

**JEFFERSON CITY SCHOOL DISTRICT  
NUTRITION SERVICES  
315 E. DUNKLIN ST  
JEFFERSON CITY, MO 65101**

**REQUEST FOR PROPOSAL**

**DATE:** May 4, 2023

The Jefferson City School District (JCSD) will be accepting bids for GROCERY, PRODUCE AND SUPPLIES for food service electronically through Siv3 through June 6, 2023. Terms and list of items are available at [https://www.jcschools.us/nutrition\\_services](https://www.jcschools.us/nutrition_services). Distributors interested in submitting a bid should contact Dana Doerhoff at 573-659-3010 for instructions. Names will be given to Josh Meller from Siv 3 who will contact your company on behalf of the JCSD to setup all requirements to make the electronic bid a viable option, prior to the bid opening. If you have any questions or concerns, please contact Dana Doerhoff at 573-659-3010. The bid will open MAY 5, 2023 at 10:00 a.m.

Bids for furnishing the Jefferson City School District with GROCERY, PRODUCE AND SUPPLIES are subject to the Instructions and General Conditions of Bidding and all other provisions listed below and will be received by the Nutrition Services Office at the above address until 4:00 P.M., Wednesday, June 14, 2023. Submitted bids will be publicly opened in the Board of Education Room, 315 E. Dunklin St., Jefferson City, MO at 2:00 P.M., Thursday, June 15, 2023. Contract award will be made prior to August 1, 2023.

**INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING**

1. Bidders must use the software provided by Siv3 on behalf of JCSD for the purpose of submitting bids. Once the electronic bid is submitted, bidders must print and sign the bid document and send to the above address **MARK RETURN ENVELOPE GROCERY, PRODUCE AND SUPPLIES by 4:00 P.M. on June 14, 2023.**
2. All questions must be submitted in writing by email to [dana.doerhoff@jcschools.us](mailto:dana.doerhoff@jcschools.us). All questions must be submitted by May 12, 2023 (by noon), and will be shared with all bidders.
3. The Jefferson City School District reserves the right to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the JCSD considers most advantageous.
4. Prices quoted shall include all freight and handling charges for delivery of the goods or services requested at the location(s) indicated in the attached sheets.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the JCSD is exempt by law. A tax exemption certificate will be furnished upon request.
6. Failure to deliver as guaranteed, or any other default by the bidder, may result in the disqualification of the bidder from future bidding.
7. Items indicating FFVP are contingent upon approval by The Department of Elementary and Secondary Education to participate in the Fresh Fruit and Vegetable Program (FFVP).
8. Items indicating NOI will be grouped by manufacturer and awarded as groups.
9. Any deviations from the specifications as stated, (i.e., escalation clause, discount for early payment) must be stated in writing and included with the bid.
10. Should bidder take exception to any terms, conditions, or specifications stated herein, such exception must be noted IN WRITING within your bid submittal and an alternate stated. Failure to so do will result in the assumption that requirements of compliance with said terms, conditions, and specification as stated will be met.

11. In case of default by the bidder, the JCSD will procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby.
12. According to section 171.181 of the Missouri State Statutes, no board member, officer or employee of the JCSD is permitted to sell or provide any of the commodities stated within this bid to the JCSD.
13. Listed are the item description, brand, and pack size for you to enter a price for this EXACT product. If your description of the item differs in any category it must be noted in the Substitution column. You must identify the item you will furnish by item description, brand, substituted pack and substituted item unit. The quantity/case and serving size must be entered for all items bid. Serving size must be entered in number of ounces or pieces per pack.

## GENERAL INFORMATION

This contract shall be for furnishing **GROCERY, PRODUCE AND SUPPLIES** on a weekly basis to the individual twelve elementary schools and twice per week to the five secondary schools from August 1, 2023 through July 31, 2024. Deliveries are required Monday through Friday between 6:00 A.M. and 1:30 P.M. unless otherwise approved and coordinated between the Director of Nutrition Services and the successful bidder. Deliveries shall only be made during school calendar scheduled days. See attachment C of school addresses and attachment D school calendar.

## TIMELINE

- Request for Proposals issued: 5/5/23
- Questions due (by noon) 5/12/23
- Proposals due (by 4:00 P.M.) 6/14/23
- Bid opening at 2:00 P.M. 6/15/23
- Evaluation & Responses 6/15-7/7/23
- Submit for Board of Education approval 7/13/23
- Notice of Board Action 7/20/23
- Effective Start Date 8/1/23

## BID QUESTIONS

Inquiries or questions about the bid or specifications should be sent to:

Dana Doerhoff

E-mail: [dana.doerhoff@jcschools.us](mailto:dana.doerhoff@jcschools.us)

All questions or request shall be submitted in writing. A list of questions received and replies will be added to [www.jcschools.us](http://www.jcschools.us) and sent to interested bidders. Replies may be issued by addendum.

## CONTRACT SCHEDULE

The contract shall be for the period of one (1) year - August 1, 2023 thru July 31, 2024.

Upon successful completion of initial one-year contract, the JCSD and the provider may enter into a renewal for three (3) successive years and may negotiate prices based on Consumer Price Index.

## **FOOD AND SUPPLY CONDITIONS**

1. It is the intent of this bid to award items to distributors/vendors based on the following groups and selection criteria. Items will be awarded by line-item to the top two distributors/vendors. Distributors/vendors will be scored using the scoring criteria on page 8 to determine the top two distributors/vendors and then awarded based on specifications met and lowest price.
  - Group A – All Food Items – Entrée items (meats, grains, etc.) and canned/frozen fruits and vegetables, spices etc.)
  - 
  - Group B - Non-food Supplies, etc.
  - Group C - Produce – will not be awarded to a signal distributor/vendor, unless prices are guaranteed for the entire school year. If market value is noted then pricing will be checked throughout the year and purchased from distributor that is most advantageous to the district.
2. Bids scored using a ranking system will include, but may not be limited to, the following criteria: (See page 8 for further details.)
  - Price per unit; lowest, intermediate and highest price.
  - Product specifications met; vendor/bidder meets requested specifications.
  - Service & Delivery; appropriate, thorough and comparable business references (see page 10), ability to accept orders through Siv3, ability to meet requested ordering and delivery criteria.
  - Bid responsiveness; percent of items bid, evaluation of qualitative questions (see attachment D), requested resources provided (eg labels, and/or samples if items bid is an alternative item to preferred brand,) possession of the experience, facilities, reputation, financial resources, and other factors necessary to successfully fulfill the terms of the contract.
  - Overall Qualifications; items guaranteed for the year, required licensing, and prior experience and working relationship with JCSD.
3. Quantities provided on bid form are the District's expected requirements for the 2023-2024 school year; however, the district reserves the right to increase or decrease the total quantities for the contract period as needed to meet actual demand.
4. Average Daily Participation is 6,000 for lunch and 3,700 for breakfast. JCSD enrollment is approximately 8,500.
5. The JCSD has the right to order an item from another vendor if the successful vendor cannot provide an item or is late in delivery.
6. The JCSD reserves the right to purchase products outside of the contract.
7. Bid pricing on new items may be requested at any time throughout the contract period. The vendor has 5 business days to solicit bid pricing from the manufacturer and provide the JCSD with the price.
8. A Child Nutrition (CN) label and/or ingredients label must be available for all items bid. If alternate product is bid and CN label and/or ingredients label is not furnished upon bid return, the vendor will be deemed non-responsive and ranked lower on scoring for each product.
9. No bid will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to JCSD upon any debt or contract, or is a defaulter, as surety or otherwise, upon any obligation to JCSD, or has failed to perform faithfully any previous contract with JCSD.
10. A bidder may be ruled "Non-Responsive" based upon bidders unacceptable past performance which may include, but not limited to: partial deliveries, late deliveries, products not meeting specs, unacceptable rate of substitutions, poor quality of delivered products, invoicing problems (incorrect pricing or poor invoicing practices), delivery of wrong products, etc.
11. Produce prices, unless locked in for the year, will not be taken into consideration in final award. Expiration date of price on product must be noted on bid in order to receive ranking for year-long lowest price. Although produce bid price may not be taken into consideration, to comply with federal regulation, vendor must supply pricing and date of

expiration of price, as well as guarantee availability of product. Farm to school options are being pursued at this time.

12. Listed are the item description, brand, and pack size for you to enter a price for this EXACT product. If your description of the item differs in any category it must be noted in the Substitution column. You must identify the item you will furnish by item description, brand, substituted pack and substituted item unit. The quantity/case and serving size must be entered for all items bid. Serving size must be entered in number of ounces or pieces per pack. If an alternative brand is bid, vendor must furnish Nutrition Fact sheet, CN label or product formulation in lieu of CN label with bid response. If item is deemed acceptable at bid time, the vendor may be contacted and a sample must be received within 7 business days of the request. Any alternate item sample that does not perform well will be eliminated without warning and preferred brand will be awarded to the next low-cost vendor. The Director of Nutrition Services, Dana Doerhoff, or her designee, will screen equivalent products based on the following:
  - ☐ Packaging
    - ❖ CN label sent?
    - ❖ Nutrition Facts label sent?
    - ❖ Was a sample sent within 7 business days of request?
    - ❖ Does the product labeling reflect district needs and regulatory requirements?
    - ❖ Was the packaging the same as spec (bulk vs. IW)?
    - ❖ Does the packaging maintain the integrity of the product?
    - ❖ Yield/count
  - ☐ Taste
    - ❖ Flavor
    - ❖ Texture
    - ❖ Moisture
    - ❖ Standard for industry
    - ❖ How product holds
  - ☐ Appearance
    - ❖ Standard industry appearance of actual product (eg. Chicken nugget roundish, coated with golden brown appearance, or apples must be blemish and bruise free with a 5% threshold of defects)
    - ❖ Yield/serving size and serving per package provided
13. All dairy products will be delivered well chilled, not over 40 degrees Fahrenheit, and show no evidence of dirty or damaged containers, spoilage, off flavors, off odors or off colors. All other perishable or frozen products shall be delivered well chilled or hard frozen respectively, show no evidence of dirty or damaged containers, deterioration, thawing and refreezing, freezer burn or exhibit any off colors or odors. After thawing, the product shall have a general acceptable appearance and aroma and be free of rancidity and other objectionable off odors and off flavors.
14. The successful bidder shall be responsible for delivery of items in good condition at point of destination and shall file with the carrier all claims for breakage, imperfections and other losses, which will be deducted from invoices. JCSD will note, for the benefit of the successful bidder, when packages are not received in good condition and/or shortages occur. Cost of all returns shall be the responsibility of the successful bidder.
15. All deliveries shall be accompanied by delivery invoice. Invoices shall contain the following information for each item delivered: Name of Article, Item Number, Quantity, Price, Date and the Name of the successful bidder.
16. The JCSD reserves the right to inspect delivered goods. If the goods cannot be inspected at time of delivery, the successful bidder shall abide by the results of an inspection at a later time. The successful bidder agrees that any discrepancies will receive prompt attention and correction.
17. Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
18. Any products dated or coded for freshness must be delivered prior to the end of its freshness period and with a minimum of 10 days duration prior to expiration or pull date of product. Any outdated products received will be rejected and vendor will be required to credit the value of these products to the JCSD. The successful vendor must

supply any freshness code information to the JCSD authorized representative prior to the first product delivery of the school year and/or when there are any changes in the coding information during the bid period.

19. The successful bidder must allow internet ordering. Interfacing with current software system (Siv3) is required.
20. Successful bidder must be able to fulfill commodity processed Net Office Invoicing (NOI) orders electronically. Bidders are required to have a signed NPA (National Processing Agreement) with the USDA. Bids and Awarded contract(s) with selected Bidder(s) must comply with all applicable requirements in the NPA that govern the processing of bulk USDA Foods into finished end products listed in this solicitation. Items indicating NOI and from the same manufacturer will be awarded together.
21. Individual kitchens submit their weekly orders electronically to Nutrition Services office. Vendor orders must be accepted for processing no more than 1 week prior to delivery.
22. Prices bid are expected to remain firm for the total contract period. Bidders shall note that, should price changes occur (either up or down) during the contract period from those quoted herein, 30 days written notice must be provided to the JCSD, as well as documentation of price change from your supplier/manufacturer, before said price change will be considered to be in effect and invoices reflecting same will be honored.
23. No delivery charges or fuel charges will be allowed.
24. Contractor agrees that any employee acting on behalf of the contractor and performing duties on JCSD property will adhere to JCSD policies related to staff conduct including but not limited to: banning the use of tobacco on JCSD property, drug free workplace and activities that could be viewed as unethical or a conflict of interest. Vendors whose staff will regularly enter school buildings will background check each staff member to ensure they are not on a sexual offender or predator list. A complete list of JCSD policies can be found at [www.jcschools.us](http://www.jcschools.us) – School Board – Board Policies.
25. As an independent contractor of the JCSD, contractor will provide documentation and a sworn affidavit that all employees of the contractor are not considered unauthorized aliens as defined by federal law and are enrolled in and actively participate in a federal work program (FWAP) used to verify citizenship information of newly hired employees under the Immigration Reform & Control Act of 1986. Contractor must also sign and provide to the JCSD an affidavit indicating they do not knowingly employ any unauthorized aliens under this agreement.
26. Contractors must maintain all required records for three years after final payment and all other pending matters are closed for all negotiated contracts. Duly authorized representatives of the Local Education Agency, State Agency, United States Department of Agriculture, or Comptroller General must have access to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts.
27. The JCSD Board of Education reserves the right to discontinue purchasing from the winning bidder for:
  - Failure to provide the specific items agreed to in the bid.
  - Failure to deliver products in a timely manner.
  - Failure to provide satisfactory service or products.
  - Failure to meet all State and Local Health Codes and HACCP requirements.
  - Failure to provide products that meet the nutrition requirements of the NSLP and SBP.
28. Payment to vendors for purchases made will be submitted and processed under JCSD normal payment procedures that generally provide for the issuance of payments within 30 to 45 days subsequent to the delivery of product and/or services.
29. Successful bidder must be able to provide to the satisfaction of JCSD accurate, reliable and timely reports (invoices, statements, rebates and credits).

## **INSURANCE**

The successful bidder shall provide and maintain for the duration of the contract, insurance acceptable to and approved by the District. A Certificate of Insurance which names the District as additional insured per the following requirements is to be furnished within fifteen (15) calendar days following the notice of award, and prior to work proceeding under this contract.

### **Compensation Insurance**

The contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the contractor shall require the contractor similarly to provide Worker's Compensation Insurance all of the latter's employees unless such employees are covered by the protection afforded by the contractor. In case any class of employees engaged in hazardous work under this contract at the site of the work is not protected under the Worker's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide Employee's Liability Insurance for the protection of their employees not otherwise protected.

### **Public Liability and Property Damage Insurance**

The contractor shall take out and maintain during the life of this contract, such public liability and property damage insurance as shall protect them with any subcontractor performing work covered by this contract from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them and the limits of such insurance policies shall be no less than the maximum legal liability limits set forth in 537.610, RSMo as follows:

- Public Liability Insurance in an amount not less than \$1,000,000 single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
- Automobile Public Liability and Property Damage – The contractor shall maintain during the life of this contract, automobile public liability insurance in the amount of not less than \$2,000,000 single limit for any one occurrence and not less than \$500,000 per individual, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, team and trucks; and automobiles both on and off the site of the work.
- Owner's Contingent or Protective Liability and Property Damage - The contractor shall provide the District with proof of Owner's Protective Liability and Property Damage Insurance, which shall protect the District against any and all claims which might arise as a result of the operations of the contractor or his subcontractors in fulfilling the terms of this contract during the life of the contract. It is preferred that this policy includes a provision for alleged assault and battery. The minimum amounts of such insurance will be \$2,000,000 per occurrence, \$500,000 per individual. Should any work be subcontracted, these limits shall also apply.
- Umbrella Coverage – Umbrella coverage sufficient to meet collective requirements is acceptable.

### **Proof of Insurance**

The contractor shall furnish the District with a Certificate of Insurance which names the District as an additional insured in amounts as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall remain in effect until such time as the District as determined that the contract is complete. JCSD may demand proof of insurance at any time during the term of the contract. A failure to comply with such request shall constitute a material breach of the contract by contractor.

### **Hold Harmless Agreement**

To the fullest extent not prohibited by law, the vendor shall indemnify and hold harmless the District, its Board of Education, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of vendor, of any sub-vendor (meaning anyone, including but not limited to consultants having a contract with vendor or a sub-vendor for a part of the services), or of anyone directly or indirectly employed by vendor or by any sub-vendor, or of anyone for whose acts the vendor or its sub-vendors may be liable, in connection with providing these services. This provision does not, however, require vendor to indemnify, hold harmless or defend the District from its own negligence.

As per 2 CFR 200.321 (a) Jefferson City School District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps include: (1) Placing qualified small and minority businesses, and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in items (1) through (5) of this section.

### **BID SUBMITTAL**

Each bidder shall provide in their bid response, the following: Any bid submitted without the required information listed below may be disqualified.

Bidders must submit to JCSD:

- Bid documents through Siv3
- Signed and printed copy of bid document
- Bid Questionnaire
- Reference Form
- Signed copies of all addendums issued (if any)
- Current completed W-9 form
- Proof of Insurance and limits
- Affidavit indicating they do not knowingly employ any unauthorized aliens under this agreement
- Signed NPA (National Processing Agreement) with the USDA.

This contract may be canceled by the District upon 10 days written notice to the vendor for non-compliance with these terms, conditions, or specifications, extended delivery times, or other just cause so deemed by the District.

The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and terms stated in and in strict accordance with specifications, instructions and general conditions of bidding which have been read and understood and all of which are made a part of this officer.

**I have read the above conditions and agree to all conditions of the bid.**

Bidder's Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Tax ID \_\_\_\_\_

Email address: \_\_\_\_\_

Evaluation will be distributed on a 100-point scale as follows:

- Price by Category: 30 pts
  - 30 pts – Lowest price
  - 25 pts – Intermediate price
  - 20 pts - Highest price
- Product Specifications met: 20 pts
  - 20 pts – 90-100%
  - 15 pts – 80-89%
  - 10 pts – 70-79%
  - 5 pts – 50-69%
  - 0 pts – 0-49%
- Service & Delivery: 20 pts
  - 10 pts - Appropriate and thorough references
  - 5 pts – Accept orders through Siv3 –Kitchen K12 Force
  - 5 pts - Meets requested delivery criteria
- Responsiveness: 20 pts
  - 10 pts maximum for 100% items bid
  - 5 pts - Qualitative questions answers meet district needs
  - 5 pts - Child Nutrition nutritive information provided for alternate products
- Overall Qualifications: 10 pts
  - Percentage of products guaranteed for the year
  - Have required licensing
  - Prior experience



## **BID PROTEST PROCEDURE**

Formal protests regarding the bid AWARD must be received in writing by the Jefferson City School District within ten (10) business days after the date of the award. If the tenth day falls on a Saturday, Sunday or JCSD holiday, the period shall extend to the next business day. Protests filed regarding the bid AWARD after the ten (10) business days will not be considered.

The protest shall contain, at a minimum, the following information:

- 1) Clear indication that the communication is a formal, written protest
- 2) Name, address and phone number of the protestor
- 3) Solicitation Number
- 4) Detailed statement describing the grounds for the protest
- 5) Supporting exhibits, evidence or documents to substantiate the claim.

A timely and complete bid protest will be reviewed and decided by the Jefferson City School District. An incomplete protest or one that does not establish that the protestor has standing to challenge the award will be summarily denied. A decision addressing the merits of the protest will contain findings of fact and an analysis of the issues presented in the protest. The decision will sustain or deny the protest. If the protest is sustained, available remedies include canceling the award.

**REFERENCES:**

List three (3) Missouri School Districts that you currently are or have previously been a vendor for:

Name of School District \_\_\_\_\_

Name of Contact Person \_\_\_\_\_

Phone Number of Contact Person \_\_\_\_\_

Date of Service (Include Current Contract) \_\_\_\_\_

Annual Purchase Amount \_\_\_\_\_

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Name of School District \_\_\_\_\_

Name of Contact Person \_\_\_\_\_

Phone Number of Contact Person \_\_\_\_\_

Date of Service (Include Current Contract) \_\_\_\_\_

Annual Purchase Amount \_\_\_\_\_

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Name of School District \_\_\_\_\_

Name of Contact Person \_\_\_\_\_

Phone Number of Contact Person \_\_\_\_\_

Date of Service (Include Current Contract) \_\_\_\_\_

Annual Purchase Amount \_\_\_\_\_

## Attachment A

### **All products on which bids are submitted must conform to the USDA “Buy American Provision”.**

All commodities and products must be of domestic origin to the maximum extent practicable, as required by 7CFR Part 210.21 (d).

"Domestic commodity or product" means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (Substantially means over 51% from American products. Therefore, over 51% of the final processed product, by weight or volume, must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume.)

#### Limited Exceptions:

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing, by the vendor, for prior approval by the district, in advance of delivery.

Exceptions include:

1. The product is not produced or manufactures in the U.S in sufficient and reasonable available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

Limited exceptions to the Buy American Provision allow for the purchase of products not meeting the “domestic” standard. Before utilizing an exception, alternatives must be considered:

1. Are there other domestic sources for this product?
2. Is there a domestic product that could be easily substituted, if the non-domestic product is less expensive?
3. Am I soliciting bids for this product at the best time of year? If I contracted earlier or later in the season, would prices and/or availability change?

To be considered for the alternative or exception, the request must be submitted in writing to a designated official, in advance of delivery. The request must include the:

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

## Attachment B

### Vendor must comply with all USDA Provisions and Clauses:

- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier up to the non-Federal award.
- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- Contractor is required to recognize mandatory standards and policies related to energy efficiency which are contained in the Missouri State Energy plan dated October 2015 issued in compliance with the Energy policy and Conservation Act (PL 94-165).

## Attachment C

## Jefferson City School District

Elementary Schools	Secondary Schools
<b>Belair</b> 701 Belair Dr. Jefferson City, MO 65109	<b>Lewis and Clark</b> 325 Lewis and Clark Dr. Jefferson City, MO 65101
<b>Callaway Hills</b> 2715 State Rd. AA Holts Summit, MO 65043	<b>Thomas Jefferson</b> 1201 Fairgrounds Rd. Jefferson City, MO 65109
<b>Cedar Hill</b> 1510 Vieth Dr. Jefferson City, MO 65109	<b>Jefferson City High School</b> 609 Union Jefferson City, MO 65101
<b>East</b> 1229 E. McCarty St. Jefferson City, MO 65101	<b>Capital City High School</b> 1650 Cavalier Drive Jefferson City, MO 65109
<b>Thorpe Gordon</b> 1101 Jackson Jefferson City, MO 65101	<b>JCAC</b> 501 East Miller Street Jefferson City, MO 65101
<b>Lawson</b> 1105 Fairgrounds Rd. Jefferson City, MO 65109	
<b>Moreau Heights</b> 1410 Hough Park Jefferson City, MO 65101	
<b>North</b> 285 S. Summit Dr. Holts Summit, MO 65043	
<b>Pioneer Trail</b> 301 Pioneer Trail Dr. Jefferson City, MO 65109	
<b>South</b> 707 Linden Dr. Jefferson City, MO 65109	
<b>Southwest Early Childhood Center</b> 812 St. Mary's Blvd. Jefferson City, MO 65109	
<b>West</b> 100 Dix Rd. Jefferson City, MO 65109	

## Attachment D

# JEFFERSON CITY SCHOOL DISTRICT

## 2023 - 2024 STUDENT CALENDAR



21: School starts

AUGUST (9)				
M	T	W	TR	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

JANUARY (20)				
M	T	W	TR	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

2: Last day of Winter Break

2: Staff Work Day  
(No school for students)15: Martin Luther King, Jr. Day  
(No school)

4: Labor Day (No school)

22: Professional Development  
(No school for students)

SEPTEMBER (19)				
M	T	W	TR	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

FEBRUARY (19)				
M	T	W	TR	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

12: Professional Development  
(No school for students)

19: Presidents' Day (No school)

\*9: Staff earned day off  
(No school)

OCTOBER (21)				
M	T	W	TR	F
2	3	4	5	6
*9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

MARCH (16)				
M	T	W	TR	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	*29

25-28: Spring Break  
(No school)\*29: Staff earned day off  
(No school)10: Professional Development  
(No school for students)\*20: Staff earned day off  
(No school)21-24: Thanksgiving Break  
(No school)

NOVEMBER (16)				
M	T	W	TR	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
*20	21	22	23	24
27	28	29	30	

APRIL (21)				
M	T	W	TR	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

1: Professional Development  
(No school for students)Dec. 21 - Jan. 2:  
Winter Break (No school)

DECEMBER (14)				
M	T	W	TR	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

MAY (12)				
M	T	W	TR	F
		1	2	3
6	7	8	9	10
13	14	15	16	17*
20	21	22	23	24*
27	28	29	30	31

16: Last day of school  
(3-hr. early release day for  
students; staff work remainder  
of day)17\* & 24\*: State Track  
Championship at JCHS  
(No school; These days will not  
be used as weather make-up  
dates)27: Memorial Day (No school)  
(This day will not be used as a  
weather make-up date)

Weather Make-Up Dates:  
5/20, 5/21, 5/22, 5/23,  
5/28, 5/29

Approved by the JC Schools  
Board of Education 11.10.22

## Attachment E

### **BID QUALITATIVE QUESTIONNAIRE**

Please provide size of facilities where food and supplies are stored:

1. Refrigeration space
2. Freezer space
3. Dry storage space

Describe how the bidder determines its ability to maintain adequate product

Is the bidder able to deliver on time weekly to all locations listed in Attachment C within the times specified? Y or N

Is the bidder able to deliver weekly to all elementary and twice a week to the 5 secondary schools? Y or N

What days of the week can delivery be made?

What hours of the day can delivery be made?

How will the vendor make deliveries during a holiday week?

How will the vendor make deliveries after school breaks?

Is the bidder able to make deliveries between 7:00 AM – 1:30 PM? Y or N

How does the vendor handle inclement weather days?

Describe how the vendor in the past has interfaced with a customer ordering software?

What is the lead time needed for new items to be brought into bidder's inventory?

What is the lead time for new orders?

What is the cancelation policy for orders?

Describe your invoicing system and procedures.

Describe how deliveries are made (eg. Frozen goods taken into walk-in or curb side)

Do you allow for internet ordering? Y or N

What food safety program does the vendor follow?

How many inspections are received annually?

Explain your stock rotation policy?

Explain how substitutions will be communicated, if necessary?

How will price changes be communicated?



Do you have a Buy American Provision? Y or N, explain

Do you meet the Insurance requirements? Y or N

Does the company offer a surrounding state food show?

For items that will fluctuate with industry index, please provide public access to these indexes to provide regulatory justification.

Are food labels (CN, NF, and/or product analysis, and/or ingredient label) available with online ordering - circle all that apply.

What is the method for return of discounts, rebates, marketing points, value added items, and applicable credits?