PRIME VENDOR FOR SCHOOL MEAL PROGRAM

Request for Proposal (RFP) # 10015

Date of Issue: October 9, 2015

Question Cut-off: October 19, 2015, 4:00 p.m.

All requests for substitutions due: October 19, 2015, 4:00 p.m.

If requested, product samples due: October 23, 2015, 12:00 p.m.

RFP Close Date: October 26, 2015 at 2:00 p.m. (our clock)

Proposal to be returned PRIOR to time and date above.

RETURN TO:
Kristi Cole, COO
Milwaukee College Prep
1350 W. North Avenue
Milwaukee, WI 53205
(414) 881-0348

RESPONDENT’S CERTIFICATION

The undersigned, having carefully examined all of the documents pertaining to the subject project, including the project specifications, agreement, and Terms & Conditions, hereby proposes to furnish all required labor, materials equipment, tools and insurance to complete the work described in their proposal document in strict accordance with the project documents for the price set forth herein.

This Respondent’s certification must be signed and returned with your proposal.

Company Name ______________________________________________________
Address _____________________________________________________________
City _____________________ State _____ Zip____________
Telephone No. ________________________________
Fax No. ________________________________
Contact Name _____________________, Title _____________________________
By ________________________________________
(Authorized Signature)
Email ________________________________________________
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OVERVIEW OF THE DISTRICT

Milwaukee College Prep is a mid-size charter school district in the state of Wisconsin, serving approximately 2,000 students in the city of Milwaukee. The district has 4 Kindergarten through 8th grade schools with approximately 500 students at each site. The schools are within a 5 mile range of one another and are in two of the most poverty-stricken zip codes in the city. The staff consists of over 270 full and part time professional and support personnel.

Milwaukee College Prep Food and Nutrition Services employs 4 full and 8 part-time employees, who prepare over 400,000 meals a year. Food and Nutrition Services is a self-supporting department, general fund monies are not utilized to support these operations. The district participates in the USDA School Lunch, Breakfast, After School Snack, and commodity food programs.

PURPOSE

Milwaukee College Prep Food and Nutrition Services (Food Service) desires to enter into a contract with one food vendor to be a prime vendor (“Prime Vendor”) to provide and deliver grocery purchases such as frozen food, fresh and frozen meats, fresh produce, snacks, dry goods, canned goods, beverages, disposables (paper products), and miscellaneous other supplies for the school meal program. It is estimated that approximately 70-80% of food service program requirements will be delivered through this agreement. The district annually purchases approximately $700,000 of products for the food service department, including grocery purchases, dairy, bread, paper products, small wares, commodity food, cleaners, chemicals and other miscellaneous items. Dairy, bread, commodities and linens will be excluded from the prime vendor contract.

The purpose of the RFP is to get best value for the school meal program. The District will accept proposals from distributors. Vendors may propose a program designed specifically for the District or a cooperative program that is available for the District to participate in. Whichever is most advantageous to the District.

SCOPE OF WORK

The District Food and Nutrition Services provide meals at 4 schools, K4 to 8th grade level. The District participates in the National School Lunch and Breakfast and after school snack program for reimbursement of meals that meet federal standards and is allocated USDA commodities for use in school meals.

Currently food products are delivered by multiple vendors to the multiple school locations. Food Service staff distributes some food products to the individual schools. Products are delivered directly to these locations one day per week.

Product Quality

All products shall meet or exceed the requirements of the USDA and National School Lunch Program. The District will require nutritional information sheets be provided on all food products to include: product code, full name of product, description, ingredient list, child nutrition specifications, shelf life, pack size, net weight, allergen information and nutritional facts.

In accordance with the Federal Buy American Act, the District desires to purchase domestic food products to the maximum extent practicable for school meals. Domestic products are those that are
produced in the United States and those that are processed in the United States substantially (at least 51 percent) using agricultural commodities produced in the United States.

**ALL FOOD PRODUCTS ARE TO BE PRODUCED and PROCESSED IN THE UNITED STATES:** Non-domestic products may be allowed only when there are no domestic products available.

In the event the Prime Vendor supplies or delivers products contrary to the requirements of this section or applicable laws and regulations, the District may pursue remedies for default. The Prime Vendor shall hold the District harmless from any fines, penalties, costs or expenses imposed upon or incurred by any of them as a result of the Prime Vendor’s non-compliance with such laws and regulations.

The District supports the use of local farmers and may require locally produced products to support “locally grown” meals throughout the school year.

Estimated quantities represent approximate annual usage. The District neither states nor implies that estimated quantities will represent actual quantities purchased over the term of the agreement. Orders will be placed as the need arises. The District is under **NO** obligation to purchase the estimated quantities listed.

**Ordering**

The District currently is in the process of implementing NutriKids to manage food warehouse inventory, cataloging, ordering, receipts and delivery tracking to schools. While it is not a requirement, the District would be interested in any options available to interface between the respondent’s cataloging and ordering system and NutriKids system. We are looking for business to business (B2B) efficiencies that may be available using catalog item imports, punch out for orders, electronic payments or any other efficiencies the respondent may be able to propose.

**Shortages and Substitutions**

Pack size changes may be allowed if product meets District specifications and the size change has been approved by Nutrition Services. Pack size differences shall be clearly marked in the proposal response.

For any requests for substitutions, the Prime Vendor may be required to provide samples of any products for evaluation. **ALL SAMPLES MUST** include Nutritional Information sheets. Submittals for approval will only be considered upon receipt of a full unopened case or factory sealed packaged samples. All samples must be accompanied by nutritional information sheet to include: product code, full name of product, description, ingredient list, child nutrition specifications, shelf life, pack size, net weight, allergen information and nutritional facts. Prime Vendor must submit samples to Milwaukee College Prep Food Services, @ Milwaukee College Prep 36th Street, 2449 N. 36th Street, Milwaukee, WI 53210. Samples **must** be marked “Attn: Food Service Samples.” These will be submitted at no cost to the District and will not be returned. The District shall be the sole judge of equality to product specified. The decision made by the District shall be final and in the best interest of the District.

**Invoices, Statements and Payments**

With each delivery, the Prime Vendor shall provide an itemized packing list which shall be organized by product category. The Prime Vendor shall issue one comprehensive invoice for each delivery location, fully itemized and costed by product category. Prime Vendor shall provide weekly statements to District detailing
all charges and fees by subtotal category of food, non-food (paper and chemicals); and delivery fees. All costs associated with product shall be billed at the time of invoicing/delivery. Standard payment terms with the District are net 30.

Recordkeeping

The Prime Vendor shall retain all books, records, and other documents relative to this agreement for three (3) years plus the current year after final payment. The Prime Vendor shall assure that subcontractors meet this same records retention requirement. The District, its authorized agents, and/or state/federal representatives shall have full access to and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until the stated matter is closed.

Audits

The District reserves the right to conduct an audit of the awarded vendor’s records during vendor’s normal business hours with a minimum 72 hour notice. When the review/audit is completed without finding or deficiency, the cost shall be borne by the District. When the review/audit results in a finding needing to be rectified, the costs of the audit shall be borne by the Prime Vendor. Additionally the cost to the Prime Vendor to repair the deficiency shall include a refund of any over-charge as well as accrued daily interest at the rate earned by the District. Reviews/audits that may be necessary include, but are not limited to, the Prime Vendor’s Prime Vendor agreements, cost records, manufacturer’s invoices, manufacturer’s discount or rebate notifications, freight bills, perpetual inventory records, and third party market bulletins.

Reviews/audits may be made of a Prime Vendor’s cost records as follows:

Prior to award of contract,
Quarterly,
Any time price reviews

Reporting

It is preferred that all reports provided by the Prime Vendor be in text format or in excel compatible spreadsheet format. Reports shall be electronically delivered and may not be faxed as a general rule. Reports may be provided via a web site.

Vendor shall provide the following reports:

**Rebates/Allowance.** Claims and payments for monthly rebate claims forms such as manufacturer, buying group or other rebates, incentives or program allowances shall be made at least monthly by the Prime Vendor. When possible, the Prime Vendor shall file the claim as District’s agent for rebates on behalf of District. If promotional points or rebates for prizes are awarded, these shall be tracked by the Prime Vendor and reported to District along with the expiration dates of points or rebate prizes. Rebate Reports shall indicate District aggregate value as well as District rebate value by manufacturer. Promotion Points, growth allowances or marketing incentives shall be reported to District by manufacturer. Rebates/allowances should be paid at the time of invoice.

**Routine Operational Reports** at a minimum shall consist of, and samples of each shall be provided with the Proposal along with the guaranteed date the fully functional and accurate report shall be available from the Prime Vendor:
Daily Reports
• Daily Error Report
• Daily Substitution Report
• Daily Out Report
• Daily shortage report

Weekly Reports
• Comprehensive Invoice of Delivery by Delivery Site Listing the Cost of Product (Direct and Indirect Products) delivered, in categorical groupings with Delivery Fees
• Weekly Billing Statement by Delivery Location and by Category of Product
• Weekly produce update outlining current crop conditions, special offers and price changes.

Monthly Reports
• Monthly Purchase Projection Variation Form
• Order and Price Guide
• Monthly Statement of Billing
• Rebate, Promotional Allowance, Growth Incentive and other Allowances Checks
• Rebate Dollars Paid and Earned, Promotional Allowances Earned with Points Expiration Dates, Special Tracking Reports

Annual Reports
• Ordering Procedures Manual
• Velocity Reports to be distributed two months prior to each bid award
• Rebate Accrual Reports
• Annual Rebate Recapitulation Report by manufacturer

Ad Hoc Reports
Upon request, Prime Vendor shall provide historical data on the items, manufacturer and quantity delivered as of a certain date. Other ad hoc reports may be required and requested.

Product Recall
Prime Vendor shall be required to notify the District of any manufacturer’s recalls regarding items ordered. The respondent shall contact the Executive Director of Food Services by phone within two hours of notification by manufacturer and shall follow up in writing within 24 hours. Failure to comply with this requirement may be cause for termination of any existing contracts between the Prime Vendor and the District and for removal from the District’s approved vendor list(s).

It is expected that the manufacturer whose name and address appear on the product package has implemented safeguards at all points in their manufacturing and delivery process to protect against intentional and unintentional contamination. The manufacturer shall also comply with all required Federal Laws to protect District supply. The manufacturer shall take immediate action to correct any situation in which product integrity is violated or product becomes contaminated.

The Prime Vendor has an equal responsibility to protect the food supply while in its care and custody. The Prime Vendor shall take proactive action to protect District products from intentional and unintentional contamination. The Prime Vendor shall also take immediate action to correct any situation in which product integrity is violated or product becomes contaminated while in his care and custody. If violation or contamination should occur, the Prime Vendor shall remove or authorize disposal of all
contaminated product within a maximum of 21 days and shall replace the product as soon as possible at no cost to District.

Prime Vendor shall take immediate action to correct any situation in which product integrity is violated. In the event of a mandatory or voluntary product recall, Prime Vendor shall coordinate with the manufacturer to remove or authorize disposal of all recalled product from District locations within 21-days, and shall replace the product with new product, at no additional cost to District as soon as possible. Removal and/or disposal fees, pick-up fees and delivery fees for delivery of replacement product shall be charged to the manufacturer of the recalled product.

**Personnel**

Prime Vendor shall provide sufficient organization, qualified personnel and management to carry out the requirements of this Proposal. Prime Vendor shall supply competent and physically capable employees in a number consistent to carry out the work. Where required, employees shall be licensed, accredited, bonded and insured. Criminal Background checks will be conducted on all employees, subcontractors or agents providing services on District property under this agreement.

**Product Substitution and Shortages**

Prime Vendor may not change product or brands during the operating year without advance permission of the District. Equal product will only be considered upon receipt of full unopened case or factory sealed packaged samples accompanied by nutritional information sheet to include: product code, full name of product, description, ingredient list, child nutrition specifications, shelf life, pack size, net weight, allergen information and nutritional facts. Prime Vendor must submit samples to Milwaukee College Prep Food Services, @ Milwaukee College Prep 36th Street, 2449 N. 36th Street, Milwaukee, WI 53210. Samples must be marked “Attn: Food Service Samples”.

District will work with the Prime Vendor to forecast requirements and will expect Prime Vendor to fulfill ALL of the orders. Substitutions or shortages shall not exceed 5% and substitutions or shortages should be labeled clearly as such on each invoice. Furthermore, the Prime Vendor shall provide daily reports of any substitutions or shortages.

If the Prime Vendor is temporarily out of stock or short on a particular item, an equal or superior product may be delivered at an equal or lower price with prior approval of the District not less than seventy-two (72) hours prior to scheduled delivery. Substitutions at higher prices are unacceptable.

The District is relying on the promised date of delivery stated in the RFP response. The District reserves the right to proceed in any one of the following ways or a combination thereof, if delivery date is not honored.

A. Cancel all or any part of its purchase order.

B. Return all or any part of the goods delivered to date and charge the Prime Vendor for any loss or cost incurred as a result of the failure to deliver as promised.

C. Purchase all or any part of the goods at current market price and charge the Prime Vendor the difference between the total of the market price, freight and handling and the Prime Vendor’s bid response price.

Habitual failure to deliver by the promised date may result in contract being cancelled and re-awarded. In the event goods are delivered that do not meet specifications, the Prime Vendor will replace the items, at no additional cost to the District, on or before the promised date of delivery.

If the Prime Vendor discontinues a product, the District must be notified at least 90 days in advance.
**Product Provision**

Prime Vendor shall obtain at least three bids on behalf of the District or supply according to the pre-established pricing agreements, distributor purchased staple products for low dollar, low volume items to District when direct manufacturer agreements cannot be acquired, or when bid prices are not cost effective. For the purpose of this RFP it shall be understood that there may not be enough volume to warrant direct to manufacture agreements for all items. A “market basket” of items currently expected to be required is listed on the Fee Proposal Form Attachment A. The “market basket” list provided is not intended to be inclusive for the term of the contract it is representative of the most frequently used items. Given the nature of the food service business, the District retains the right to ask the Prime Vendor to add and delete items in response to District product review, introduction of new items to the market place, discontinuance of manufacturer products, product reformulation, menu changes, changing usage patterns, etc. When the item is one that is not currently purchased by the Prime Vendor, the Prime Vendor shall obtain price quotes for one of the optional brands or an identical product from other manufacturers or sources likely to be used. The District reserves the right to obtain price quotes on items itself, if it is determined to be in the Districts best interest. If the District does price quotes and awards items, the Prime Vendor may be responsible for bringing in items to their warehouse under the District price quote and delivering them to the District.

**Products to be Provided Via Direct to Manufacturer Agreements**

It is recommended and preferred that the Prime Vendor work with the District to negotiate direct to manufacturer Agreements for high volume-high dollar purchases. After contract award, the Prime Vendor shall provide these items at the contracted manufacturer price. The manufacturer price will be at the Prime Vendor’s cost as defined below in Pricing Method.

**Pricing Method**

The preferred method for determining product prices for this RFP is “Cost Plus Fixed Fee.”

“Cost” is defined as Distributor’s invoice from the supplier, plus inbound freight, minus customer allowance (rebates) and any and all other “off” invoice allowances including any distributor mark up/upcharge. In no case shall the “cost” be determined or calculated by the distributor.

“Fixed Fee” is defined as the difference between cost, as defined above, and the selling price to the District. Fixed fees shall remain firm for the duration of the agreement regardless of supplier invoice price and shall be in the form of a fixed handling or distribution fee per case.

Fuel surcharges will not be allowed. The fixed fee shall be inclusive of all fees.

A Prime Vendor may provide three separate fixed fees. One for delivery to the central warehouse, one for delivery to middle and high school sites and one for direct delivery of product from the manufacturer to the central warehouse, if the order has been administered by the Prime Vendor. These fees will be associated with the type of delivery and will not be accumulative.

If the Prime Vendor underestimates use, and runs short of District direct to manufacturer priced product the Prime Vendor may provide identical product from other sources but only at contracted price. Product from other sources sold to District shall also qualify for all rebates and allowances.
Title

The Prime Vendor purchases direct to manufacturer and indirectly supplied product and holds title to product from receipt by the vendor until such time as they are delivered to the District for the agreed upon delivery fee, and accepted by signature by an authorized District representative. It is understood that the Prime Vendor assumes the responsibility for all costs of product acquisition and storage for these items. Payment for these items will be made after delivery to the District.

Ordering/Tracking/Reporting

The Prime Vendor beginning the first year of contract extension shall provide the prior year’s annual delivery history. This report shall be delivered no later than June 15.

Deliveries

The Prime Vendor shall provide successful delivery rate of at least 96-98% of the items ordered. All items ordered shall be delivered in good condition and at the appropriate temperatures. Food cartons will be clean and in good condition. Frozen goods will be hard frozen with no evidence of thawing. Chilled goods shall be transported and delivered at a maximum temperature of 41°. Dry goods will be dry and cartons will be clean and in good conditions. The District reserves the right to refuse product that is above HACCP maximum temperature guidelines, 0° Fahrenheit for frozen and 41° Fahrenheit for refrigerated products at the time of delivery. The District shall have a period of 24 hours to inspect each delivery made by Prime Vendor. If any delivery made by Prime Vendor shall contain damaged or defective products, in the District’s sole discretion, the District shall be deemed to have delivered notice of such damaged or defective products to Prime Vendor if the District delivers such notice to Prime Vendor representative within two (2) business days of the date of delivery of such products.

Produce received shall be fresh at the time of delivery with a shelf life of a minimum of eight days. All processed produce shall be dated with a use by date no less than eight days out from the date delivered to the district warehouse. All products shall be of quality to the grade listed or higher.

Delivering personnel are responsible for unloading, sorting and segregating the load.

The District will require confirmation and product delivery date information within 24 hours of personal contact or emailed purchase order to Lisa Hawkins (414) 233-4478 and Michael Fowlkes (414) 510-7022 lisa.hawkins@milwcollegeprep.com and michael.fowlkes@milwcollegeprep.com.

Currently, the Food Service Department requests complete deliveries, by line item, between seven (7) and 21 days from receipt of purchase order. Through the use of a prime vendor, Food Services would expect the delivery time after receipt of order to be substantially shortened.

Prime Vendor must schedule a delivery appointment with the Food Service Manager, Michael Fowlkes by calling 414-510-7022 or Food Service Assistant Manager, Lisa Hawkins by calling 414-233-4478 at least 24 hours before the delivery. Receiving hours are between 5:30 a.m. – 7:00 a.m.. All deliveries should be to the address below:

Milwaukee College Prep – Food Services
2449 N. 36th Street
Milwaukee, WI 53210
Attn: Michael Fowlkes
The respondent must notify the District seventy-two hours in advance of planned delivery date of goods that are not expected to be delivered as promised. Notify the Food Service Manager, Michael Fowlkes, by calling 414-510-7022 or Lisa Hawkins, Food Service Assistant Manager at 414-233-4478.

Extra deliveries may be required to be made within the contractually negotiated fee structure if the Prime Vendor fails to deliver a product on order with the regularly scheduled delivery. No extra delivery charge shall be due or payable for extra trips due to Prime Vendor.

**Delivery Vehicle and Driver Requirements**

The Prime Vendor must have adequate vehicles as follows: Adjustable sized dual compartment trucks for combined deliveries of dry items, groceries, refrigerated items, and frozen items at these temperatures: Frozen Foods: O° F or lower; Chilled Foods: 32° to 40° F (product dependent).

Items shall be placed in the proper temperature compartments except that dry products (typically unrefrigerated) may be placed in refrigerated compartments. Under no circumstances may products be stored for delivery in a higher temperature compartment than meets usual and customary industry and Hazard Analysis Critical Control Point (HACCP) standards.

Vehicle delivery compartments shall be clean, well maintained and maintain the proper product temperature up through the last delivery of the day.

The Prime Vendor shall maintain a copy of the HACCP procedures and the temperature logs that the driver shall complete at the beginning and end of each site delivery. The temperature logs shall be provided to District on request.

District requires that truck engines be turned off while delivery is being made; but, that refrigeration and freezer compartments be left on to maintain product integrity/temperature.

The Prime Vendor shall check product temperatures at point of delivery to District, and shall not attempt delivery of product exceeding allowable temperatures. The Prime Vendor shall log temperatures. Prime Vendor shall provide temperature logs upon request to the district.

School District Property is a Drug Free Zone. All Prime Vendor delivery staff are required to observe avoidance of drug, alcohol and tobacco usage while making deliveries on District property.

All drivers shall meet USDOT and CDOT qualifications, and carry appropriate commercial licenses for the vehicle(s) driven.

**Warehouse Requirements**

Due to the occasional need to obtain supplies from Prime Vendor on an immediate/urgent basis, proposals shall only be accepted from vendors who have warehouse/distribution facilities located within next working day delivery to District.

Prime Vendor must have adequate storage facilities for the following:

Dry groceries, paper goods, and small wares, Storage for these products shall be properly ventilated spaces not to exceed 70° F. Facility must meet USDA and industry standards for warehousing of the specific product categories.

Frozen Foods: O°F or lower. Facility must meet USDA and industry standards for frozen storage.

Chilled Foods: 32° F to 40° F (product dependent). Facility and product must meet USDA and industry standards for chilled storage.
The Prime Vendor shall provide a copy of the HACCP procedures and the temperature logs that shall be maintained for all storage spaces and explain the safeguards to protect product integrity when there is an equipment malfunction. Temperature logs shall be provided to District on request.

The Prime Vendor shall maintain a copy of the HACCP procedures and the temperature logs that the receivers shall complete at the beginning and end of each site delivery. These receiving temperature logs shall be provided to District on request.

Where food or foodservice products are stored, Prime Vendor’s warehouse(s) and operations must be approved by the governing State Health Department and local county health department. Warehouse facilities and practices shall continuously conform to governing laws and regulations for food distribution centers. The District reserves the right to view Prime Vendor facilities where product is being stored and distributed upon 72 hours prior notice.

**Government Standards and Requirements**

All items or services to be purchased or supplied in conjunction with this Proposal shall be in accordance with all applicable federal, state and local governmental standards.

**Method of Payment**

The Prime Vendor shall accept Purchase Orders, Checks, Corporate Purchasing Cards and Electronic Funds Transfers at no additional cost to District.

**Damaged Products/Materials**

The materials and products shall be delivered to District in excellent condition for inspection by District representatives. If the product is damaged or items or components are missing during shipment, the Vendor shall either replace the damaged items (if shipped by the Prime Vendor) or be responsible for filing, processing and collecting all damage claims (if shipped by a Prime Vendor of the shipper with product of domestic origin of equal or better quality, or paid for at current cost of replacement as agreed upon by District). The Prime Vendor shall ensure that District is appropriately compensated for these missing or damaged items to the satisfaction of the District. Damage can include infestation of products, rodent damage or product deterioration due to improper storage or delivery conditions as well as physical damage to containers or product. Shortages or damages shall be accounted for in the Prime Vendor’s inventory reporting. The Prime Vendor shall be responsible for completing any shortage and/or damage forms necessary upon discovery of such damage or shortage at inbound delivery.

In the event that any of the materials and products supplied to District by the Prime Vendor are found to be defective or do not conform to the specifications, the District reserves the right to return the product to the Prime Vendor at no cost to District either as an exchange for suitable merchandise or for full credit. Any credit memos are to be issued by the Prime Vendor within two business days of notification of need for credit memo.

**SCHEDULE**

The following is the schedule of events for the RFP submittal and selection process. The District reserves the right to change the schedule.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>RFP</td>
<td></td>
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<tr>
<td>RFP advertised</td>
<td>October 9, 2015</td>
</tr>
<tr>
<td>Questions may be submitted to Purchasing via e-mail to Kristi Cole at <a href="mailto:kristi.cole@milwcollegeprep.com">kristi.cole@milwcollegeprep.com</a></td>
<td>October 19, 2015  4:00 p.m.</td>
</tr>
<tr>
<td>Requests for substitutions shall be submitted via e-mail to Kristi Cole at <a href="mailto:kristi.cole@milwcollegeprep.com">kristi.cole@milwcollegeprep.com</a></td>
<td>October 19, 2015  4:00 p.m.</td>
</tr>
<tr>
<td>Questions from vendors will be responded to and posted as addendum on Milwaukee College Prep Website</td>
<td>No later than October 19, 2015</td>
</tr>
<tr>
<td>Vendors will be notified if samples are required for substitution requests</td>
<td>October 19, 2015</td>
</tr>
<tr>
<td>Submittal of samples if necessary</td>
<td>October 22, 2015</td>
</tr>
<tr>
<td>Vendors will be notified if samples have been accepted</td>
<td>October 23, 2015</td>
</tr>
<tr>
<td><strong>Proposals due</strong></td>
<td>October 26, 2015 at 2:00 p.m.(our clock)</td>
</tr>
<tr>
<td>Finalist Presentations (if required)</td>
<td>November 2, 2015</td>
</tr>
<tr>
<td>Contract negotiations</td>
<td>TBD</td>
</tr>
<tr>
<td>Contract brought to CEO for approval</td>
<td>November 9, 2015</td>
</tr>
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**GENERAL CONDITIONS:**

1. All prices shall be quoted FOB destination.

2. The respondent(s) shall be in agreement with all provisions of the Request for Proposal. Any request for deviations/exceptions to the technical requirements, data requirements, and/or terms and conditions of the Request for Proposal must be explained in detail on supplier’s letterhead and included in the proposal response.

3. Proposals may be held by the District for a period not to exceed ninety (90) days from the date of the closing of the RFP process for the purpose of reviewing the proposals and investigating the qualifications of Respondent prior to awarding the contract.

4. Proposal responses must include all of the information requested. Proposals may be rejected by the District if the respondent(s) fail to completely provide all information necessary for a complete understanding of the proposal or fails to answer all questions adequately.

5. District reserves the right to waive any technical or formal errors or omissions, and to accept or reject in part or in whole any or all proposals submitted.

6. Any award made will be to the respondent(s) whose technically acceptable offer will be the most advantageous to the District considering the evaluation criteria listed on page 14 EVALUATION CRITERIA. A contract may not be awarded to the lowest priced proposal but to the proposal which represents the best value to the district.

7. Any written statement made as part of the proposal, including the RFP may become part of the final contract. Any addenda to the respondent's original proposal, such as letters, facsimile, and any other written clarifications and commitments may also become part of the final contract.
8. The effective period of contract(s) resulting from this proposal shall be for 7 months. The contract will begin December 1, 2015 for deliveries beginning in the 2015/2016 school year. The District reserves the right to renew and extend the contract agreement pertaining to all current pricing, terms, conditions and specifications upon mutual agreement between the District and respondent for an additional one (1) year periods (July 1st to July 1st), up to four (4) additional one (1) year periods.

9. Any addenda issued for this RFP will be posted to the Milwaukee College Prep website http://www.milwcollegeprep.com. It is the vendors responsibility to go MCPWS to download any addenda.

10. The District reserves the right to cancel at any time any awards occurring as a result of this proposal if it is determined by the Food Service Manager and COO that quality of product or vendor service/performance is unacceptable. The District reserves the right to cancel any agreements occurring as a result of this proposal without cause.

11. The vendor will be required to indemnify and hold the District harmless from suits or actions of any kind, including worker's compensation claims, brought against it for or on account of any damages or injuries received or sustained by any parties, by or from the acts of the vendor or his agents. The vendor will furnish copies of insurance certificates with the District included as additional insured on policies for comprehensive general liability with limits of not less than $2,000,000 ($2,000,000 aggregate must be maintained), combined single limit bodily injury and property damage and auto liability combined single limit $2,000,000.00, $2,000,000 aggregate must be maintained. The District must be notified by certified mail at least thirty (30) days prior to cancellation of any insurance policy or if the aggregate drops below $1,000,000 on any policy. The vendor will furnish copies of insurance certificates for statutory workers compensation and employer’s liability with limits of not less than $1,000,000.00.

12. All information shall be submitted at the dates and times indicated herein to:

   Kristi Cole, COO
   Milwaukee College Prep
   Lola Rowe North
   1350 W. North Ave.
   Milwaukee, WI 53205
   Kristi.cole@milwcollegeprep.com

   All contacts regarding this Request for Proposal during the submittal preparation and evaluation period must be done in writing and submitted to the Milwaukee College Prep Chief Operations Officer.

   This restriction does not apply to:

   • District initiated communications by evaluation committee only to satisfy clarification questions as part of the stage one evaluation process

   In the event that a firm has contact with any official, employee or representative of the District in any manner contrary to the above requirements, said firm may be disqualified from further consideration.
SPECIAL CONDITIONS:

1. Each respondent shall submit all information requested, in the order specified in the section below-Proposal Submissions. Failure to do so may result in the proposal being rejected. Proposals shall be straightforward and concise and shall demonstrate the proposer’s ability to satisfy the requirements of the RFP.

2. This process is a Request for Proposal. As such, only the names of the respondents shall be read at the closing of proposals. The District reserves the right to negotiate with one or more respondents in order to come to an acceptable contract agreement. Information in the proposals shall remain confidential until such time the District is ready to make the award.

The District, at its discretion, may utilize a Best and Final Offer (BAFO) process. If this process is utilized, the purchasing agent shall submit to the vendors most likely to receive the award, requests for specific clarification and allow vendors to enhance their pricing. The purchasing agent shall coordinate the offerors’ responses for review by the evaluation committee. The purchasing agent shall be the SOLE point of contact throughout the process for all proposers.

3. The proposing firm shall submit one (1) original and four (4) copies of their response. One (1) cd with a copy of Fee Proposal Form, Attachment A must be submitted on Microsoft Excel 2003 with original response. Pricing must be left unprotected for downloading.

4. Proposals submitted in response to this Request for Proposal shall become the property of District and be considered public documents under applicable Wisconsin state law. Financial records marked as “Confidential” and submitted in a separate sealed envelope shall be returned to the Respondent upon completion of the process.

EVALUATION CRITERIA:
The information listed below is in random order. Evaluation and scoring will be based on the following criteria:

- Ability to provide items on Fee Proposal Form, Attachment A
- Experience as a Prime Vendor for entities of similar scope and size
- Experience and qualifications of proposed team
- Technical Approach
- Technology including but not limited to online ordering and reporting capabilities
- Fees to include fixed pricing list and “cost plus fixed fee” and produce pricing
- References
- Availability of product, delivery after receipt of order (ARO)
- Vendor financial stability
- Value Added Services

SELECTION PROCESS

Responses to this request will be evaluated by the Evaluation Committee members from the Nutrition and Food Services and Purchasing. This evaluation committee will make a recommendation for award.

Vendor proposals may be subjected to a two-stage evaluation and selection process. The first stage will begin with a review of the response to the proposal. A proposal must meet all minimum eligibility and other requirements as outlined to be considered.
Proposals not meeting minimum eligibility requirements or found to be incomplete may not be considered. Proposals not deemed within the competitive range will not be considered. The District may disqualify any vendor if it is deemed to be in the best interest of the District.

The District may choose to ask clarification questions in writing and include the additional information gathered in this process to all qualified respondents.

References of the top vendors will be checked to verify their selection.

Evaluation and rating of the responses will be based on:
- Information provided by the vendor in their response
- Information provided by the vendor in response to District clarification questions
- Information from reference checks

The second stage, if required by the District, will be a presentation and interview of finalists by the evaluation committee. This presentation will included demonstration of on-line ordering system; web based reporting system (if available) or other system functions that are available for customer use. Presentation/Interview, if applicable, shall be conducted in Milwaukee, WI on November 2, 2015. Project Manager/team lead for the proposing firm will be required to attend along with other key staff that would be assigned to this project.

**PROPOSAL SUBMISSION FORMAT AND REQUIREMENTS:**

Proposals shall be concise and straightforward with an emphasis on clarity and providing descriptions of the respondent’s capabilities to satisfy the requirements of this RFP and to facilitate providing the services and products for this proposal.

Sections shall be labeled and organized following the format below. Each bidder must follow all formats and address all portions of the RFP set forth herein providing all information requested.

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the District’s sole discretion, result in the rejection of the Proposal.

The following information is to be addressed and clearly labeled in the Respondent’s proposal.

**To assist respondents Fee Proposal Form, Attachment A, formatted in Excel is included as part of this RFP document.**

**Respondents must complete the Fee Proposal Form, Attachment A. To be included: brand name and mfr #, case pk/size, vendor’s stock #, unit of measure and unit of measure price. Failure to complete all required columns in Attachment A may result in vendor being deemed non-responsive.**

Bids submitted must include one hard copy of the RFP response, one hard copy of the Fee Proposal Form (Attachment A), and one cd/disk copy of the Bid Form (Attachment A) (MUST be Excel Version of Attachment A). The following forms shall also be included with the RFP response:

- The certification regarding lobbying
- The disclosure of lobbying activities
- Certification Regarding Debarment
• Import Products/Buy American Act
• HACCP Cover Letter
• Manufacturer Audit Survey
• Proof of Insurance as requested in the General Conditions
• Front page Respondent’s Certification sheet signed by a duly authorized representative of your company in unaltered fashion.
• All addenda issued for this Request for Proposal
• The proposing firm shall submit one (1) original and four (4) copies of their response. One (1) CD shall be included which has an electronic copy of your company’s RFP response as well as an electronic copy of the completed Fee Bid Form Attachment A. The Fee Bid Form shall be completed using Microsoft Excel 2003 with original response. Pricing must be left unprotected for downloading.

Submittal of items for approval as “Equal Products”

For any requests for approval of “equal products”, the Vendor may be required to provide samples of products during the evaluation process. Please provide a spreadsheet of all items that you are requesting be evaluated for acceptance as equals by October 19, 2015. This should include the manufacturer name, model number and pack size. Also provide the nutritional information sheets for the product. This request may be e-mailed or mailed to the attention of:

Michael Fowlkes, Food Service Manager
2449 N. 36th Street
Milwaukee, WI 53210
Michael.fowlkes@milwcollegegeprep.com

Food Services will evaluate the items submitted and notify you by October 23, 2015 if samples are required. If Samples are requested, ALL SAMPLES MUST include Nutritional Information sheets. FOR ITEMS STATED AS “OR EQUAL” Equal product will only be considered upon receipt of a full unopened case or factory sealed packaged samples. All samples must be accompanied by a nutritional information sheet to include: product code, full name of product, description, ingredient list, child nutrition specifications, shelf life, pack size, net weight, allergen information and nutritional facts. Vendors must submit requested samples to:

Michael Fowlkes, Food Service Manager
2449 N. 36th Street
Milwaukee, WI 53210

Samples Must be marked “Attn: Food Service Samples” (use label provided with bid documents.)

Vendor must schedule a “samples” delivery appointment with Lisa Hawkins at 414-233-4478.

Samples must be submitted for evaluation no later than October 23, 2015. These will be submitted at no cost to the District and will not be returned. The District shall be the sole judge of equality to product specified. The decision made by the District shall be final and in the best interest of the District.

Food Service will evaluate samples and you will be notified no later than October 25, 2015, if samples have been approved for bid.
The Proposal Response shall be divided into the following areas:

I. **Vendor Qualifications**
   A. Proposals shall provide the following information to demonstrate the Vendor’s qualifications to deliver the services sought under this RFP.
   B. Provide the complete name of the individual or the legal entity name and Tax Identification Number of the firm making the proposal.
   C. Provide the name, mailing address, and telephone number of the person that shall be contacted regarding the proposal.
   D. Provide a brief, descriptive statement indicating the Vendor’s qualifications to deliver the services sought under this RFP, particularly related to school food services.
   E. Provide a brief description of the Vendor’s background and organizational history including:
      - years in business;
      - location of offices;
      - form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, et cetera)
   F. Provide an organizational chart highlighting the key people who shall be assigned to accomplish the work called for in this RFP — it shall illustrate the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.
   G. Provide documentation of financial responsibility, financial stability, and sufficient financial resources to provide the scope of services (and any related equipment) to the District in the volume projected and within the time frames required; said documentation shall include:
      - a description of the Vendor organization’s size, longevity, client base;
      - a statement as to whether, in the last ten (10) years, the Vendor has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details
      - Provide a statement as to whether there is any pending litigation, judgments or liens or liens pending, or have there been any filed against your firm in the last 18 months? If the answer is yes, please explain.
      - Provide other pertinent financial information by which the District may reasonably formulate an opinion about the relative stability and financial strength of the Vendor — this information shall include the last three years independently audited financial statements, balance sheet, and income statement or, in lieu of such, a banking reference the line of credit or typical bank balance and a credit rating by a rating service.

II. **Vendor Experience**
   A. Provide a brief statement of how long the Vendor has been performing the services sought under this RFP, particularly related to school food services.
   B. Provide a listing of key personnel that will be providing the required services. The key personnel shall include a sales representative, customer service representative and an accounts
receivable representative dedicated to our district. For the sales representative, please provide the number of clients they are assigned to. Provide brief resumes of key people. The resumes shall detail each individual’s title, education, current position with the Vendor and experience that is pertinent to this project and employment history.

C. Provide three customer references for customers that you have provided similar services to. Preference would be for references of other K-12 or governmental entities. For each reference, include:

- The company name and business address;
- The name, title, and telephone number of the company contact; and
- A brief description of the service provided and the period of service.

III. Technical Approach and Contract Administration

A. Provide the names of any subcontractors that will be used along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform.

B. Provide written confirmation that the Vendor shall comply with all of the provisions in this RFP and accept all terms and conditions except as noted. Note: Any exceptions will be taken into consideration in proposal evaluation and scoring and may warrant the proposal being considered non-responsive.

C. Describe your company’s plans and approach for accomplishing the specific work requested in the Scope of Work. Demonstrate your understanding of the effort required to accomplish the scope of work and outline the steps or tasks in the total service proposed. Include the following information to demonstrate your technical approach to delivering the services sought under this RFP.

- What is the delivery time after receipt of order?
- Provide any minimum order sizes and stocking requirements for non-stocked items.
- Provide samples of formatted reports or manuals for each of the requirements listed in the reports section.
- Provide a comprehensive narrative, that demonstrates the vendor’s understanding of the following:
  - Specific requirements and project schedule. Include key tasks and vendor’s staff that will be responsible for those tasks. Include any information or tasks that the district will be responsible for.
  - How the vendor shall complete the specific scope of services, accomplish required objectives, and meet project schedules (implementation and operational).
  - How the vendor shall manage the project, ensure completion of the scope of services, and accomplish required objectives within the project schedule.

D. Describe your experience in providing services/products under the National School Lunch Program and any applicable laws, rules and regulations. List any governing guidance that illustrates the Vendor’s understanding of where to locate these governing rules, regulations and requirements, and how they apply to and govern activities.

E. As the District’s contracting agent all contracting activities and negotiations shall meet or exceed requirements in district’s purchasing policies and federal acquisition regulations. Describe your experience and process in soliciting bids for products in compliance with federal as well as
district purchasing policies and procedures. How do you solicit bids and proposals and ensure that competition by manufacturers, processors, suppliers, or others desiring to do business with District shall not be restricted. What is your process for reviewing the bids with the District and ensuring that the District has the final decision and approval regarding all aspects of the procurement process?

F. Describe the process to ensure the condition that all buying group and manufacturer rebates, incentives, marketing and growth allowances and all other similar forms of income normally accruing to the distributor resulting from this RFP shall accrue and be paid to the District.

G. Supply a detailed plan for how emergency orders will be handled. Describe the timeframe that would constitute an emergency order for your company.

H. Describe any storage facilities your company has that would be available if the District had a need to store USDA commodity foods at your facility. Describe the process for inventorying and tracking any customer owned food that is stored and delivered through your facility. Describe any insurance and limits of coverage for these items.

I. The Vendor shall provide a copy of the HACCP procedures and the temperature logs that shall be maintained for all storage spaces and explain the safeguards to protect product integrity when there is an equipment malfunction. Temperature logs shall be provided to District on request.

J. Provide any performance guarantees or standards that your firm has such as fill rates, etc.

K. Describe any on-line ordering, order tracking, reporting or other system functionality that is available to your customers. Describe any B2B functionality that your firm has available to customers.

L. Will your company extend this proposal to other Milwaukee School Districts?

IV. Fee Proposal

It is the intent of the District to receive firm pricing for an 8 month period except for the produce prices which will be determined weekly on a “cost plus fixed fee” basis. Fees proposed will be cost plus fixed fee. Cost plus percentage fee proposals are NOT allowed by the United States Department of Agriculture.

A. Complete the Fee Proposal Form, Attachment A. The required format for the Fee Proposal is included as Attachment A. The Fee Proposal to be detailed in this format shall include all costs proposed for the scope of services required by this RFP for the total agreement period. If the Vendor fails to detail all cost information for the product and services proposed as required, the District may determine the proposal to be nonresponsive and reject it.

B. Performance incentives shall be considered. Provide a clear proposal of incentives sought, the calculation method, and if annual fee adjustments would apply.

C. Is there a different fixed fee for items that are direct shipped from the manufacturer to the District and are not warehoused with the prime vendor?

D. Provide a fee proposal for direct delivery to the Food Service warehouse as well as delivery at the other three schools, if needed. Delivery at these school locations could be once per week.

E. If the District chooses to store items at the vendor, please provide how many days product would be stored free and what the cost would for storage of items beyond that timeframe.
Fee structure shall remain fixed and firm through July 1, 2016. After that time, any changes in fees may be negotiated at the time of Agreement renewal. Any request for increases must be supported with justification documentation and must be provided 45 days prior of price change with substantive documentation for the change to allow the District the option of continuing the agreement or termination of agreement. If acceptable, price changes will be allowed July 1, 2016.

**TERMS AND CONDITIONS**

**SUBMISSION:** Late bids will not be accepted. No oral, telephonic, telegraphic, email or facsimile responses will be considered. A duly authorized official must sign this bid. Signature indicates agreement to comply with all terms, conditions, requirements and instructions of this bid as stated or implied herein. Signature indicates agreement to furnish the proposed materials, supplies, products, equipment and/or services in strict accordance with the conditions, requirements, and specifications herein. Should anything be omitted which is necessary to clearly understand or should it appear that various instructions are in conflict, the Respondent shall secure instructions at least 72 hours prior to the closing date and time.

**AWARD:** The Food Service Manager or designee reserves the right to waive any technical or formal errors or omissions and reject any and all bids/proposals, or to make an award, either in whole or in part, by item, category, or total, whichever is deemed to be most advantageous to and in the best interest of the District. It is understood and agreed that the District reserves the right to modify conditions, specifications, and prices by mutual agreement with the selected Respondent.

**MODIFICATION:** Any alteration, erasure or interlineation by the Respondent in this bid may constitute cause for rejection by the Food Service Manager or designee. Exceptions or deviations should not be added to the individual pages, but should be submitted on Respondent’s letterhead.

**COMPLETION:** Respondent shall complete all of the information requested for each item. Failure to do so shall constitute sufficient cause to reject any or all items offered if deemed to be in the best interest of the District. The District requests that this bid be completed using either black ink or black type.

**ACCURACY:** Accuracy of the quotation is the responsibility of the Respondent. Quotations may not be changed after the bid opening time and date. No dollar amount change will be allowed, only clarification as to the unit represented. The Director of Purchasing or designee must do this in writing 24 hours after notification.

**PRICING:** The unit price for each item shall be for the unit of measurement specified. All trade discounts and terms of payment must be reflected within the unit price. All prices must be quoted at a firm price, F.O.B. Destination. Prices shall remain firm for the term of the contract. If prices decrease during the term of this contract, the successful Respondent must notify the District of the lower prices so that all subsequent orders will reflect accurate pricing.

**PAYMENT:** The District payment terms are Net 30 days, unless otherwise negotiated. Payment shall be processed upon receipt by the District of an itemized invoice. Each purchase order shall be invoiced separately. All invoices shall be submitted to Milwaukee College Prep – Accounts Payable, Suite 100, 1228 W. Lloyd Street, Milwaukee, WI 53205.

**QUALITY:** All goods furnished must strictly conform to the bid and must be of the quality specified. No deviation or substitution is permitted without the prior written consent of the Director of Purchasing or designee. In the event no quality is specified, the goods must be at least equal to the standards of the
industry. The Director of Purchasing or designee shall have the right at all times during the performance of this Agreement to conduct such tests and inspections as is deemed necessary to assure Respondent’s compliance with this Agreement. The District will be supplied, as needed, data, drawings, specifications, test results, quality documentation, schedules, and other documents and information.

QUANTITIES: The District neither states nor implies that actual purchases will equal the estimate. It is the intent of this bid that the District be supplied with more or less of the materials according to actual needs. Do not bid groups of items together as “all or none.” Advise any minimum order quantities that apply.

SHIPPING: Unless an order specifies a different delivery point, all deliveries under this Agreement shall be F.O.B. destination. Title and risk of loss of all goods shall pass to the District upon final acceptance. DELIVERY: Delivery dates must be specified on this bid. Time is of the essence. Delivery is part of the consideration and the advised delivery date given on this bid must be complied with unless otherwise instructed by the Director of Purchasing or designee. The District will not be responsible for any goods delivered or services performed without a purchase order signed by an authorized representative of The District.

SPECIFICATIONS: Manufacturer/brand name and numbers that reflect the level of quality expected may be given in lieu of specifications. In the event the District includes manufacturer/brand name and numbers as a part of the description of any item, the Respondent may submit quotations on that or a proposed equal product provided they are equivalent and substantiated to be so by submitted specifications and/or samples. When the description includes the wording “no substitute” in addition to the manufacturer/brand name and number, quotations will be accepted only on the item specified. The District reserves the right to make sole judgment as to acceptability of proposed equal products without qualification or explanation.

TABULATION: Copies of bid tabulation sheets will be available to Respondents upon request at the rate of forty cents per page (one-sided) for letter size documents, and sixty-five cents per page (one-sided) for legal size documents payable in advance. Respondents may record information at the time of public opening.

NON-COLLUSION: By submission of the bid, the Respondent certifies that the bid has been arrived at independently and submitted without collusion with any other Respondent and that the contents of the bid have not been communicated, nor to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the Respondent or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the bid.

GRATUITIES: Respondents are expressly advised that gratuities are not allowed. District employees may not accept any gift, service, honorarium, stipend or fee, or use their position for private advantage or personal, financial or material gain. The District will investigate reported violations. Respondents, whom the Director of Purchasing or designee finds to have violated these provisions, may be barred from doing business with the District; employees may be disciplined according to District Policy.

CANCELLATION: The District reserves the right to cancel without penalty, at any time, any awards occurring as a result of this bid. Time is of the essence. When a date is set for the delivery of merchandise or the performance of work, the merchandise must be delivered, or work performed, in accordance with the bid specifications or description on or before that date, or the order to the delinquent Respondent may be canceled and re-awarded. In such case, the District will have the right to buy
merchandise or services at market price for immediate delivery. Any excess in cost shall be paid by the delinquent Respondent or deducted from any money due the delinquent Respondent.

COMPLIANCE: The Respondent agrees to comply with all applicable federal, state, and local laws, regulations, administrative rulings, and codes and secure all necessary licenses and permits in connection with this bid and any services to be provided hereunder.

GOVERNING LAW: Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Milwaukee County, State of Wisconsin. The transaction shall be governed by the laws of the State of Wisconsin.

TAX: The District is a political subdivision of the State of Wisconsin and as such is generally exempt and not liable for any sales, use, excise, property, or other taxes imposed by any federal, state or local government tax authority. The District is also not liable for any franchise taxes or taxes related to the income of a contractor. No taxes of any kind shall be charged to the District. Quotations shall not include the cost of any such taxes, including those on any materials, supplies or equipment used or installed in the work. The Respondent is hereby notified that when materials are purchased for the benefit of the District, some political subdivisions require the Respondent to pay sales or use taxes even though the ultimate product or service is provided to the District. These sales or use taxes will not be reimbursed by the District, nor will any prices be adjusted on account of such taxes. The Respondent shall file an “Application for Exemption Certificate” with the Wisconsin Department of Revenue and submit copies of such certificate to the District upon award of the contract and prior to commencement of any work.

INTELLECTUAL PROPERTY INDEMNIFICATION: The Respondent agrees to protect, defend and hold the District harmless from and against any claim or demand for payment or other claim based upon or related to the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of any work covered or materials and equipment furnished under this bid.

INDEMNIFICATION: The Respondent agrees to indemnify and hold the District harmless from claims, suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties, caused in whole or in part by or from the acts of the Respondent, its servants or agents. To this extent, the Respondent agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the District whenever such insurance, in the opinion of the District, is deemed necessary.

APPROPRIATIONS & APPROVAL: Any and all obligations of the District under this Agreement may be subject to annual approval and/or budgeting and appropriation by the District.

EQUAL OPPORTUNITY: In connection with the performance of any work under the bid, the Respondent shall agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, national origin, ancestry, age, sex, or disability, and further agrees to insert the foregoing provisions in all subcontracts hereunder.

INSURANCE: Consultant shall maintain in effect at all times during the term of this Agreement the following policies of insurance: Commercial General Liability with limits of $2,000,000 per occurrence/$2,000,000 aggregate; Auto Liability, including hired and non-owned auto, with limits of $2,000,000, per occurrence combined single limit; Professional liability insurance with limits of $2,000,000 per claim and aggregate, if “Claims Made”, coverage is to be maintained for a period of two years beyond the expiration of this contract or a two year extended reporting period must be purchased.
Statutory workers’ compensation coverage and employer’s liability insurance with limits of not less
than $100,000. All insurance carriers (other than with respect to Professional Liability) must have an
AM Best rating of A-VIII or better. The District is to be included as an Additional Insured on the
commercial general liability and auto insurance policies with respect to its vicarious liability arising out
of Consultant’s performance hereunder. The District must be notified in writing at least thirty (30) days
prior to cancellation of any insurance policy. Notwithstanding the preceding, the District may waive or
modify these requirements. Such waiver or modification shall not be effective unless made in writing
executed by an appropriate officer or employee of the District.

ILLEGAL ALIENS: The District cannot enter into or renew a public contract for services with a
Vendor who knowingly employs or contracts with an illegal alien to perform work under the contract or
who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien
to perform work under the contract.

Vendor certifies that it has not knowingly employed or contracted with an illegal alien to perform work
under this Agreement, and that the Vendor will confirm the employment eligibility of all employees
who are newly hired to perform work under this Agreement. Vendor further certifies that it will not enter
into a contract with a subcontractor who fails to certify to Vendor that the subcontractor shall not
knowingly employ or contract with an illegal alien to perform work under this Agreement.

Vendor has confirmed the employment eligibility of all employees who are newly hired to perform work
under this Agreement.

If Vendor obtains actual knowledge that a subcontractor performing work under this Agreement
knowingly employs or contracts with an illegal alien, Vendor shall:

a. Notify the subcontractor and the District within three days that Vendor has actual knowledge that
   the subcontractor is employing or contracting with an illegal alien; and

b. Terminate the subcontract if within three days of receiving actual notice the subcontractor does
   not stop employing or contracting with the illegal alien, except that Vendor shall not terminate the
   subcontract if during such three days the subcontractor provides information to establish that the
   subcontractor has not knowingly employed or contracted with an illegal alien.

Vendor shall comply with immigration rules and regulations. If Vendor violates the provisions of this
paragraph, the District may terminate the contract for breach and Vendor shall be liable for actual and
consequential damages.

CRIMINAL RECORD VERIFICATION: Vendor will be required to complete a criminal record check
on any person providing services under the agreement, including but not limited to employees,
subcontractors or other agents of Vendor who work on district property for this agreement. Employees,
subcontractors or other agents of Vendor who have been convicted of, pled nolo contendere to, or
received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving
unlawful sexual behavior or unlawful behavior involving children, will not be allowed to work on
District property for this agreement. Vendor must complete the District’s Criminal Records Check
Certification. Vendor will be responsible to adhere to any Federal, State, and Local privacy and
confidentiality requirements.

FEDERAL FUNDING: The District has receives federal funding for all or part of this purchase under
the USDA school meal program. As such certain federal grant provisions are required to be made a part
of any subsequent agreement issued by the District related to performance or deliverables. The
following federal terms are required in any resulting agreement:

2. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327-333) - Where applicable, all contracts awarded by recipients in excess of $2,000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers must include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall 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 1\(\frac{1}{2}\) times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

3. **Clean Air Act** (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—**Contracts** and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).

4. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) - **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. The disclosures are forwarded from tier to tier up to the recipient.

5. **Debarment and Suspension** (E.O. 12549 and E.O. 12689) - No contract may be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O 12549 and E.O. 12689--Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold must provide the required certification regarding its exclusion status and that of its principal employees.

6. **Access to Records** – All negotiated contracts (except those for less than the small purchase threshold) awarded by recipients must include a provision to the effect that the recipient, ED, the Comptroller General of the United States, or any of their duly authorized representatives, must have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
7. **Retention of Records** – All required records shall be retained for three years after grantees or subgrantees make final payments and all other pending matters are closed.

8. **Energy Efficiency** – the Contractor shall comply with all 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 (Pub. L 94-163, 89 Stat. 871).

9. **Termination** – The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government’s interest. If this contract is terminated, the Government shall be liable only for payment of this contract for services rendered or goods provided before the effective date of termination.

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