERMS AND CONDITIONS

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

Reservation of Rights: The SFA expressly reserves the following:

1. The right to reject all proposals.
2. The right to reject any part of the proposal not meeting the specifications set forth herein.
3. The right to waive any irregularities and technicalities and, at its sole discretion, may request a clarification or other information to evaluate any or all proposals.
4. The right to re-award the solicitation to another Proposer in the event the Proposer to whom a contract is awarded defaults in executing the formal agreement.
5. The right to accept or reject any and all portions thereof, select the next most responsive proposal, or if necessary issue a new solicitation or take other action as the SFA deems appropriate in the best interests of the SFA.

Proposer has the right to withdraw its proposal if SFA changes the type of award as described herein.

Payment Method: Payment will be made directly to a selected Prime Vendor within 30 days of invoice.

Invoicing: The selected Prime Vendor must provide a duplicate delivery invoice at each delivery showing the quantity of products delivered. This invoice must be signed and dated by the food service manager/director/food service worker receiving the products at each delivery.

Taxes: Price quoted shall not include state and federal taxes from which the SFA is exempt. The necessary exemption certificate will be furnished by the SFA upon the Proposer's request.

Fuel charge will not be acceptable

Recordkeeping: Any and all documents, books, records, invoices, and/or quotations of SFA's purchases shall be made available, upon demand, in an easily accessible manner for a period of at least five (5) years from the end of the contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by the SFA, state, and federal representatives and auditors in accordance with federal regulations. Selected Prime Vendors must ensure any such records held by a subcontractor are likewise subject to these provisions.

Access to Records: Access shall be granted by selected Prime Vendor to the SFA, State Agency, USDA, Comptroller General of the United States, or any other duly authorized entity or any of their duly authorized representatives to any books, documents, papers, and records of selected Prime Vendor, which are directly

pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions. The SFA may conduct audits to validate costs and compliance with agreement terms and conditions.

Access from other entities except for those listed above (Access to Records) shall pay \$50.00 for all documents pertaining to the bid NCBG has proposed. Payment will be made to Jasper School District/ Tina Byrd, as such will be deposited in the SFA 8000 account NSLP.

Insurance: Selected Prime Vendor shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance and Property Damage Insurance, Workers Compensation Insurance, Employer's Liability Insurance, and Automobile Liability Insurance.

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

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

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

Procurement Thresholds

Purchasing will be conducted at the most restrictive procurement threshold:

	Federal Procurement Threshold	Arkansas Procurement Threshold	District Purchase threshold
Micro	Less than \$10,000	Less than \$10,000	\$10,000
Small	Less than \$250,000	Less than \$150,000	
Formal	Greater than \$250,000	Greater than \$150,000	

Arkansas Code Ann.6-21-304, as amended by Act 1124 of 2017 requires the Commissioner of Education to adjust the small purchase threshold for bidding amounts under Ark. Code Ann.6-21-304 (a)(1)(A) by the percentage change in the Consumer Price Index for all urban consumers or its successors. This adjustment shall be done by July 1 each year.

- A. Micro purchase procedures in accordance with 2 CFR 200.320(a). This method applies to the purchase of supplies or services when the aggregate dollar amount does not exceed \$10,000. To the extent practicable, purchases must be distributed to qualified suppliers equitably. These purchases may be awarded without soliciting competitive quotes if the entity considers the price to be reasonable.

Category of items to be purchase	Procurement method to be used	Method of Award (line item, bottom line, market basket etc.)	Frequency of Purchase
Food and Non-food supplies (over small purchase threshold)	RFB	Market basket	Annually
Food and Non-food Supplies (under small purchase threshold)	Request for Quote (informal)	Bottom line	Annually
Produce	RFB	Market basket	Annually
Bread/Dairy	RFB	Market basket	Annually
Locally grown produce (limited quantities; address Buy American	RFB	Market basket	Annually
Milk and Dairy Products	RFB	Market basket	Annually

Office Supplies	District contract	Bottom line	Semi-annually
Emergency	Informal	Bottom line	As needed

- B. Small purchase procedures in accordance with 2 CFR 200.320(b). This method applies to the purchase of supplies, services, or other property when the aggregate dollar amount is between \$10,000 and the Arkansas small purchase threshold. Price or rate quotations must be obtained from an adequate number (2+) of qualified sources.

Formal bid procedures will be applied on the basis of:

Because of the potential for purchasing more than \$150,000 it will be the responsibility of the Child Nutrition Director of their own SFA to document the amounts to be purchased so the correct method of procurement will be followed.

Minority and small business owners will be a priority for all including Farm to School and will need to adhere to the same conditions as larger vendors.

The "Buy American Requirement" requires that schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States, purchase to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Please note this rule applies to "Private Labels" as well as other labels.

Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16(d)

Exceptions to the Buy American provision are limited: however, an alternative or exception may be approved upon request.

1. A minimum of **seven** days in advance of delivery. The request must include the following:

Alternative substitute(s) that are domestic and meet the required specifications:

- (a) Price of the domestic food alternative substitute(s) and
- (b) Availability of the domestic alternative substitute(x) in relation to the quantity ordered.

2. Reason for exception: limited/lack of availability or price(include price):

- (a) Price of the domestic food product; and
- (b) Price of the non-domestic product that meets the required specification of the domestic product.

The SFA may document exceptions by maintaining records of communication between them and the food supplier; this may include emails, documentation of telephone communications, etc.

EVALUATION OF PROPOSALS

Evaluation: Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. The SFA evaluation team will review the proposals using the evaluation criteria found in this solicitation. In addition, the evaluation team will conduct a pre-award audit, and check references.

Market Basket Analysis

All products will be listed on solicitation for bid. A set number of items will be used for a Market Basket Analysis Evaluation. The market basket cost analysis method of determining total contract cost by using a representative sample of high-volume items to be purchased. The NCBG determines which of their products represents 75% of the total monetary value of the contract.

Return of Discounts, Credits and Rebates to SFA

1. All discounts, rebates, and applicable credits received by the contractor when purchasing goods on behalf of the SFA must be returned to the SFA's nonprofit school food services account.
2. Any fee charged to the SFA that correlates to the amount of discounts, rebates, and applicable credits that the contractor is required to return to the SFA is an unallowable nonprofit school food service account cost and undermines the intent of the federal regulations referenced above.

A fee structured in this way is clearly intended to return some or all of the discounts, rebates, and applicable credits to the company with whom the SFA has contracted for services rather than to ensure that they accrue to the nonprofit school food service account.

The SFA will evaluate each proposal independent of other proposals. As part of the evaluation process, the SFA may request samples, for example NEW products and any substitutions.

1. Samples requested will be a full or partial case.
2. Samples may be unboxed and unlabeled when requested for testing.
3. Samples for testing may be billed to the party conducting the test, if required.

Product samples required for testing purposes will be requested by the SFA's designated contact person. Product samples are to be delivered to the specified party(s) within 10 (ten) business days of the request to appropriate site(s).

The following criteria will be used in awarding contract/contracts as a result of bids/proposals

1. Price (Quality per price)
2. Product specifications
3. Availability, Value added services and computer capabilities including, menu planning services, on-line ordering systems, product nutritional information and marketing Responsive (the bidder and their offer meet the requirements of the procurement)
4. Responsive, and the ability to meet service characteristics as described

5. Student preference

The contract will be awarded to the bidder following all the specifications terms and conditions of the bid document. Consideration will be given to all bids properly submitted. If a tie bid exists where two or more vendors offer products that meet all specifications, terms and conditions at identical prices, the tie bid will be broken by the following methods, in the order listed:

- Quality of Products
- Distributor experience & qualifications/past performance with the NCBG/Distributor references and/or reputation, Knowledge of K12 requirements Record of Vendor's Past Performance/submittal
- Overall qualifications

The judgment of the North Central Buying Group shall be final.

North Central Buying Group will be responsible for the following:

1. Contracts awarded;
2. Bid tabulation for vendors;
3. Reviewing and documentation of procurement system to ensure compliance;

The North Central Buying Group reserves the right to accept or reject any or all bids in the interest of the Board of Education of each respective School District. The School Food Authority in each School District will be responsible for all contracts awarded. The bid will be awarded after approval by the voting members of the North Central Buying Group. Written award letters will be sent to all vendors within two (2) weeks of the award.

North Central Buying Group Schools reserve the right to purchase milk and bread using their individual school bids. Numbers for carton milk and bread items on this bid reflect the intentions of the school districts who will purchase milk and bread through the North Central Buying Group Bid that you supply.

The Board of Education in each School District reserves the right to cancel or terminate any portion of the bid contract that it deems is in the best interest of their respective school system.

Proposal Protest Procedures If a prospective vendor does not agree with the bid award they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to, Dr. Candra Brasel at candra.brasel@jasper.k12.ar.us representing the North Central Buying Group, and Tina Byrd at tbyrd@jasper.k12.ar.us no later than ten (10) calendar days from the date of the bid award letter being posted. The hearing office will disclose the dispute among the members. The steps for dispute resolution include:

- A. Meeting with the School Nutrition Program Directors participating in the bid, the hearing official and representatives from the disputing party to discuss and resolve the complaint.
- B. A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted in writing to the protester and all parties involved. This decision letter will be mailed to the protester.

- C. All School Districts will be notified that they cannot purchase under this procurement bid until a final decision is rendered.
- D. In the event that purchases must be made for school meals before a final decision is rendered, the emergency purchase procedures established by the school system will be used.
- E. Because of the potential for purchasing more than \$150,000, it will be the responsibility of the Child Nutrition Director of their District or School to document the amounts to be purchased so the correct method of procurement will be followed.

Award and Post Award Information

Award: Contract will be awarded to the most responsive and responsible Proposer scoring the greatest number of points based on criteria described in this solicitation.

Type of Contract: A Fixed Price and Fixed Fee Price with economic adjustment- (including all handling charges) per product will be awarded as a result of this solicitation. With Price adjustment clause **escalation/de-escalation** based on appropriate standard or cost index (Consumer price index, or other as stated in terms and conditions for pricing and price adjustments _Prices shall remain firm for the term of the contract, unless economic adjustments are agreed upon by both parties and based on the most recent published Consumer Price Index at the time of the request. For the purposes of this section, the consumer Price Index as published by the United States Department of Agriculture Economic Research Service will be the benchmark.

Method of Award: Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. The SFA evaluation committee will review the proposals using the evaluation criteria set forth in this solicitation.

Contract Maintenance: The SFA will communicate with selected Prime Vendors, if necessary, to discuss product shortages, delivery times, product quality including other options, billing issues, special orders, and other Prime Vendor issues.

Mutual Agreement Termination: With mutual agreement of both parties to the awarded contract, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed upon date before the end of the contract period without penalty to either party.

Final Payments: Upon any termination of the awarded contract, the SFA will pay for all earned amounts to include a pro-rata portion of monthly amounts for products or services completed up to the effective date of termination. The selected Prime Vendor shall submit all required reports and other information. Required under the circumstances, to rectify the defects in products or performance, prior to termination.

Standard terms and conditions

TERMINATION FOR CONVENIENCE: The School District may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School District. The School District shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Contractor for

compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

TERMINATION FOR CAUSE: If the Contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Contractor violates any terms of this contract, the School District shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

- A. The School District will provide notification of termination for cause in writing. This notice will: (1) specify in reasonable detail the nature of the breach; (2) provide the Contractor with an opportunity to cure, which must be requested in writing no less than 10 days from the date of the Termination Notice; and (3) shall specify the effective date of termination in the event the Contractor fails to correct the breach. The Contractor must present the School District with a written request detailing the efforts it will take to resolve the problem and the time period for such resolution. This opportunity to "cure" shall not apply to circumstances in which the Contractor intentionally withholds its services or otherwise refuses to perform. The School District will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of School District operations. In circumstances where an opportunity to cure is not available, termination will be effective immediately.
- B. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the School District for damages sustained by virtue of any breach of this Contract by the Contractor.

BREACH: A party shall be deemed to have breached the contract if any of the following occurs:

- A. Failure to perform in accordance with any term or provision of the contract.
- B. Partial performance of any term or provision of the contract
- C. Any act prohibited or restricted by the contract, or
- D. Violation of any warranty

CONTRACTOR BREACH: The School District shall notify the Contractor in writing of a breach.

- A. In event of a breach by Contractor, the School District shall have available the remedy of actual damages and any other remedy available at law or equity.
- B. In the event of a breach, the School District may assess liquidated damages.

PARTIAL DEFAULT: In the event of a breach, the School District may declare a partial default.

CONTRACT TERMINATION:

In the event of a breach, the School District may terminate the contract immediately or in stages. The Contractor shall be notified of the termination in writing by the School District. Said notice may specify either that the termination is to be effective immediately, on the date certain in the future, or that the contractor shall cease operations under this contract in stages. In the event of a termination, the School District may withhold any amounts which may be due the Contractor without waiver of any other remedy or damages available to the School District at law or equity.

SCHOOL DISTRICT BREACH:

In the event of a breach of contract by the School District, the Contractor shall notify the School District in writing within 30 days of any breach of contract by the School District. Said notice shall contain a description of the breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the School District's breach. In no event shall any breach on the part of the School District excuse the Contractor from full performance under this contract. In the event of breach by the School District, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the School District written notice and opportunity to cure as described herein operates as a waiver of the School District's breach. Failure by the Contractor to file a claim before the appropriate forum in Arkansas with jurisdiction to hear such a claim within one (1) year of the written notice of breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties that this provision establishes a contractual period of limitations for any claim brought by the Contractor

BYRD ANTI-LOBBYING AMENDMENT Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Buy American: The SFA by participating in the federal school meal programs is required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity produced in the U.S. and a food product processed in the U.S. substantially (at least 51 percent) using agricultural commodities which are produced in the U.S. (7CFR210.21, 220.16). **Selected Prime Vendor shall notify SFA in advance of delivery of any product not compliant with this requirement. Product(s) delivered to the SFA which are not compliant with this requirement will be returned and invoice(s) for those items will not be paid.**

NON-COLLUSION

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

Debarment or Suspension Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM) in accordance with the OMB guidelines

at 2 CFR 180 that implement Executive Orders 12549 (2 CFR Part 1986 Comp, p 189) and 12689 (3 CFR Part 1989 Comp, p 235) Debarment and Suspension. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

BIDDER ASSURANCE AND DISCLOSURE

HACCP REQUIREMENTS The NCBG/SFA expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the bid, the NCBG/SFA may require documentation verifying that a written HACCP plan is followed.

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

Equal Employment Opportunity Statement – In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, nation origin, sex, age, or disability. To file a complaint of discrimination, write USDA Director office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (voice) Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

Labor and Civil Rights Laws Statement – Selected Prime Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with selected Prime Vendor's performance of work under the awarded contract, selected Prime Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Selected Prime Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

Duty to Protect – Jessica Lunsford ACT -Selected Prime Vendor shall not knowingly send any employee, agent or subcontractor personnel who is a registered sex offender or who has been convicted of sexual abuse to SFA's location, building, or SFA's property when students are attending school or a school related activity.

Smoking – Selected Prime Vendor shall comply with all prohibitions on smoking in SFA facilities and grounds pursuant to applicable federal, state, and local laws or policies.

FORCE MAJEURE Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the contractor or the school district.

Clean Air / Clean Water Act Statement – Selected Prime Vendor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Selected Prime Vendor shall report all violations to the SFA and to the relevant federal or state agency as appropriate.

Energy Policy and Conservation Act Statement- compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution control Act as amended.

CIVIL RIGHTS STATEMENT In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

Proposer Contact Information

Piggy Back If agreed among prime vendor and NCBG, Piggy back from other SFA's under same contract.

Davis-Bacon Act The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contract no less than the local prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40

in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

Healthy Hunger-Free Kids Act of 2010 (HHFKA). The Contractor shall provide products that meet the Public Law 111-296, meet grade level caloric, sodium, saturated fat, and trans-fat.

Affordable Care Act. The Contractor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The contractor shall bear services to the CNP Sponsors as required by State and Federal law.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers) The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29C.F.R. part 5). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

HUB-Small Minority, and women's business enterprise The Selected Prime Vendor shall comply with 2 CFR §200.321 contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Compliance with this regulation requires Selected Prime Vendor and SFA to do the following with contracting:

- a) The Selected Prime Vendor and SFA must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- b) Affirmative steps must include:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

THE QUANTITY IS IDENTIFIED AS “ESTIMATED” OR AS “MORE OR LESS”; IT SHALL BE UNDERSTOOD AND AGREED THAT QUANTITIES LISTED IN THE SCHEDULE ARE ESTIMATES ONLY AND MAY BE INCREASED OR DECREASED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT AND THAT THE BOARD/SNP IN ACCEPTING ANY BID OR PORTION THEREOF, CONTRACTS ONLY AND AGREES TO PURCHASE ONLY THE SUPPLIES, EQUIPMENT, AND MATERIALS IN SUCH QUANTITIES AS IT SUBSEQUENTLY ORDERS.

Criteria	Maximum Score
<i>Mandatory Requirements</i>	
Completed Attachment A: Byrd Anti-Lobbying	Mandatory
Completed Attachment B: Non-Collusion	Mandatory
Completed and signed Attachment C: Debarment and Suspension Certificate	Mandatory
Completed and signed Attachment D: Bidder Assurance and Disclosure	Mandatory
Completed and signed Attachment E: Disclosure of Lobbying Activities	Mandatory
Completed and signed Attachment F: Cost Plus Fixed Fee	Mandatory
Completed and signed Attachment G: Proposer Contact Information	Mandatory
Completed and signed Attachment H: HUB	Mandatory
Completed and signed Attachment J: Piggyback	Optional
Packaging and Product Identification	Mandatory
<i>Evaluation Criteria</i>	
Price (Quantity per unit)	30 Points
Product specifications	20 Points
Availability, Value added services and computer capabilities including, menu planning services, on-line	20 Points

ordering systems, product nutritional information and marketing	
Responsive, and the ability to meet service characteristics as described	20 Points
Student preference	10 Points
Total Score	100 Points
Tie Breaker	
Quality of product	20 Points
Distributor experience & qualifications/past performance with the NCBG/Distributor references and/or reputation, Knowledge of K12 requirements	20 Points
Overall qualifications	10 Points
Total	50 Points

The System for Award Management Exclusions (SAM Exclusions) means the list maintained and disseminated by the General Services Administration (GSA) containing the names and other information about persons who are ineligible. SAM Exclusions is a widely available source of the most current information about persons who are excluded or disqualified from covered transactions. The website for SAMS is <http://www.sam.gov>

Non-discrimination Statement: In accordance with Federal civil rights law and United States Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410;

(2) fax: 202-690-7442; or (3) email: program.intake@usda.gov

This institution is an equal opportunity provider.

USDA Civil Rights Assurance Language

FNS 1131) As a condition of receipt of Federal financial assistance, the Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973, the Food Stamp Act of 1977, as amended; all provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15); Department of Justice Enforcement Guidelines (28 CFR Parts 42 and 50.3); and Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, political beliefs, religion or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA. The Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the