

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

Sealed Bid due May 6, 2022 @10:00 AM

Description of Proposal

Items:	Fresh Bread/Bun Products
Type of contract:	Firm fixed line item (annual)
Period:	Effective July 1, 2022– June 30, 2023
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 – April 12, 2022 Clarification Deadline – April 22, 2022 RFP Opening – May 6, 2022 Evaluation Period – May 9 – 13, 2022 Award Notification – May 16, 2022

Garden City School District will be accepting proposal for the purchase of Bread/Bun Products. Only proposals received by the date and time specified 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. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or approved equal" if not inserted shall be implied. The Child Nutrition and Wellness Department reserves the right to make final decisions on comparable items as approved equals. Items delivered must be exact brand and model as reviewed and awarded, or must be approved as equal.

Proposal: Sealed proposals shall be filed no later than 10:00 AM, Friday, May 6 2022. Proposals must include USB Drive with the nutritional and product formulation information of the products along with a printed copy of the RFP and pricing worksheet as presented in this RFP and 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.

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 April 22, 2022, 3:00 pm.

RFP IDENTIFICATION LABEL

Notice to all Respondents

For your convenience, the label below has been provided to properly identify your proposal submittal. Proposal must include USB Drive with product nutritionals/product formulation sheets. 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: Vendor Fresh Bread/Bun Products

PROPOSAL TO BE OPENED ON : May 6, 2022 AT 1:00 pm

FROM:

DELIVER TO:

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

SCHOOL FOOD SERVICE
Fresh Bread/Bun
PROPOSAL

TO

USD 457, Garden City Public Schools

Due:

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, 2022– June 30, 2023

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 _____

Title _____

Phone Number _____

E-Mail _____

**** Return this page with bid packet****

USD 457 Garden City Public Schools
 Bread Products 2022 – 2023
 Pricing Worksheet A

Contract Type: Firm Pricing Only

Item Specification	Est Units Required (Monthly)	Brand and Item Number	Cost/Each	Total Cost
Bread – Whole Grain White 51% or higher whole grain , sliced, enriched, with at least 30 grams weight per slice, 19-20 oz loaf. Fresh never frozen	1400 loaves			
Buns – Hamburger 51% or higher whole grain white, enriched, with at least 62 grams weight per bun (2.0 oz grain equivalent), 8-16 count package. Fresh never frozen	28,000 buns			
Buns – Hot Dog 51% or higher whole grain white, sliced, with at least 62 grams weight per bun (2.0 oz grain equivalent), 8-16 count package. Fresh never frozen	14,000 buns			
English Muffins - sliced 51% or higher whole grain white, sliced, with at least 62 grams weight per bun (2.0 oz grain equivalent), 6 count package. Fresh never frozen	6000 muffins			
Bagels - sliced 51% or higher whole grain white, sliced, with at least 62 grams weight per bun (2.0 oz grain equivalent), 6 count package. Fresh never frozen	6000 bagels			

** Return this page AND nutritional statements/data for additional items with bid packet.

GENERAL BID AND CONTRACT REQUIREMENTS SCOPE

District Overview

The Garden City School District has an enrollment of approximately 7800 students and operates 18 school sites including 1 high school, 2 middle schools, 2 intermediate schools, 11 elementary schools, 1 alternative school and an Early Childhood Center. Delivery drops per week will include one drop to:

School	Address
Garden City High School	2720 Buffalo Way
Horace Good Middle School	1412 Main St
Kenneth Henderson Middle School	2406 Fleming
Bernadine Sitts Intermediate Center	2101 N Belmont
Charles O Stones Intermediate Center	401 N Jennie Barker Rd
Abe Hubert Elementary	2105 A Street
Alta Brown Elementary	408 Hudson
Edith Scheuerman Elementary	1901 Wilcox
Florence Wilson Elementary	1709 Labrador
Gertrude Walker Elementary	805 West Fair
Victor Ornelas Elementary	3401 E Spruce

The goal of this proposal is to receive firm pricing and procure the best items to meet the needs of our district.

Costs on this proposal shall be firm for the entire term, July 1, 2022 through June 30, 2023; however there will be a chance for a midterm cost adjustment with proof of a manufacturer increase of 5% or greater only.

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

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

In evaluating any aspect of the Proposal, the District may consider previous dealings with the Vendors, references from the vendor's customers, inspections of other Supplies or Services provided by the vendors and any other information the District obtains regarding the Vendor, or that the District deems relevant.

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

III. BID TERMS

A. MANDATORY REQUIREMENTS

1. Sealed bids will be accepted at Garden City Child Nutrition and Wellness Office at the place, date and hour shown in Contract Section I, at which time the bids will be publicly opened. ***Bid prices will be tabulated and the lowest bidder on all line items combined will be designated for contract purposes***, provided the firm is on the qualified bid list and subject to a final review and agreement between the two parties (GCCNW and designated distributor). The bid of any low bidder not on the qualified bid list will be subject to approval.
2. Specifications as written meet all entity's admissible requirements. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or approved equal" if not inserted shall be implied. The Garden City Child Nutrition and Wellness (GCCNW) procurement specialist will be the sole judge to determine if product quoted/tested is equal. Items delivered must be exact brand and model as reviewed and awarded, or must be approved as equal according to procedures outlined in this bid.
3. Bidding requires firm annual pricing.
4. Midterm cost adjustment: A midterm cost adjustment with proof of a manufacturer increase of 5% or greater may be requested. All proposed price adjustments with supporting documentation must be received by Garden City Public Schools, Director of Child Nutrition and Wellness, by the first Monday in December of the contract year. Approved price increases will go into effect for products ordered on or after January 1 of the following year. The price adjustment requests must state the proposed new price changes; provide a

copy of the manufacturer's old and new price list and a letter from the manufacturer stating that there are no special prices available. All proposed price adjustments must be approved by the GCCNW in order for any new pricing to take effect. Price decreases will not require any proof from the manufacturer. GCCNW reserves the right to solicit other sources for items when increases are proposed, and may change the source of supply if the proposed pricing seems unjustified.

5. Bidders must provide an on-line order entry and item inquiry website that will enable the District to order food and supplies; to check history of quantities ordered for each item by school; to check current prices; to check nutritional information; and to check pack and special instructions for items via a computer terminal in the Nutrition Services office.
6. Bidder must provide nutritional and allergy information, formulation statements, and CN labels for items on request; PDF file preferred.
7. Bidders must be able to track the usage of items eligible for manufacturer's rebates.
8. Bidders must guarantee that if they do not currently stock the item being awarded that they will begin stocking the item for GCCNW in time for school ordering (July 2022) and as new items are added to the bid going forward.
9. **If quoting an item that is considered "special order", this must be noted on each item as quoted on the bid specifications sheet. If vendor is unable to supply special orders in timely fashion, items will be reassigned.**

B. CORRECTION OR WITHDRAWAL OF BIDS

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by distributors guaranteeing authenticity. Proposals and modifications received after the time set for the opening will be declared late and not eligible for opening and consideration. Late deliveries will be held unopened. Distributors will be advised that their proposal was late and not accepted and will be allowed to pick up their proposal or furnish a "call tag" and have the proposal picked up by a courier. Proposals will remain open and valid for acceptance for a period of 60 days following the proposal opening. GCCNW is not responsible for mail, courier, or other delivery methods, in-transit time or non-delivery.

C. MISTAKES IN BIDS

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

D. QUANTITIES

It shall be understood by all parties concerned that any contract established as a result of this invitation will not obligate the District to receive any quantity in excess of actual requirements. While the quantities shown are classified as estimates for bidding purpose, they do represent actual historic tabulation. GCCNW district authorities will make a reasonable effort to utilize projected supplies of bid items but this does not constitute a guarantee to purchase in excess of requirements.

Distributors are required to bid and deliver all items listed, as well as items which may be added throughout the duration of this contract. Any questions concerning a distributor's capability to bid or deliver an item must be raised with the Garden City Child Nutrition and Wellness director, Tracy Johnson by **April 22, 2022 3:00pm** CST.

Quantities given herein are believed to be correct. GCCNW district members will not make any guarantees to the total amount of product to be purchased. GCCNW will advise distributor of volume increases or decreases as possible when these increases or decreases occur to insure a smooth flow of product and eliminate delivery shortages and distributor overstocks.

E. NEGOTIATION

1. The District reserves the right to award a contract based on the initial Responses received, without engaging in discussions or negotiations. Accordingly, a bidder should submit its initial RFP on the most favorable terms possible to the District. However, should only one RFP be received by the District, the District may, but is not obligated to, conduct negotiations with this bidder whose Response, in the opinion of the District, is competitive or may best meet the needs of the District.
2. The District may, but is not obligated to, seek clarification of a Response submitted by a bidder.
3. If the District chooses to negotiate, negotiation may involve any issue bearing on the initial Response and may take place after submission of Response and before an award is made. The District reserves the right to follow negotiations with a request for submission of a best and final Response.

F. REVIEW AND AWARDING OF BID

After the public opening of bids, the Garden City School District will evaluate each bid based on the criteria outlined in the Scope. Bid requirements are obligatory, and failure to fully comply may deem the proposal unresponsive. The bidder acknowledges the right of GCCNW to reject any deviations or bids as it deems it to be in the best interest of the District and to waive informality or irregularity in any bid received.

USD 457 will honor produce only bids and reserves the right to award the produce bid to more than one vendor based on pricing.

G. LINES OF COMMUNICATIONS

A distributor's customer service contact shall be provided for daily communication with designated GCCNW personnel. When practical, communications between these parties should be conducted primarily via email or written communications.

A distributor representative shall be assigned to GCCNW and establish regular meetings at the GCCNW office to facilitate lines of communication. This representative is responsible to provide the following services to the district:

1. Coordinate credits and returns of any products that are deficient or mispicked items.
2. Coordinate the replacement of critical items that are short on delivery dates by purchasing them from other sources and delivering them to the District.
3. Resolve any issue with the delivery schedule and coordinate alternate delivery dates when the district is closed or during holidays.
4. Coordinate the communication of GCCNW's product requirements for use by the Distributor's buyers, including repeated shortages in supply, increased menu requirements, and special event or holiday pre-order items

5. Educate GCCNW team regarding special programs, promotions, and new product ideas that would be helpful to the district.
6. Introduce and/or conduct samplings of new products to GCCNW.
7. Arrange for samples as requested by GCCNW.
8. Coordinate all special orders, drop deliveries or proprietary orders.
9. Obtain and communicate contract pricing for new products and add new products to the bid listing
10. Provide information on nutritional content and allergens as requested by the district.
11. Coordinate delivery of required and requested reports.
12. Coordinate documentation for all rebates available to the district including velocity reports or other requirements. Provide this documentation weekly or at the least, monthly to the district for submission.
13. Respond to all requests for action and information in a complete and timely manner.

I. REPORTS

1. Bidders must submit a detailed electronic bid document of all proposed items with full item description, pack size and stock numbers with proposal.
2. Usage reports which report item sales and totals for the district, shall be supplied upon request,
3. Monthly rebates shall be provided to GCCNW and submitted on behalf of the district as allowable.
4. By, January 15th of each contract year, the GCCNW must receive a purchased velocity report detailing all purchases. This report must be presented in an electronic format that can be manipulated to meet the needs of the district. The velocity report will reflect the actual purchases from July 1, through December
5. Additional velocity reports may be requested as needed.

J. FOOD SAFETY

A Performance Report “may be” requested at any time during the bid year in electronic form. The report should include:

1. First-in, first-out inventory rotation system
2. HACCP (Hazard Analysis Critical Control Point) system in place.
3. Cold Chain Management System in place.
4. Product shelf life is monitored.
5. Products delivered free of damage.
6. Corrective action plan in place.
7. Supplier/FDA-initiated food recalls are promptly reported
8. Salvaged products are not returned to distribution

K. PRODUCT RECALLS

Manufacturers and distributors are expected to comply with all federal, state, and local laws and regulations regarding recalls. The Distributor shall have a process in place to effectively respond to a product recall which should include the following objectives:

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

4. Contractor will be responsible for all cost associated with replacement product, shipping charges, and/or product credit. GCCNW will make final decision whether product needs to be credited or replaced.

L. DELIVERY TIMES AND PLACES

1. The prices quoted shall be for delivered product to all delivery sites in the district as shown in Section IX. All drop sites require deliveries for the length of the contract.
2. The successful bidder shall submit delivery schedules to the school district official for approval. This schedule shall remain constant from week to week.
3. Deliveries must be made prior to 10:30 AM. Warehouse deliveries must be scheduled during warehouse business hours 7 am – 3 pm, Monday through Friday. No weekend or holiday school or warehouse deliveries can be accommodated.
4. Deliveries shall be ordered in full-case quantities whenever possible.
5. All perishable items must be delivered with a minimum 2 weeks of shelf life.
6. Deliveries shall be made in accordance with the frequency and hours designated in Section IX and all deliveries must be complete by 10:30 am to avoid the lunch meal service.
7. When holidays or closed dates fall on a schedule delivery day; deliveries shall be made on the next school day unless otherwise coordinated and agreed upon by GCCNW and the distributor.
8. The Distributor shall make all deliveries in such manner that will reduce shifting cases on the delivery truck, and thereby, minimize crushed or damaged cases/products. Signage with the Distributor's name shall be prominently displayed on delivery vehicles the Distributor utilizes to conduct business on the District's school campuses.
9. Drivers and helpers shall deliver merchandise into designated storage areas (dry, chilled and frozen) at each school accompanied by a designated school employee.
10. The District reserves the right to require a change in service or management representation if the conduct by the Distributor's personnel, in the opinion of the District is unprofessional.
11. All shipments are subject to inspection and approval upon arrival at the District's assigned destination.
12. The District reserves the right to refuse delivery of any product(s) which may present with evidence of improper storage, sanitation practices, or other damage(s). Multiple occurrences may result in the cancellation of the contract.
13. All product(s) are subject to inspection and return, at the expense of the distributor, if found to be non-conforming to the proposal award. If product(s) are non-conforming in any respect (quantity, quality or packaging) the participants have the right to reject shipment without liability.
14. Additional delivery sites may be added throughout the duration of the contract as district needs require.

M. ITEM SUBSTITUTIONS

The Manufacturer's Brand number awarded must be the brand number delivered.

1. No unauthorized substitutions will be accepted. Substitutions are to be avoided and vendor must have items stocked and available to begin filling orders the last week of July each school year.
2. Critical items that are short on delivery dates more than one time in a 3 month period must be purchased from another source and delivered to the GCCNW by the Distributor for the contracted bid price.

Substitution may be made only with the approval of the District Representative.

1. The distributor may deliver an equal or superior product at an equal or lower price with prior approval. Substitutions must be equal to or better than item bid and will be shipped at the original item cost.

2. If the substituted item cost is less than the original item cost, the lower cost shall prevail. If the house brand is the bid item, the district must be notified when the packer of the house brand changes.
3. A monthly report of all substitutions and the corresponding price charged must be provided.
4. Substitutions that do not comply with the Buy American Provision must be handled as outlined and must be identified as such to the district representative

N. NEW BID ITEMS

Bid pricing on new items may be requested at any time throughout the contract period. Within 5 days of the request, the distributor will solicit bid pricing from the manufacturer and provide the District with pricing. The distributor will provide a copy of their published supplier's price list minus any discounts to verify cost.

In addition to pricing, the distributor will also disclose to the District order availability, SPO/in-stock, vendor stock number, nutritional information, allergens, shelf life, and pack size information as requested.

O. SAMPLES

In order to evaluate and compare a product's acceptability for use in the GCCNW program, product samples may be requested at the discretion of the district. Reasonable quantities as requested may be provided at no charge to the district and noted as such on the invoice.

Q. PAYMENTS

1. The successful bidder shall submit statements and claims monthly on mutually agreed upon dates to each school. Each statement shall include a summary of delivery tickets (invoiced) for the period. Each ticket shall be listed in numerical sequence and show the total charge. Statements may be submitted more often than monthly with the mutual agreement of both parties. Payment terms are net thirty (30) days.
2. Credits for incorrectly priced items or returned product should be issued within 30 days and must be accompanied by printed documentation.

R. CONTRACT TERM/EXTENSION/RENEWAL

The contract is an annual and line item for food and non-food effective July 1, 2021 through June 30, 2022.

S. TERMINATION

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

IV. BIDDER QUALIFICATIONS

Before any bid can be accepted, a bidder must be deemed qualified in the judgment of Garden City School District officials to perform as required herein. Business references may be requested to confirm qualifications and positive performance history. A bid may be rejected if a bidder fails to meet any of the following qualifications:

- A. ACCOUNTING PRACTICES-Successful bidder must clearly demonstrate to the District officials their capability to provide accurate, reliable and timely reports, in terms of invoices, statements, rebates, invoice price

adjustments, credits and utilization reports. Bidder must also be able to provide commodity net off invoice processing, account allocation draw down, and reporting to K12 or Processor Link. Moreover, they must demonstrate the capability to spontaneously provide data for periodic review of prices by the PHNS.

- B. CAPACITY-A bidder must clearly demonstrate they have the capacity, physically and financially, to supply items to all delivery sites in economical quantities as required.
- C. COMPUTER SUPPORT-The bidder must be able to support the District with technology support as requested.
- D. FACILITIES AND EQUIPMENT – Successful bidders must have adequate warehouses for supplying contract products. Conditions for storing chilled and frozen products must be as recommended by the Refrigeration Research Foundation. Delivery temperatures of frozen and chilled food shall be in accord with Association of Food and Drug Officials (AFDOS) Code as recommended by the Food and Drug Administration.
- E. LIABILITY INSURANCE - Bidders shall provide proof of comprehensive liability insurance.
- F. PRODUCT LINE - It must be clearly evident to GCCNW officials that the bidder is capable of delivering promptly all items on the bid list and acquiring, on short notice, any peripheral items which might be required. PHNS is not responsible for items purchased by distributor(s) in anticipation of award.
- G. RELIABILTY- A successful bidder must have a proven record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A distributor may be designated as unacceptable if the requirements listed herein have been previously violated\
- H. SANITATION REQUIREMENTS - Contractors' facilities may be routinely inspected by any PHNS District representative. Facilities and operating practices must be continuously in compliance with the U.S. Food, Drug, and Cosmetic Act, and State and local laws and must meet all requirements outlined in III. BID TERMS, Section J. Food Safety.
- I. WORK STOPPAGES - the bidder guarantees delivery to the district regardless of any organized work stoppages.

V. STANDARD CONTRACT CONDITIONS

- A. This contract shall be governed in all respects -- as to validity, construction, capacity, performance, or otherwise --by the laws of the State of Kansas
- B. State Sales and Use Tax Certificate of Exemption forms will be issued to the contractor upon request.
- C. Deliveries against this contract must be free of fuel surcharge, excise, transportation, and sales taxes, except when such a tax is part of a price and the school district is not exempt from such levies.
- D. Modifications, additions, or changes to the terms and conditions of this Request for Proposal may be a cause for rejection of a bid. Bidders are requested to submit all bids on the official form provided. Bids submitted on a company form may be rejected.
- E. The bidder agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof.

VI. STANDARD PRODUCT CONDITIONS

- A. All products shall conform to the minimum requirements of Federal and State regulations. Those requirements shall include but not be limited to weights, measures, full containers, drained weights, and contamination.
- B. All products shall conform to standard guarantee requirements with respect to HACCP safety standards, and the supplier by his signature on Section I, agrees to hold the buyer harmless in the event of product failures.
- C. All products should arrive in an unopened original container.
- D. Perishable products (including, but not limited to yogurt and juice) shall have a minimum of a two week shelf life from date of delivery.

VII. RIGHTS AND REMEDIES

In addition to other rights and remedies, the GCCNW reserves the right to cancel the entire contract with any distributor who fails to perform in any manner or in accordance with the proposal as offered to and accepted by GCCNW.

VIII. BID AND CONTRACTS REQUIREMENTS

BID DISCLOSURE

Bidders may be present at the bid opening:

“No bid” totals, contract terms and the quantity of alternate quotes and SPO will be reviewed for accuracy and evaluated to establish the most competitive bid provided following the bid opening and prior to the awarding of the bid. Failure to make the appropriate conversions may be cause for rejection of the bid.

USDA Nondiscrimination Statement

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

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, 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.

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 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.

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. g 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, d ebarred 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.