

TO
**REQUEST FOR PROPOSAL (RFP)
FOR PRIME VENDOR/PARTNER**

**Proposal Reference (PR) number: CSN2024
Date of request: January 26, 2024**

Completed proposal must be submitted no later than March 14, 2024 by 9:00 A.M. CST

Proposal issued by:

Coulee School Nutrition

**Contact Person: Jesse Bender
Contact Person Title: Director of Food Service
Contact Person Phone Number: 608.374.7363
Contact Person Email: jessebender@tomah.education**

PLEASE READ SOLICITATION CAREFULLY!
(Cover Page)

REQUEST FOR PROPOSAL (RFP) FOR PRIME VENDOR/PARTNER

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SECTION 1: PROCEDURAL AND SUBMISSION REQUIREMENTS

Description: Coulee School Nutrition Group, consisting of 19 school districts, will herein be referred to as “School Food Authority” or “SFA” requests proposals in response to this solicitation for the services of a Prime Vendor/Partner. “Prime Vendor/Partner” also known as a distributor or a commercial food purveyor, who purchases, receives and/or stores commercial food products, related food service goods, and handling of USDA Foods such as brown box and finished end products. The Prime Vendor/Partner in turn, sells, delivers, and bills the SFA for the goods and/or services provided. A “Proposer” is a Prime Vendor/Partner responding to the RFP with a proposal.

This solicitation is issued with the intent to procure products and related services of a Prime Vendor/Partner in accordance with applicable state and federal law governing the federally funded Child Nutrition Programs which collectively refers to the National School Lunch Program (NSLP), the School Breakfast Program (SBP), the School Super Program (SSP), the Summer Food Service Program for Children (SFSP), Child and Adult Care Food Program (CACFP), and any other School Nutrition Program for the SFA.

The SFA intends to target 80 percent or more of its purchases through one Proposer acting as a Prime Vendor/Partner which will agree to provide all products and services specified in this RFP. Estimated purchases at \$7,870,000 will be made from the Prime Vendor/Partner. Products listed below are exempt from this contract.

The following products are primarily excluded from purchase from the awarded contract:

- 1) Bread, fresh
- 2) Milk, cartons
- 3) Chemicals and Janitorial/Cleaning Supplies
- 4) Specialty Diet Foods
- 5) Large Equipment

The SFA will select a winning proposal based on conditions and requirements contained herein to award the contract for the school year (SY) 2024-2025, beginning on July 1, 2024 and ending June 30, 2025. This awarded contract will have the option for four (4) - one (1) year contract renewals.

Proposal Deadline: March 14, 2024 by 9:00 A.M. CST

Proposals will be accepted up to, and no proposal may be withdrawn after, the due date and time for submission. Time is Central Standard Time as indicated on the designated clock at the SFA. Proposals that arrive after the required time will

not be considered. It is the responsibility of the Proposer to ensure that the proposal arrives through email by the required time. Submitted proposal shall remain valid for thirty (30) days from the proposal deadline.

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

Communications Inquiries: All communication regarding this solicitation document should be directed to:

Contact Person: Jesse Bender
Contact Person Title: Director of Food Service
Contact Person Phone Number: 608.374.7363
Contact Person Email: jessebender@tomah.education

Email: Email is the preferred form of communication.

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

Submission of Proposals: Proposers will need to sign and complete all sections of this solicitation. Proposers will email Proposals to the email address above by the due date and time as stated in the solicitation. It is the Proposer's responsibility to assure that its Proposal is received by the deadline, no exceptions. It is the responsibility of the Proposer to confirm and ensure the Proposal was received by Proposal deadline. Once a proposal is submitted you cannot resubmit an adjusted proposal.

Only one Emailed Copy of the Bid Proposal is required for submission. Upon award, each school district will have the right to request individual printed copies or electronic versions of all bid documents. Copies must be furnished with 10 business days of the request.

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

Bids are not limited to one proposal per organization. If your company has the ability to offer competitive pricing with a Group Purchasing Organization (GPO) contract, the CSN group is interested in reviewing proposals including GPO pricing.

Proposers which submit incomplete proposals with missing information will be ineligible for evaluation and selection for an awarded contract. Below is a list of documents which must be completed and submitted with your proposal to be considered responsive.

- Attachment A PROPOSER CONTACT INFORMATION
- Attachment B INDEPENDENT PRICE DETERMINATION CERTIFICATE
- Attachment C SUSPENSION AND DEBARMENT CERTIFICATION
- Attachment D LOBBYING CERTIFICATION
- Attachment E PRIME VENDOR MARKET BASKET WITH SUPPLIES (EXCEL)
- Attachment F PRIME VENDOR MARKET BASKET WITHOUT SUPPLIES (EXCEL)

Calendar of Events: The required dates and times by which actions must be completed and, where applicable, locations are listed in the calendar of events. If the SFA determines it is necessary to change a date, time, or location, it will issue an addendum to this solicitation. Times are CST time at the designated location.

Calendar of Events

Action	Date/Time and Location if applicable
Release of solicitation	January 26, 2024
Last date to submit written questions	March 8, 2024
Release of responses to written questions in the form of an addendum. Addendum will be sent to those Prime Vendor/Partner that requested a copy of the solicitation.	As requested,
Bid Presentation (each Proposer allowed 45 minutes)	March 14, 2024 9:30 till Done CST
Due date for proposals and location	March 14, 2024 by 9:00 A.M. CST SFA Name: Tomah Area School District Contact Person: Jesse Bender Contact Person Title: Director of Food Service Contact Person Phone Number: 608-374-7363 Contact Person Email: jessebender@tomah.education
Proposal evaluation period	March 14, 2024 – March 29, 2024
Notice of intent to award	April 1, 2024
Awarded contract approval	Board meeting following the Notice of Intent to Award as required by some SFA's
Request for Bid Audit	April 3, 2024
Bid Audit Due	April 12, 2024
Official Award of Prime Vendor/Partner agreement	April 19, 2024
Prime Vendor/Partner start date	July 1, 2024

Digital RFP Opening: March 14th 9:00a.m.; Vendors will be permitted to attend the opening at the Sparta Administrative Center. 900 E Montgomery Street Sparta, WI 54656. Opening will take place at 9:00a.m. CST. RFP presentations will take place at 9:30 A.m. CST at same location.

Product List: Product lists are attached hereto as “**Attachment E Coulee Market Basket 24-25 with Supply**” and “**Attachment F Coulee Market Basket 24-25 without Supply**”. Proposers are required to submit pricing for all products listed. “**Attachment E Coulee Market Basket 24-25 with Supply**” will consist of four (4) parts/Tabs. Tab A is brand specific. Bidders are not allowed to change the brands listed and may only bid the exact product listed in the exact pack size listed. Tab B is not brand specific and should be bid at the best value product available that most closely fits the product description. Tab C will be a produce list and pricing on those items should be for the week of **December 11th – December 15, 2023**. Tab D will be supplies used. “**Attachment E**” will only include Tabs A-C. This will be a Market Basket that will represent what the pricing would be if we removed supplies from the RFP. Proposers will need to complete and return both “**Attachment E and F**” along with the proposer contact information, along with all other required documents to be considered a responsive proposal.

SECTION 2: SCOPE AND PURPOSE

Scope: The purpose of this solicitation is to solicit proposals and award a contract to a Prime Vendor/Partner for products and services described herein with estimated expenditures of \$7,870,000, annually.

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

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

Agreement Period: The initial awarded contract period shall be July 1, 2024 to June 30, 2025. Both parties to the awarded contract will agree to enter into this awarded contract for a one-year period with the option to renew the agreement for up to four (4) additional one-year periods by mutual agreement of the SFA and selected Prime Vendor/Partner. Renewal shall be based on customer satisfaction with products, service, and price.

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

Delivery: Products will be delivered to the SFA at the following address at or before scheduled time listed below.

All deliveries must be completed before 2:00 P.M. unless other arrangements are agreed to by the SFA. Some delivery modifications will need to be met regarding truck sizes and will be arranged with the awarded vendor and the individual school districts. Some schools may have times during service when deliveries are not allowed. This is to be agreed upon with the individual districts.

Locations :

Alma Center School District

Contact: Jennifer Hart 124 South School Street Alma Center, WI 5611 715.964.5311 ext. 212

Student Enrollment: 580

Average Breakfast: 225

Average Lunch: 500

Average snack: 300

Summer Feeding: 150

Delivery Locations: 2

Whitehall School District

Contact: Ellen Bartow 19121 Hobson St, Whitehall, WI 54773 715-538-4364 ext 199

Student Enrollment: 792

Average Breakfast: 250

Average Lunch: 550

Average snack: 70

Summer Feeding: 150

Delivery Locations: 1

Arcadia School District

Contact: Ellen Bartow 730 Raider Drive, Arcadia, WI 54612 715-299-3730

Student Enrollment: 1264

Average Breakfast: 800

Average Lunch: 1250

Average snack: 100

Summer Feeding: 600

Delivery Locations: 3

Bangor School District

Contact: Emily Klunk 405 E Hamlin Street West Salem, WI 54669 608-786-3078

Student Enrollment: 650

Average Breakfast: 75

Average Lunch: 410

Average Snack: N/A

Summer Feeding: N/A

Delivery Locations: 2

Black River Falls School District

Contact: Connie M Seiber 301 North Fourth Street Black River Falls, WI 54615 715-284-4357 ext 1209

Student Enrollment: 1591

Average Breakfast: 700

Average Lunch: 1120

Average Snack: 220

Summer Feeding: 200

Delivery Locations: 4

Cashton School District

Contact: Laurie Geier 540 Coe Street Cashton, WI 54619 608-654-5131

Student Enrollment: 623

Average Breakfast: 190

Average Lunch: 495

Average Snack: 85

Summer Feeding: 125

Delivery Locations: 2

Cochrane-Fountain City School District

Amanda Brakke S2770 State Highway 35 Fountain City, WI 54629 608-687-7771

Student Enrollment: 551

Average Breakfast: 165

Average Lunch: 375

Average Snack: N/A

Summer Feeding: N/A

Delivery Locations: 1

Gale Ettrick Trempealeau School District

Contact: Melody Schorbahn 17511 N Main Street Galesville WI, 54630 (608)525-2291

Student Enrollment: 1370

Average Breakfast: 300

Average Lunch: 900

Average Snack: N/A

Summer Feeding: N/A

Delivery Locations: 5

Holmen School District

Contact: Mike Gasper 1019 McHugh Rd Holmen WI, 54636 (608)526-1324

Student Enrollment: 3683

Average Breakfast: 964

Average Lunch: 3450

Average Snack: N/A

Summer Feeding: N/A

Delivery Locations: 6

La Crescent School District

Terri Williams 1301 Lancer Blvd, La Crescent, MN 608-789-7637

Student Enrollment: 998

Average Breakfast: 300

Average Lunch: 900

Average Snack: NA

Summer Feeding: NA

Delivery Locations: 2

La Crosse School District

Kadie Haug (Ilkay Baseski) 807 East Avenue South La Crosse, WI 54601 608-789-7637

Student Enrollment: 5888

Average Breakfast: 1386

Average Lunch: 3100

Average Snack: 450

Summer Feeding: Breakfast 244 / Lunch 932

Delivery Locations: 14

Mauston School District

Angela Tolbert 800 Grayside, WI 53948 608-847-4410 ext 4431

Student Enrollment: 1760

Average Breakfast: 600

Average Lunch: 1000

Average Snack: N/A

Summer Feeding: N/A

Delivery Locations: 5

Melrose Mindoro School District

Sarah McAdams N181 St Rd 108 Melrose, WI 54642 608-488-2201 ext1156

Student Enrollment: 756

Average Breakfast: 198

Average Lunch: 475

Average Snack: N/A

Summer Feeding: 125

Delivery Locations: 2

Onalaska School District

Kerry Johnson 705 8th Ave North Onalaska, WI 54650 608-783-6251

Student Enrollment: 3032

Average Breakfast: 500

Average Lunch: 1500

Average Snack: N/A

Summer Feeding: 250

Delivery Locations: 5

Royall School District

Kristi Shore

Student Enrollment: 464

Average Breakfast: 385

Average Lunch: 345

Average Snack: NA

Summer Feeding: 260 in June 160 in July

Delivery Locations: 1

Sparta School District

Rob Prestwood 900 E Montgomery Street, Sparta, WI 54656 608-366-3405

Student Enrollment: 2818

Average Breakfast: 1112

Average Lunch: 1561

Average Snack: 220

Summer Feeding: 325

Delivery Locations: 3

Tomah Area School District

Jesse Bender 901 Lincoln Ave Tomah, WI 54660 608-374-7363

Student Enrollment: 3069

Average Breakfast: 624

Average Lunch: 1720

Average Snack: N/A

Summer Feeding: June-350 / July-480 / Aug 200

Delivery Locations: 2

Viroqua School District

Kristi Ethridge 100 Blackhawk Drive Viroqua, WI 54665 608-637-1645

Student Enrollment: 1030

Average Breakfast: 625

Average Lunch: 600

Average Snack: N/A

Summer Feeding: 250

Delivery Locations: 1

West Salem School District

Contact: Emily Klunk 405 E Hamlin Street West Salem, WI 54669 608-786-0700

Student Enrollment: 1800

Average Breakfast: 230

Average Lunch: 1200

Average Snack: N/A

Summer Feeding: NA

Delivery Locations: 3

Westby School District

Ashley Reschke 206 West Ave South Westby, WI 54667 608-634-0101

Student Enrollment: 981

Average Breakfast: 215

Average Lunch: 510

Average Snack: N/A

Summer Feeding: Breakfast-65/Lunch 105 (20 days in June/10 days in August)

Delivery Locations:

SECTION 3: PROPOSER QUALIFICATIONS AND RESPONSIBILITY**Requirements:**

1. The SFA is looking for a Prime Vendor/Partner to provide the products and services listed in the RFP.
2. If Proposer is unable to provide products or services to the SFA, Proposer must succinctly define what can and cannot be provided including the reason. The SFA will determine if the request is accepted. If the request is denied, the proposal may be rejected.
3. In case of default by selected Prime Vendor/Partner, the SFA, after due notice, may procure the necessary supplies from other sources and hold selected Prime Vendor/Partner responsible for any excess cost, including costs related to procurement (e.g., cost of labor and supplies).
4. Continuous instances of product unavailability may result in termination of the contract and removal of Proposer from the vendor list at the sole discretion of the SFA.
5. Proposer will provide names and contact information for all k 12 customers.
6. The products and pricing of the awarded contract may be available for other schools/government agencies or eligible entities (piggybacking), after the initial contract is awarded. By submitting a proposal, the Proposer agrees to make the same contract terms and conditions, products, and price available to other such governmental agencies or eligible entities. The SFA will not in any way incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by any other such agencies or entities.

Compliance Requirements: Proposers will need to comply with applicable requirements set forth in federal and state regulations including policy and instructions issued by the U.S. Department of Agriculture (USDA) and Wisconsin Department of Public Instruction (DPI). The applicable regulations are 7 CFR 210 (National School Lunch Program), 7 CFR 215 (Special Milk Program), 7 CFR 220 (School Breakfast Program), 7 CFR 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk), 7 CFR 250 (Food Distribution Program), 7 CFR 225 (Summer Food Service Program for Children), and 2 CFR 200 (super circular).

Discussions/Negotiations: By submission of a proposal, Proposer agrees that during the period following issuance of the proposal and prior to notification of intent and/or award of the contract, Proposer will not discuss this procurement with any SFA except Jesse Bender, Director of Nutrition Services for Tomah Area School District. Correspondence should be in email only, so all parties can be privilege to information gained and shared. The SFA reserves the right to reject any and all proposals and to cancel this solicitation if it is in the best interest of the SFA. The SFA shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of Proposer's response to this solicitation.

The SFA reserves the right, at any time after opening and prior to award, to request from any Proposer clarification, address technical questions, make site visits, review past performance or to seek or provide other information regarding Proposer's proposal. This process may be used for such purposes as providing an opportunity for Proposer to clarify the proposal in order to assure mutual understanding and/or aid in of responsiveness or responsibility of Proposer. The SFA will not consider information received if the information materially alters the content of the proposal or alters the type of goods and services Proposer is proposing to the SFA. An individual authorized to legally bind Proposer shall sign responses to any request for clarification.

The SFA reserves the right to contact provided list of Proposer's current k12 customers to assist in proposal evaluation, to verify information contained in the proposal, and to discuss Proposer's qualifications including capabilities and performance under other contracts.

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

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

SECTION 4: ADMINISTRATIVE INFORMATION

Estimations: SFA has to the best of its ability, provided estimates to Proposer for products and related services it intends on ordering. The total purchasing estimates are based on usage from the previous year with the exception of quantities which have been projected higher due to concern about availability of USDA Foods and/or new meal pattern requirements. The SFA will not guarantee any minimum utilization or compensation to be paid to a Proposer.

Competitive Pricing: The pricing is for the SY. Proposer must complete the "PRIME VENDOR/PARTNER MARKET BASKET". Proposers are encouraged to submit the most competitive pricing possible because SFA will be soliciting multiple proposals from proposers to achieve the lowest possible costs for the specifications and requirements outlined in

this solicitation. If for any reason this solicitation has limited Proposer's ability to provide a competitive proposal then contact SFA as directed in the cover letter to explain.

Pricing: All products will be priced as Proposer's cost plus a fixed handling charge. Pricing submitted for all products will be net price, F.O.B. destination, full-service. The evaluated prices will be price per unit, not price per case. The unit price offered should contain four points (.0000) beyond the decimal. The extended price shall be rounded to the nearest whole cent (5 or greater shall be rounded up and 4.9 or less shall be rounded down).

Case Price: Basis for case price (cost) are current prices for the month of February in the year 2024. If product was not purchased within this date range, a manufacturer's price sheet signed by an authorized manufacturer's representative or official manufacturer confirmation letter may be used prior to the proposal opening. Prices must be entered on the "PRIME VENDOR/PARTNER MARKET BASKET". The SFA may request copies of invoices, price sheets, or confirmation letter prior to award of contract.

- a. Prices quoted shall be the NET PRICE that Proposer will pay.
- b. Cost should be locked with packers/manufacturer for the greatest extent of time to avoid price increases for contract duration. This date should be recorded in Good Thru Date column on "PRIME VENDOR/PARTNER MARKET BASKET"
- c. Prices shall be based on delivery to Proposer's warehouse. Freight rates shall normally be in carload or truckload quantities of straight or mixed products, except for very small volume products, which may be drop shipped. Freight arranged by Proposer will not exceed the rates established by nationally recognized common carriers.
- d. Official manufacturer confirmation letter must be maintained on file with the selected Prime Vendor/Partner for audit purposes.
- e. Allowances intended for the end user, such as, promotion allowances, billbacks, or other purchasing incentives MUST accrue to the benefit of the SFA. Evidence of such discounts or allowances will be available for audit upon request. A Proposer's invoice costs shall reflect proposal and/or promotion allowances, e.g., one free with 10, or proposal allowances, the benefits of which shall accrue to the SFA. Self-funded allowances will be expected to be on-going. **In the narrative section, explain any volume discounts or allowances which are from monies other than manufacturers or packers allowances.** Record all allowances, source of allowances, and Allowance Good Thru Dates on "PRIME VENDOR/PARTNER MARKET BASKET".
- f. Allowances, intended for the selected Prime Vendor/Partner, such as, payment arrangements or marketing dollars, shall accrue to the benefit of selected Prime Vendor/Partner.
- g. Individual product rebates may either be filed by the SFA or selected Prime Vendor/Partner, but will be paid only to the SFA. The selected Prime Vendor/Partner will provide the tracking report, if requested.
- h. Submit, with the proposal, a list of all products which:
 - i. are firm for the entire SY, calendar year, or specified period of time.
 - ii. Proposer cannot provide for SY.
 - iii. are special order include lead time.
 - iv. are purchased by Inner Company billing and/or Group Buying billing which are not normally in stock at the warehouse which services the SFA. If there is a price increase due to Inner Company or Group Buying billing, the increased price must be supported with a market bulletin(s) from an independent source; such documentation shall be maintained on file with selected Prime Vendor/Partner for audit purposes.
 - v. are Proposer processed products, such as cut up fruit/vegetables. The price of the product charged must be based on an independent market bulletin. The selected Prime Vendor/Partner shall keep the market bulletin which served as the basis for the cost and the calculation for this proposal on file for audit purposes.

When a product unit is stated as case, decimals should be carried two (.00) places. For units as pound, decimals should be carried three (.000) places. For items in a unit of each or partial case, decimals should be carried four (.0000) places. To determine a proposed unit which is less than a case, take the case cost to four places beyond the decimal (.0000). Divide case cost by the number of units in a case and round to the nearest whole cent (\$.00).

Handling Charge and Delivery: No fuel surcharge will be allowed without prior negotiation between Proposer and SFA

Allowable Costs (discount, rebate, and other applicable credit): In accordance with applicable federal regulations, for all cost reimbursable contracts awarded by the SFA:

1. In the event a cost reimbursable contract is entered into by the SFA, only allowable costs will be paid from the nonprofit school food service account to the selected Prime Vendor/Partner; net of all discounts, rebates, and other

applicable credits accruing to or received by the selected Prime Vendor/Partner or any assignee under the awarded contract.

2. The selected Prime Vendor/Partner must separately identify each cost submitted for payment to the SFA:
 - a) the amount of that cost that is allowable (i.e., can be paid from the nonprofit school food service account) and the amount that is unallowable (i.e., cannot be paid from the nonprofit food service account); or
 - b) the selected Prime Vendor/Partner must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records management process have been established that maintain the visibility and transparency of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.
3. The selected Prime Vendor/Partner determination of its allowable costs must be made in compliance with the applicable federal, state, and local regulations.
4. The selected Prime Vendor/Partner must identify the amount of each discount, rebate, and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in case of other applicable credits, the nature of the credit. The SFA may permit the selected Prime Vendor/Partner to report this information on a less frequent basis than monthly, but no less frequent than annually. The selected Prime Vendor/Partner must identify the method by which it will report discounts, rebates, and other applicable credits allocable to the contract which are not reported prior to conclusion of the contract.
5. The selected Prime Vendor/Partner must maintain documentation of costs and discounts, rebates, and other applicable credits and must furnish such documentation upon request to the SFA, the DPI, or USDA.
6. No expenditure may be made from the nonprofit school food service account that permits or results in the selected Prime Vendor/Partner receiving payments in excess of the selected Prime Vendor/Partner actual, net allowable costs.
7. *Evaluation of Rebates, Discounts, and Credits:* Proposer will be evaluated on its transparency as well as its performance and success in negotiating and returning rebates, discounts, and credits received by Proposers, other manufactures and vendor, or companies related to products and services described in this solicitation and resulting awarded contract. Any such rebates, discounts, and credits must accrue to the benefit of the SFA (see “Reference: CFR § 210.21 Procurement” below). This includes any SFA rebates, discounts, and credits which are contracted out to a third party for management, handling, payment, and/or processing.

Rebates, discounts, and credits may include but would not be limited to any amount paid by way of reduction, credit, discount, return, refund, financial incentives, price concessions, and other instruments of value (such as reduction in pricing on non-SFA related purchases where SFA purchases were considered), or other direct or indirect remuneration from manufactures/vendors or others persons that are related to, directly or indirectly influence or affect what has already been paid or will be made payable with funds from the SFA’s nonprofit food service account.

In a narrative the Proposer must:

- a) describe how it manages, reports, and negotiates rebates, discounts, and credits.
- b) provide an estimate of rebates, discounts, and credits the SFA should receive in the first year of its contract if Proposer won the contract based on estimates provided.
- c) describe what differentiates your company from other Proposers in terms of rebates, discounts, and credits.
- d) describe if rebates, discounts, and credits funds are audited by an independent auditing organization to insure they are paid in accordance with your company’s contracts and accordance with applicable federal and state requirements.

Compliance with 7 CFR § 210.21 Cost Reimbursable Contracts: selected Prime Vendor/Partner must be able to comply with 7 CFR § 210.21 Procurement. (f) Cost reimbursable contracts, which states the following:

(1) *Required provisions.* The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

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

SECTION 5: PRODUCT REQUIREMENTS

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

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

Nutrition Standards in the National School Lunch and School Breakfast Programs: All products shall conform to NSLP, SBP, and other federal and state regulated nutritional programs (including new meal patterns) in which the SFA

participates. Selected Prime Vendor will need to work with the SFA to achieve compliance with changes to program standards as they relate to products and services provided by the selected Prime Vendor to the SFA.

Product Data Sheets: The SFA requires Product Data Sheets for all food products that do not have a Standards of Identity. Product Data Sheets must be available in either print or electronic file. **Failure to provide required Product Data Sheets or approve equivalent may be grounds for termination of the contract.**

Material Safety Data Sheets (MSDS): The SFA requires MSDS for all chemicals. As required by the SFA, MSDS must be available by selected Prime Vendor/Partner in either print or electronic file. **Failure to provide MSDS may be grounds for termination of the contract.**

Ordering Procedures:

- The SFA prefers an on-line ordering process.
- If possible, selected Prime Vendor/Partner must block non-proposed products from electronic ordering systems available to the SFA.
- Ordering shall be in full-case quantities whenever possible. Broken case orders will be kept to the minimum.
- Orders will be transmitted electronically or by phone as mutually agreed upon by selected Prime Vendor/Partner and the SFA.
- Selected Prime Vendor/Partner may be required to provide assistance to SFA to set-up and utilize existing technology by providing computer software and training for on-line account management.
- Every effort must be made to implement efficient use of current computer technology and Internet capabilities for purchasing.
- Selected Prime Vendor/Partner will train selected SFA staff on use of system at no additional cost to the SFA.
- Sales to any individuals (non-SFA) using the awarded contract are strictly prohibited.
- Sales to SFA's sponsored groups using the awarded contract may be authorized only by the SFA.
- Child Nutrition Labels or Product Formulation Statements must be available for all applicable products
- All products with a Use By/Best By Date will be delivered with at least 14 days remaining.
- Mis picked or damaged items must be infrequent (< or = 1 delivery per month per site)

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

SECTION 6: STANDARD TERMS AND CONDITIONS

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

Reservation of Rights: The SFA expressly reserves the following:

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

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

Payment Method: Payment will be made directly to a selected Prime Vendor/Partner within 30 days from the End of the Month statement.

Proposer may provide incentives for early payment of invoices or delivery size incentives. These incentives will not be considered in the evaluation of the proposal but will be noted in the awarded contract.

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

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

Recordkeeping: Any and all documents, books, records, invoices, and/or quotations of SFA's purchases shall be made available, upon demand, in an easily accessible manner for a period of at least three (3) years from the end of the contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by the SFA, state, and federal representatives and auditors in accordance with federal regulations. Selected Prime Vendor/Partner must ensure any such records held by a subcontractor are likewise subject to these provisions.

Access to Records: Access shall be granted by selected Prime Vendor/Partner to the SFA, State Agency, USDA, Comptroller General of the United States, or any other duly authorized entity or any of their duly authorized representatives to any books, documents, papers, and records of selected Prime Vendor/Partner, which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions. The SFA may conduct audits to validate costs and compliance with agreement terms and conditions.

Inspection of Public Records: All information received from selected Prime Vendor/Partner shall be subject to inspection once the contract is awarded under Wisconsin Public Records Law (Wis. Stat. §§ 19.31 - 19.39).

Direct Diversion and USDA Commodity Foods and State Warehouse: The Distributor/Partner must agree to carry the direct diversion products the Coulee Group/Byer/Partner selects. Direct Diversion products could change before, after, and throughout the duration contract with the Coulee Group. The Distributor/Partner chosen will be expected to facilitate this program; including providing weekly on-line updates to the online tracking systems such as "K12" or "Processor Link" electronic inventory systems. The Coulee Group requires the Distributor/Partner to be set up as a state warehouse for USDA Food products due to the quantities of USDA commodity foods obtained by the SFA; this includes receiving, storage and delivery of these items. The selected Distributor/Partner must be familiar and adhere to the guidelines set forth by USDA for operating as a State Warehouse. The guidelines include compliance with federal and state regulations, policies and instructions issued by the Wisconsin Department of Public Instruction. Entering into the Contract with FSA shall constitute Distributor's agreement to adhere to such guidelines, currently and as they are amended by the applicable agency.

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

Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded: Proposer certifies (See attachment: "SUSPENSION AND DEBARMENT CERTIFICATION") neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Selected Prime Vendor/Partner should consult Executive Orders 12549 and 12689. For additional information, selected Prime Vendor/Partner should check <https://www.epls.gov/>, a public service site by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties which are excluded from receiving federal contracts, certain subcontracts, and certain federal financial and nonfinancial assistance and benefit.

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

State and Federally Required Contractual Provisions: Selected Prime Vendor/Partner must have obtained, and will continue to maintain during the entire term of the awarded contract, all permits, approvals or licenses necessary for lawful performance of its obligations under the awarded contract. In addition, selected Prime Vendor/Partner is responsible to abide by all applicable federal and state laws and policies of the DPI, as applicable, when providing services under the awarded contract, including but not limited to:

1. **Equal Employment Opportunity** – Selected Prime Vendor/Partner shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
2. **Labor and Civil Rights Laws** – Selected Prime Vendor/Partner shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with selected Prime Vendor/Partner performance of work under the awarded contract, selected Prime Vendor/Partner agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Selected Prime Vendor/Partner shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
3. **Duty to Protect** – Selected Prime Vendor/Partner shall not knowingly send any employee, agent or subcontractor personnel who is a registered sex offender or who has been convicted of sexual abuse to SFA’s location, building, or SFA’s property when students are attending school or a school related activity. Selected Prime Vendor/Partner shall make periodic criminal history records inquiries as authorized by State of Wisconsin enactment of the Sex Offender Registration and Community Notification Law.
4. **Alcohol, Tobacco and E-cigarette usage** – Selected Prime Vendor/Partner shall comply with all prohibitions on alcohol and tobacco use in SFA facilities and grounds pursuant to applicable federal, state, and local laws or policies. Use of alcohol, tobacco and e-cigarettes are strictly prohibited on all school property, including while in vehicles.
5. **Unauthorized Workers** – The employment of unauthorized workers by selected Prime Vendor/Partner is considered a violation of federal and state law. If selected Prime Vendor/Partner knowingly employs unauthorized workers, such a violation shall be cause for termination of the awarded contract.
6. **Clean Air Act and Energy Policy and Conservation Act** – Selected Prime Vendor/Partner shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Selected Prime Vendor/Partner shall report all violations to the SFA and to the relevant federal or state agency as appropriate.
7. **Geographical and Eco-friendly Preference** – Selected Prime Vendor/Partner shall provide information on sustainability practices. Geographical preference will be given to any distributor within 150 miles of the furthest school district or that can provide information on how they reduce the carbon foot-print of fleet beyond the geographical radius. i.e. route efficiencies, fuel modification, etc.

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

Vendor/Partner shall have a policy endorsement covering personal property of others. Should any required insurance be cancelled before the expiration date, the issuing company will mail 30-days written notice to the SFA. Selected Prime Vendor shall provide a statement of certificates of insurance from issuing company or their authorized agent with the proposal. Selected Prime Vendor/Partner shall meet the statutory requirements of the State of Wisconsin for worker's compensation coverage and employer's liability insurance.

Property Damage Liability: Upon award, selected Prime Vendor/Partner shall maintain insurance covering all owned, non-owned, and hired vehicles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence.

Comprehensive General Liability: Upon award, selected Prime Vendor/Partner shall maintain Comprehensive General Liability insurance that shall protect selected Prime Vendor/Partner and SFA from claims of bodily injury or property damage which arise from performance under the awarded contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate.

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

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

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

Dented /Defective Product Policy: Proposer must have a written policy and procedure for Dented/Defective or damaged cans, cases, and packaging that products may be in when delivered.

Coulee School Nutrition Group Annual In Service Support: Proposer agrees to support the CSN annual in service by providing a lunch meal for up to 350 participants and also providing support with speakers and training sessions.

SECTION 7: EVALUATION OF PROPOSALS

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

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

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

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

A point system will be used to evaluate and award the RFP. The point system rubric and grading criteria is listed:

Criteria	Maximum Score
<i>Mandatory Requirements</i>	
Completed: PRIME VENDOR/PARTNER MARKET BASKET	Mandatory
Completed Attachment A: PROPOSER CONTACT INFORMATION and PROPOSER REFERENCE LIST	Mandatory
Completed and signed Attachment B: INDEPENDENT PRICE DETERMINATION CERTIFICATE	Mandatory
Completed and signed Attachment C: SUSPENSION AND DEBARMENT CERTIFICATION	Mandatory
Completed and signed Attachment D: LOBBYING CERTIFICATION	Mandatory
<i>Evaluation Criteria</i>	
Total Extended Costs (including handling charges)	60 points
Performance / Ability to Service / Technical Support	15 points
Vendor Presentation	10 points
Geographical Preference and Delivery	10 points
References	5 points
Total Possible Score	100 points
<i>The bid proposal with the highest level of criteria met for each scoring category will receive the full point value for that category under the technical evaluation criteria. All other proposals will receive scores less than the full value as deemed by the Coulee School Nutrition group bid evaluation committee. Lowest possible score for each category is 0 if information is missing or incomplete.</i>	

Value	Lowest Value	>low<.25%	.25%-.50%	.50%-.75%	.75%-1%	1%-1.25%	1.25%-1.50%	1.50%-1.75%	1.75%-2%	>2%
Points	60	58	57	56	55	54	53	52	51	DQ

Price/Bid Value – Is based on total overall RFP Value; (Total Case Cost + Total Fix fee Cost – Total Incentive Value – Total Allowance Value = Total RFP Value) the maximum points awarded in this category will be **60 points**. The “Total Incentive Value” will be the total annual value of all incentives offered from the bidder for, but not limited to, drop size, label/brand, and/or delivery fee incentive. The “Total Allowance Value” will be the total annual value of all allowances provided by the manufacture to the bidder that will be offered to the buyer for items on the bid sheet. The Bidder with the lowest Total RFP Value will receive the maximum amount of points in this category. This evaluation will also include pre-award audit information if necessary. Potential Vendor/Partner must carry 90% or greater of all products on Market Basket, all Direct Diversion Items and store Brown Box items. Failing to list products on the Market Basket will alter scoring and/or result it disqualification of vendors proposal.

1. Describe detail your fee structure and additional costs, the summary breakdown should clearly delineate initial costs vs on going costs. Estimated cost should include but not limited to:
2. Identify and describe any and all other fee based related services that are available from your organization.
3. Provide complete details of your pricing methodology.
4. Are there any other costs the Coulee Group can anticipate that have not been identified in this RFP?
5. Are there additional savings the Coulee Group is not aware of?

Performance/ Ability to Service/Technical Support – 15 points.

Criteria such as shortage percentage, willingness to procure new products, availability of nutritional information, recovery of special deliveries, sales and driver representation and pricing audits will be used to determine points. Companies are asked to carry products specific for the School Nutrition Program such as Direct Diversion, whole grain rich foods, and low-sodium products; stock status on these types of items will affect award.

1. In the event something is desired that is not already offered, what is your process and what are your requirements to consider making that product available either on a stocked or special-order basis?
2. Vendor/Partner will/can stock 90% or greater of market basket products
3. Vendor/Partner that stocks the most items on market basket
4. Products can be returned and/or credited after deliveries have been completed and driver left site? What is the time window for credit?
5. Describe your organizations policy on changing the account manager, school specialist, or salesperson on an account in the event the Coulee Group asks for a different representative or if it's at the discretion of the organization.
6. Prime Vendor/Partner will carry brown box direct diversion items?
7. Selected Prime Vendor/Partner may be required to provide assistance to SFA to set-up and utilize existing technology by providing computer software and training for on-line account management.
8. Selected Prime Vendor/Partner will train selected SFA staff on use of system at no additional cost to the SFA, no less than 2 week prior to the start of the contract.
9. Who will be the Coulee Groups main contact person? School Specialist/Designee; what duties will the School Specialist or designee provide to the coulee group?
10. Selected Prime Vendor/Partner will create the groups order guide with listed items on our market basket.
11. Do you have customer service and technical support available outside of normal work hours?
12. Prime Vendor/Partner will allow for pricing audits at any time?
13. Online ordering system provides additional information such as product information, nutritional information, ingredients, recipes, order history, smart snack items, CN labels, Product formulation Statement and pricing.
14. What is your fill rate of products ordered before subs?
15. How do you handle product/service changes or discontinuations?

Vendor Presentation – 10 points.

Provide a general overview and brief history of your organization, including parent and/or subsidiary organizations, number of employees, and number of years of experience in the field related to this RFP. Describe your structure for employee and organization relationships, i.e., how many account managers, project managers, technical engineers etc.? Please include an organization chart to illustrate. This is also your opportunity to describe all requested technical support such as, online ordering system; required, online recipe creation or successful bidder if not current vendor is required to re-create current recipes, menus creation option available on vendor website, child nutrition/CN labels and Nutritional information available on the ordering system for all available products, and the ability to create an order guide and successful bidder is required to create order guide using all bid items. Finally describe the duties the School Specialist or designee will provide to the coulee group.

1. Provide your Organizations history and structure for employees and organization relationships
2. Technical supports – Online ordering, online recipes, menu creation, vendor website, item labeling, order guide
3. School Specialist/Designee; what duties will the School Specialist or designee provide to the coulee group?
4. Describe vendors experience providing Prime Vendor/Partner Service to school districts
5. Describe any and all related services or concepts that your organization offers as part of this proposal
6. Within the past seven years, has your organization been and/or is involved as a defendant in any lawsuits or administrative charges/complaints? If yes, provide a brief summary
7. State your staff turnover rate for the last three years related to the services in this RFP, including but not limited to executives, drivers, customer service, loaders, stockers.
8. In the past seven years, has your organization experienced any major debt restructures or bankruptcy proceedings? If yes, provide a brief summary.
9. What contract cancellations or non-renewals has your organization experienced over the last five (5) years? Please explain.
10. Describe your process for conducting background and reference checks on new hires including criminal checks and providing that information to the school districts.
11. Please provide three advantages you have over your competition. This is not the time to talk bad about your competition, don't tell us what they don't do, tell us what you do that is an advantage for us?

Geographic preference & Delivery Criteria Met – 10 points The CRSNGP will base point value on the bidder's location in relation to the buyer and aiding in the reduction of our carbon footprint, ability to respond to delivery shortages,

bidder's ability to provide deliveries to delivery sites at the times and locations requested at minimum once per week with a second delivery day option.

1. What if applicable, is your order minimum for free deliveries? If under, what is your fee?
2. Is a twice a week delivery cycle available for all schools in the coulee group?
3. Are you able to deliver replacements of shorted items in 24 hours or less?
4. Are you able to commit to a consistent delivery day each week?
5. Are you able to provide local products (250 mile radius of most members) from a coop of growers, produces, and processors and is flagged as local in the order guide.
6. These products must maintain their inherent characteristics, deliver all products from a loading dock within 250 miles of most members
7. What is your standard lead time from order date to delivery?
8. What is your lead time for special orders?
9. What is your normal issue resolution procedure in case of damage, mis pick, or unsuitable products?
10. Do you offer a will call option for ordering and pickup? If so, what are the hours?

List of current k12 customers for companies with a similar size and scope and Company Representation – Provide a list of all schools serviced by Proposer. From that list the CSN group will select three separate school districts to be contacted and asked a series of questions regarding performance, serviceability and recommendations. All three calls must pass the reference check to receive **5 points**.

SECTION 8: AWARD AND POST AWARD INFORMATION

Award: Contract will be awarded to the most responsive and responsible Proposer scoring the greatest number or points based on criteria described in this solicitation. Its possible for there to be a separate award for supplies.

Proposal Protest Procedures: If any Proposer who submitted a proposal has an objection to the award of the contract to the apparent Proposer with the lowest costs, the objecting Proposer shall furnish that protest, in writing, to the SFA within two (2) business days of the date of the Proposer notification of an awarded contract. The protest shall describe in detail the basis for the protest and shall request a determination under this section. If a protest is filed in a timely fashion, the SFA will review the basis for the protest and relevant facts under such terms and conditions, as the SFA considers proper. Upon completion of the review, the SFA shall submit its findings and recommendations to the SFA's board members who shall then review the matter under such terms and conditions, as deemed proper. Upon receipt of authority to act from the SFA's board members, the SFA will notify those Proposers involved of its decision. The decision shall be final and binding on the objecting Proposer.

Type of Contract: A fixed price (including all handling charges) per product will be awarded as a result of this solicitation.

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

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

Reporting: Monthly usage reports are to be provided to the SFA within the first week of the following month.

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

Non-Performance of Contract and Termination: Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other

party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:

- a) at least thirty (60) days written notice (delivered by certified mail, to each district in the Group, return receipt requested) of intent to terminate, and
- b) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

Termination for Convenience: The SFA may terminate the awarded contract prior to the expiration of the term, without cause and without penalty, upon thirty (30) days written notice to the selected Prime Vendor/Partner.

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

NOTE: Accepting a Proposer's proposal does not constitute award of the contract.

PROPOSER CONTACT INFORMATION

Proposer Name: _____
Contact Person for Orders: _____
Office Phone: _____
Cell Phone: _____
E-mail: _____

Emergency Contact Person for After/Before Hours _____
Office Phone: _____
Cell Phone: _____
E-mail: _____

Contact Person/Department: Product Information (ingredient listings and nutrient analysis)

Office Phone: _____
Cell Phone: _____
E-mail: _____

Contact Person/Department: Billing Questions, Credits, Damaged or Incorrect Products

Office Phone: _____
Cell Phone: _____
E-mail: _____

PROPOSER REFERENCE LIST

Reference One – Company Name: _____
Contact Person: _____
Office Phone: _____
E-mail: _____

Reference Two – Company Name: _____
Contact Person: _____
Office Phone: _____
E-mail: _____

Reference Three – Company Name: _____
Contact Person: _____
Office Phone: _____
E-mail: _____

LOBBYING CERTIFICATION

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts exceeding \$100,000 in federal funds

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

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

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 the undersigned shall complete and submit Standard Form LLL, DISCLOSURE FORM TO REPORT LOBBYING, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

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