

PARK HILL NUTRITION SERVICES

9501 N Seymour Avenue
Kansas City, MO 64153
816-359-4090

SEALED BID

Please Mark as Follows:

RFP #107-2023-24-001: Prime Vendor Bid

REQUEST FOR PROPOSAL (RFP)

Sealed Proposal due Monday, May 8, 2023 @ 2:00 PM

Description of Request for Proposal

ITEMS:	Commercially purchased food items, commodity processed foods, and non-food supplies.
TYPE OF CONTRACT:	Annual Cost Reimbursement Plus Fixed Fee
CONTRACT PERIOD:	Effective July 1, 2023 - June 30, 2024, pending BOE approval <i>with possible renewal up to four (4) additional contract years, not to extend beyond June 30, 2028.</i>
MAIL OR DELIVER PROPOSAL TO:	Park Hill School Nutrition Services Support Services Center 9501 N Seymour Avenue Kansas City, MO 64153
CONTACT:	All questions concerning RFP should be submitted in writing to Grennan Sims, Director of Nutrition Services, simsg@parkhill.k12.mo.us
TIMELINE:	Solicitation Release Date – April 3, 2023 Clarification Deadline – April 14, 2023 Proposal/Bid Opening – May 8, 2023 @ 2:00 PM Evaluation Period – May 8 – 12, 2023 Anticipated Recommendation for BOE Approval – May 17, 2023 Anticipated BOE Award – May 25, 2023 Anticipated BID Award Notification – May 26, 2023

Park Hill School Nutrition Services (also referred to as PHSNS) is accepting proposals for the purchase of grocery, commodity processed foods, and non-food supply items. Only proposals received by the date and time specified will be considered. Bidders are invited to be present at the opening of proposals to be held at the Park Hill School District Support Services Center, 9501 N Seymour Ave, Kansas City, MO 64153.

PROPOSAL: Sealed proposals must be filed no later than 2:00 PM, Monday, May 8, 2023. Proposals should include a USB drive along with a completed bid book as presented in this RFP and sent in an envelope/box with the provided return label information affixed to the outside. No faxed or e-mailed proposals will be accepted. It is the Bidder's responsibility to assure receipt of the proposal/bid materials.

Bidders must complete all sections of the proposal document and as outlined in the guidelines for completion of Section V. PRODUCT SPECIFICATIONS/MARKET BASET of this document. If you have difficulty accessing the document, please contact the Park Hill Nutrition Services office. The Product Specification Worksheet must be completed electronically; handwritten copies will not be accepted.

It is the Bidder's responsibility to verify the formulas provided in the Product Specification Worksheet total correctly. When there is an error in extension of price, the unit price shall prevail. Only one quote per item will be accepted on the original proposal. Alternate items must be noted in Product Specifications worksheet, noted as Deviations in Section I.

Contract Agreement, and submitted as an attachment. Signatures and initialed pages are required on the proposal document.

Failure to follow these instructions may disqualify the proposal for consideration.

CLARIFICATION DEADLINE: The Park Hill School District expects Bidders to accept all proposal requirements. The Bidder must raise questions regarding proposal requirements no later than April 14, 2023, 10:00 AM. Response to questions and addenda will be published on the Park Hill Website at the, bottom of the home page, under RESOURCES – Requests for Proposals. Click on Nutrition Services – Prime Vendor RFP. Bidders are responsible for monitoring site for updates throughout the proposal/bid period.

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PACKAGE IDENTIFICATION LABEL – OPTIONAL

For your convenience, you may use the label below to identify your proposal submittal. Proposals must include USB Drive with completed Product Specification sheets as presented in this RFP.

DO NOT OPEN - SEALED RFP - DO NOT OPEN

RFP #107-2023-24-001: **Prime Vendor Bid**

PROPOSAL TO BE PUBLICLY OPENED ON: Monday, May 8, 2023 @ 2:00 PM

FROM:

DELIVER TO:

Park Hill School Nutrition Services
Support Services Center
9501 N Seymour Avenue
Kansas City, MO 64153

ATTN: Grennan Sims

I. CONTRACT AGREEMENT

Note: Complete this section in INK or electronically. Cross out and initial any corrections, as necessary. DO NOT ERASE.

NAME OF ORGANIZATION: _____

NAME OF SIGNING OFFICIAL: _____

CONTACT PHONE: _____ EMAIL: _____

PROPOSAL SUBMITTAL DATE: _____

BOTTOM LINE BID FOR PRODUCTS AS FOLLOWS:

Food and Supplies Total Amount: \$ _____

Commodity Processed Foods – Net Off Invoice (NOI) Total Amount: \$ _____

Warehouse/Quantity Drop Discount, *if applicable* Percentage %: _____

Distributor shall provide a pricing source with cost plus fixed fee for the purchase of all items identified in specifications and any additional items not listed on this proposal. The cost-plus fixed fee should be good for the entire proposal period.

Delivery Fixed-Fee: _____

Bid Price: Vendor Cost + Fixed Fee *(see calculation at right)*

Invoice Cost of Merchandise
+ Freight Cost In *(if not included in Invoice Cost above)*
- Manufacturer Promotional Dollars/Discounts
= Actual Cost (Vendor Cost)

DEVIATION STATEMENT AND VENDOR ACKNOWLEDGMENT – CHECK ONE

No Deviations

Deviations from Proposal – Bidders must list and outline any exceptions to the bid terms and contract requirements. The timeline, nature, and number of deviations taken by the Bidder are among factors considered in scoring and awarding the bid.

List of Proposal Deviations: _____

Deviation from Product Specifications

List by Item #s: _____

BUY AMERICAN PROVISION

The Park Hill School District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit Nutrition Services funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially produced using agricultural commodities produced in the U.S. as provided in 7 CFR 210.21(d)."

Compliance with the Buy American Provision must be documented on the bid sheet as outlined. Any exceptions must be specifically noted and may be rejected at the discretion of Park Hill School Nutrition Services.

Suppliers must certify the percentage of U.S. content in the products supplied to us. Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted with the original proposal. After award of bid, exceptions must be requested in writing to the Park Hill Nutrition Services Director, Grennan Sims, a minimum of 7 day(s) in advance of delivery. *See details required as outlined in proposal for adherence to the Buy American Provision.*

LOBBYING CERTIFICATION

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

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

CLEAN AIR AND WATER ACT

As required by USDA, the undersigned certifies the following:

I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1990, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C.1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

CIVIL RIGHTS/ ANTI-DISCRIMINATION

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint form, (AD-3027) found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed form or letter to USDA by:

1. Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington D.C. 20250-9410
2. Fax: (202) 690-7442 or
3. Email: program.intake@usda.gov

This institution is an equal opportunity provider.

DEBARMENT AND SUSPENSION

As required by Executive Order 12549, the undersigned certifies the following:

The Bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency according to Executive Order 12549 titled Debarment and Suspension. The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted it at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.

BYRD ANTI-LOBBYING AMENDMENT

As relevant, contractors that apply or bid for an award of \$100,000 or more 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-to-tier up to the non-Federal award. (31 U.S.C. 1352)

LIMITED LIABILITY INSURANCE

During the term of this contract, the Contractor shall maintain insurance coverage with not less than the type and requirements shown below for the Park Hill School District. Park Hill School District should be listed as an "additional insured" on General Liability Policy. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability and upon awarding of this contract, certified copies of original insurance policies shall be furnished to PHSNS.

- a) Workers' Compensation with Waiver of subrogation to Park Hill Employer's Liability, including all states, and other endorsements, if applicable to the Project. Statutory and Bodily Injury by Accident: \$1,000,000 each accident. Bodily Injury by Disease: \$2,000,000 policy limit, \$300,000 each employee. Park Hill shall be named as "additional insured" on workers' compensation policy.
- b) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability \$1,000,000; Damage to premises rented to your limit, \$100,000 anyone premises, Medical expense limit \$5,000 any one person. Personal and Advertising Injury Liability. \$1,000,000 each occurrence. Limit Bodily Injury and Property Damage Combined \$300,000 Products-Completed Operations General Aggregate Limit \$2,000,000 per Job Aggregate \$1,000,000 Personal and Advertising Injury Limit. Park Hill shall be named as "additional insured" on commercial general liability policy.
- c) Automobile Liability Coverage: \$300,000 Combined Liability Limits per individual, \$2,000,000 per occurrence, Bodily Injury and Property Damage Combined. Park Hill shall be named as "additional insured" on automobile policy.

Please share these requirements with your insurance agent and have a current certificate of insurance (COI) sent to Park Hill School Nutrition Services Department, 9501 N Seymour Avenue, Kansas City, MO 64153, within 15 days of contract award.

Having carefully examined the Request for Proposal, proposal terms and conditions, specifications and the proposal forms, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this proposal document.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposal Respondent, and that the contents of this bid as to prices, terms, or conditions of said proposal have not been communicated by the undersigned, nor by any employee or agent to any other person engaged in this type of business, prior to the official opening of this proposal.

DATE: _____

SIGNATURE: _____

PRINTED NAME: _____

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PHONE: _____

EMAIL: _____

PARK HILL SCHOOL DISTRICT OFFICIAL:

DATE: _____

SIGNATURE: _____

Grennan Sims, RD, LD
Nutrition Services Director

NOTES: Pages 3-6 should be fully completed in INK or completed electronically, or proposal may otherwise be considered non-responsive.

A signed copy of this contract agreement will be provided to the successful Bidder.

II. SCOPE OF PROPOSAL

District Overview

The Park Hill School District has an enrollment of approximately 12,000 and operates 20 school kitchen sites including two (2) high schools, one (1) innovation studio serving grades 9-12, four (4) middle schools, eleven (11) elementary schools, one (1) alternative school, and an early childhood center. Deliveries include one weekly drop to each of all seven secondary sites (high schools, innovation studio, and middle schools), and one weekly warehouse drop for the thirteen remaining school sites and central warehouse. Annual prime vendor purchases are projected to be approximately \$1,800,000 for school year 2023/24.

District growth led the Park Hill School Board of Education to approve construction of Elementary School #12 with anticipated opening in the year 2025. Service for this new location shall be included with the planned weekly warehouse delivery.

The District desires to enter a long-term professional relationship with one primary Distributor. We are looking for a partner with experience, financial stability, and up-to-date technology who will provide and sustain exceptional customer service. Our objective is to obtain a reliable supply of product in a manner that is financially viable for both the District and the awarded Distributor. The goal of this proposal is to receive firm pricing and procure the highest quality products that meet district standards and the needs of our growing district. The District and awarded Distributor will utilize mutually agreed upon price adjustments based upon industry standards and best business practices to allow both parties to control costs.

This agreement will be a primary vendor one (1) year contract with renewal opportunities for four (4) additional contract years. The primary vendor should expect to receive no less than 90% of total program purchases.

The District intends to provide the Distributor with accurate, timely forecasting, and fulfill purchase of forecasted volumes to the greatest extent possible. The awarded Distributor will work in good faith with the District in all efforts related to cost savings realized as a result of the forecasting process. It is recognized that in the food supply chain process economics of scale are not the only cost opportunities that may arise. The District wishes to partner with a Distributor who may introduce other cost savings concepts that benefits both parties.

In evaluating aspects of the Proposal, the District may consider previous dealings with the Vendor, references from the Vendor customers, inspections of supplies or services provided by the Vendor, and other information the District confirms accurate regarding the Vendor, or that the District deems relevant. PHSNS will award the Proposal based on evaluation of the lowest most responsible bid using a 100-point scale, as follows:

Evaluation Factors – 100 point scale

- **51 Points – Product Specification/Market Basket Analysis* with Lowest Total Cost**
 - NOTE: Items with “No Bid” will be excluded from comparison
- **20 points – Product Line Availability**
 - 10 points – Lowest No Bid Items and/or Deviations from Product Specifications, including Missouri NOI and Buy American
 - 10 points – Lowest Special-Order Items
- **15 points – Exceptional Customer Service**
 - 10 points – Demonstrated reliability, capacity, K12 references, delivery schedule submission, etc
 - 5 points – Committed delivery to secondary locations; Capacity to offer Twilight/Key Drop Deliveries
- **10 points – Compliance** with all proposal terms as indicated
- **4 points – Warehouse/Quantity Drop Discount**

* The Market Basket Analysis sample is established to represent 75% of the total estimated value of the contract to be awarded. The most recent velocity/sales report from our current supplier(s) was used to project the balance of the year and adjusted for any estimated change in menu and participation for the following year. As a result, the list of ~450 goods to be purchased under the solicitation includes the top ~75 goods purchased by dollar volume representing the 75% threshold (as highlighted in blue), plus all Net Off Invoice (INOI). Prices for the remaining 375 goods listed in the solicitation should also be included, though they will not be a part of the market basket analysis and only part of the bottom-line bid.

III. CONTRACT TERMS and CONDITIONS

A. Standard Requirements

1. Park Hill School District (PHSD) reserves the right to accept or reject all or any part of any proposal, to waive any irregularities, and to award items to best serve the interest of the District. This solicitation implies no obligation on the part of the District, nor does the District's lack of response imply an acceptance or rejection of any offer.
2. All requested information must be submitted for the proposal to be considered complete. Missing required information may preclude Bidder from evaluation.
3. Prices quoted are to be free of all federal, state and local taxes unless otherwise imposed by a governmental body and applicable to the material within the proposal.
4. Bidder represents the prices specified do not exceed the Vendor's current selling prices for the same or substantially similar items to any other purchaser, taking into account the quantity and/or service under consideration.
5. Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive. Offers of a reputable manufacturer's regularly produced product that is substantially equivalent will be considered. PHSD reserves the right to make final decisions as to comparable items.
6. Bidder must be able to provide no less than 90% of the items requested on the bid specifications list.
7. All items must be properly packed or crated to ensure delivery in good condition and in accordance with instructions listed by the manufacturer.
8. All school district properties are tobacco free. All tobacco, including smokeless tobacco, is prohibited on District property, including in company vehicles. NOTE: There are no designated areas for tobacco use.
9. All Vendor representatives shall wear appropriate attire, including ID tags identifying their name and the name of the company representing.
10. All Vendor representatives will properly/safely utilize areas for vehicle access and parking, material storage, etc.
11. Deliveries shall be F.O.B. Destination, freight prepaid. Title does not transfer to the Park Hill School District until delivery received at designated delivery site(s).

B. CORRECTION or WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Bidders guaranteeing authenticity. Proposals and modifications received after the time set for the opening will be declared late and not eligible for opening and consideration. PHSNS is not responsible for mail, courier, or other delivery methods, in-transit time, or non-delivery.

C. PROPOSAL ERRORS

If the Bidder discovers an error in the submitted Proposal prior to the date and time specified for the RFP opening, they may correct the mistake by modifying or withdrawing the Proposal. The mistake must be evident and verifiable. A Proposal error will not be considered once a purchase order or contract is issued.

D. CONTRACT PERIOD

The contract shall be effective for one full year, from July 1, 2023 through June 30, 2024, with the option to renew for up to four (4) one-year extensions, not to exceed beyond June 30, 2028.

E. CONTRACT TERMINATION

Should the District determine that it is not in its best interest to continue the contract and/or the Vendor is not performing with the provisions and intent of the Agreement, this contract may be terminated at any time by the District upon thirty (30) days written notice. Upon receipt of the termination notice, the Vendor shall have fifteen (15) working days to correct non-compliance issues. If compliance is achieved, the termination notice may be canceled.

This agreement may be terminated by the Vendor with sixty (60) days written notice for failure by the District to comply with contract terms.

F. CONTRACT IMPLEMENTATION

Deliveries to the district shall begin on or around July 1, 2023.

G. USAGE QUANTITIES

Estimated product quantities are intended only as a useful guide and do not imply guarantee on the part of the District to purchase stated quantity as a minimum or a maximum. As usage quantities do represent historical data, PHSNS authorities will make a reasonable effort to utilize projected quantities.

PHSNS will advise successful Bidder of anticipated volume increases or decreases to ensure a smooth flow of product, as well as prevent delivery shortages and Distributor overstocks.

During the term(s) of a contract awarded under this solicitation, additional purchases not included in this solicitation list may become necessary and benefit the Program.

H. AUDITS

Throughout the life of the contract, the District reserves the right to conduct audits biannually, or as needed. A maximum of twenty-five (25) items will be reviewed at each audit. Audits shall verify that the bid price and amount invoiced are in accordance with the terms of this Agreement. Vendor shall be given at least ten (10) working days advance notice to prepare any requested documents for review. In the event of an identified over-charge, an item history will be run to determine the number of cases purchased by the District. If the audit discovers five (5) or more items inconsistent with bid prices, an additional twenty-five (25) items will be audited. The successful Vendor shall promptly reimburse the District for over-charges disclosed by any such audit.

I. ORDERING SCHEDULE

An ordering schedule will be determined between the District and successful Vendor based upon the delivery schedule. Orders may be modified (either add or delete items) by the District up until 12:00 pm the day prior to delivery.

J. METHOD OF ORDERING

The successful Bidder shall provide an electronic ordering system to interface with Park Hill School Nutrition Services program software. If not currently available, the successful Vendor will work to provide an interface to the district at no cost within 30 business days of awarded contract, or as agreed upon by both parties. In the event online ordering is not working properly or otherwise inaccessible, orders shall be electronically submitted to the Vendor for data input.

K. NET OFF INVOICE (NOI)

The Proposal should include a commitment to participate in Net Off Invoice (NOI) transactions available through the United States Department of Agriculture (USDA) Donated Foods Program administered by Missouri Department of Elementary and Secondary Education (DESE).

1. Bid proposal includes specifications to secure firm fixed fee pricing for commodity NOI products.
2. Bidders shall provide a cost-plus fixed delivery fee for the purchase of all items identified on the Commodity tab. The District may request additional commodity items not listed on this proposal to be added throughout the life of the contract.
3. If the District's commodity allotment is exhausted prior to the end of the school year, the vendor will continue to provide the specified products at the "Total Cost" indicated on the Product Specifications Worksheet/Market Basket.
4. PHSNS reserves the right to omit commodity products from future bid renewals or amend the bidding structure as Federal and State commodity program changes may require.
5. Capacity to stock specified NOI items will be included in Product Line Evaluation.

L. SUBSTITUTIONS AND/OR SHORTAGES

1. The Vendor's account representative shall contact the Nutrition Services Office no later than 9:00 am two days prior to delivery to discuss shortages on the next delivery and seek approval for necessary substitutions.
2. Substitutions shall not be made without District prior approval.
3. If a substitute is necessary, the substituted item shall be the same or higher quality and priced the same or lower unit price as the original item ordered, i.e. case, pound, or piece.
4. NOTE: *Substitutions not approved will lower the fill rate as noted below.*

M. DAMAGED AND/OR LATE DELIVERIES

The District has no obligation to accept damaged shipments and reserves the right to return at the Vendor's expense damaged merchandise even if the damage was not apparent or discovered until after the receipt of the items. A credit will be issued when the merchandise is returned. The Vendor is responsible to notify the Nutrition Services Office of any late or delayed shipments. The District reserves the right to cancel all or part of an order if the shipment is not made as promised.

N. DELIVERY FAILURE

If the successful Vendor fails to deliver an order, they will take corrective action either by making a special delivery to the District or by arranging for delivery by another Vendor. The Vendor shall assume any additional costs between the price of the originally ordered items and the price from the alternative Vendor.

GOAL: At least a 98% average fill rate for all deliveries.

O. PRICE ADJUSTMENTS

1. The Vendor shall pass on to the District all promotional allowances, discounts, and manufacturer rebates in the form of lower prices. The Vendor shall inform the District of rebates that may be redeemed by the District directly and provide tracking information on usage to allow the District to take full advantage of available rebates.
2. This Proposal requests firm annual pricing. However, a midterm cost adjustment with proof of a significant manufacturer increase may be requested.
 - a. Cost adjustment requests should state the proposed new price changes, provide a copy of the manufacturer's old and new price list, and a letter/documentation indicating the necessity of the price adjustment, if available.
 - b. All proposed price adjustments with supporting documentation should be received by the Park Hill School Nutrition Director or designee by the first Monday in December of the contract year.
 - c. Agreed upon price increases will go into effect for products ordered on or after January 1 of the following year.
 - d. Price decreases will not require any proof from the manufacturer.
 - e. Mid-term price adjustments are not available for commodity Net Off Invoice (NOI) items; NOI items shall be firm for the entire term, July 1 through June 30.
3. FORCE MAJEURE – Price adjustments caused by reason of act of God, fire, flood, or other natural disaster, malicious injury, strikes, lock-outs, or other labor troubles, riots, insurrection, war or other reason of like nature not the fault of the Distributor in performing under this Agreement, shall be excused for a designated time period. The Distributor must define the "force majeure event" itself and the causal connection between a price increase and the event. The Distributor should also indicate anticipated time frame for relief of price increases.

P. BUY AMERICAN PROVISION EXEMPTION

All products on which RFPs are submitted must conform to the "Buy American Provision" of Public Law 100-237. School districts participating in the National School Lunch Program (NSLP) and in the contiguous United States are required to purchase for this program, to the maximum extent practicable, domestic commodities or products that are substantially produced and processed in the US (>51%).

1. Documentation of insufficient quantity or quality in the US or documentation that the domestic price is significantly higher than foreign price must be provided before exceptions can be approved.
2. The successful Bidder must identify all items that do not meet this provision with proposal submission by completing the "Buy American Exemption Request" included in the RFP. Country of origin on all products should be readily available from the distributor for audits.

Q. BUYING GUIDE

The Vendor shall provide a new customized online buying guide with updated prices on an annual basis to the Director of Nutrition Services and/or designee by July 1 for the following school year. This guide should include, but not be limited to, the item name, manufacturer, item number, description, purchased cost, bid/deviated cost, rebates or other applicable discounts, total cost to district, and expiration of bid/deviated cost, if applicable.

If a pack size should change due to manufacturer's revision within the year, the Vendor shall notify the Director of Nutrition Services and/or designee of the change and update the buying guide accordingly.

R. SAFETY

1. All practices, materials, supplies, and equipment shall comply with the federal occupational safety and health act, as well as any pertinent federal state and or local safety or environmental codes.
2. Safety Data Sheets (SDS) shall be provided for applicable items.
3. Successful Bidder must have systems in place to maintain a safe, high-quality program for warehousing and distribution of food, including but not limited to:
 - a. First-in, first-out (FIFO) inventory rotation system
 - b. HACCP (Hazard Analysis Critical Control Points) standard operation procedures
 - c. Cold Chain Management System
 - d. Monitoring of product shelf life to avoid short dated or expired product delivery
 - e. Products delivered free of damage
 - f. Corrective action plans
 - g. Promptly reported Supplier/FDA-initiated food recalls

NOTE: Inspection of the distribution facility, delivery trucks, and/or HACCP compliance records may be conducted.

S. FOOD RECALLS

It is the responsibility of the Vendor to notify the Director of Nutrition Services and/or designee by phone call and by email within 24 hours of the Distributor being notified by the manufacturer of a supplier/FDA recall or of an FDA/CDC public health alert that may impact goods received from the Vendor. DO NOT call or otherwise notify the individual schools regarding the recall.

The Vendor must provide the PHSNS office with specifics of the recall and the purchase history of the recalled product to identify the school(s) receiving the product, as well as any other pertinent information. The Vendor will be responsible for all costs associated with replacement of product, shipping charges, and/or product credit.

The Vendor should provide the following information:

- Specific Product Name/Description of Affected Product
- Code Identifiers (Batch, Lot, Unit Numbers, or other Code Identifiers)
- Expiration or Use By Dates
- Distribution Information – Product Origin, Distribution Dates to Supplier, Distribution Dates to District, Etc.
- Number of cases delivered to the District and to specific Sites
- Potential Health Hazard causing Recall or Alert
- Product Handling and/or Disposal Information
- Other necessary information to ensure public safety

T. Delivery Schedule

1. The Vendor must provide a delivery schedule when submitting a Proposal; dedicated trucks are preferred.
2. The schedule should include a weekly direct delivery drop to each secondary school, as well as a weekly delivery to the warehouse to include elementary, Russell Jones, Gerner, and Central Warehouse drops.
3. Twilight/Key Drop deliveries are preferred to school sites. Warehouse deliveries must be scheduled during warehouse business hours 6:00am – 2:00pm, Monday through Friday.
4. Deliveries shall be made in accordance with the frequency and hours designated in Section VII – Delivery Sites; all school site deliveries should be complete by 10:00 am to avoid lunch meal service.
5. The Vendor should provide a mechanism for the District to determine anticipated delivery times to all sites, as needed.
6. When holidays or closed dates fall on a schedule delivery day, deliveries shall be made on the next school day unless otherwise coordinated and agreed upon by PHSNS and the Distributor.
7. In the event the district cancels school due to an emergency or inclement weather, the District will communicate with the Vendor as soon as possible, as deliveries may need to be postponed and/or cancelled due to severe weather, road conditions, or other extenuating circumstances.
8. All shipments are subject to inspection and approval upon arrival at designated District locations. When key drop deliveries are made, inspection will occur within employee business hours. The Distributor will be informed of missing, incorrect product, or damaged items within 24-36 business hours and a credit or replacement will be requested.
9. The Vendor shall follow all District security procedures during deliveries.
10. Projected delivery site additions and changes are outlined in the District Overview on page 7. Additional delivery sites may be requested throughout the duration of the contract as district needs require and are subject to approval by both parties.

U. DELIVERY METHODS

1. Deliveries should be made in dual- or tri-compartment refrigerated trucks to adequately protect frozen, dry, chilled, and special care products in accordance with packer's recommendations; deliveries shall be made in such manner that reduces case shifting to minimize damaged cases/product.
2. The Vendor Driver shall deliver and off load all products to the specified area(s) inside each school site using a 2-wheel dolly or hand truck; there are no pallet deliveries to school sites. The Vendor shall provide any equipment needed to complete this process.
3. Drivers shall set merchandise into designated storage areas (dry, chilled and frozen) at each school accompanied by a designated school employee, unless key drop/twilight deliveries are made.
4. Pallet deliveries are accepted at the Warehouse location only.
5. Vendor shall deliver all orders invoiced by individual school to designated locations.
6. Elementary and other site deliveries dropped at the Warehouse will be separated by site according to invoiced items.
7. The District reserves the right to refuse delivery of any product(s) which may present with evidence of improper storage, sanitation practices, or other damage(s). Multiple occurrences may result in the cancellation of the contract if not resolved.

V. DATED PRODUCT

The District has no obligation to accept items with expiration, use by, or best by dates that have passed or will pass before the District has a reasonable time to use the product. The District reserves the right to return items

at the Vendor's expense even though the dates were not apparent or discovered until after receipt of the items. All perishable items must be delivered with a minimum 2 weeks of shelf life.

W. NUTRITIONAL INFORMATION

The Vendor is expected to supply the District with printed and/or electronic copies of nutrition analysis, ingredient lists, CN labels, and product formulation statements for all purchased food items as requested.

X. INVOICES

All deliveries shall be accompanied by an itemized invoice. The invoice shall include the school/site name and account number, product name(s), unit cost, extension, piece count, and total charges. Any damage or delivery of incorrect product shall be reported to the Vendor's account representative who shall then issue credit memos for any incorrect charges and arrange for the return of miss-shipped or deficient products.

Y. PAYMENT

Payment is processed using the invoices provided at the time of delivery. If a bill of lading or packing slip accompany delivery in lieu of invoice, the Vendor should send the invoice electronically within 36 hours of delivery. Statements of purchase must be provided monthly by the Vendor electronically to the Nutrition Services Main Office, which will be used by the District to reconcile expenditures noted on invoices. *Payment terms are net 30 days.*

Z. CUSTOMER SERVICE

The successful Bidder will have an account representative assigned to the District to be an advocate and provide exceptional customer service. The District expects to see the account representative on site as needed, as well as the following:

- Oversee all aspects of the account to maintain smooth and efficient operations while fostering a strong relationship between the District and the Vendor;
- Maintain and update buying guide with requested bid pricing;
- Communicate product needs to Distributor's buyers, as well as repeat shortages, increased menu requirements, and special order/proprietary items;
- Address District inquiries and/or issues regarding products and services, including ordering and delivery processes;
- Timely communication with District to discuss shortages, substitutions needed, and on hand inventory of proprietary items;
- Arrange for return of miss-shipped or unacceptable products and issue credit memos;
- Coordinate NOI and any rebate programs with District personnel;
- Maintain communication between the accounting department of Vendor and the District to ensure all invoices are paid and credited properly.

AA. REPORTS

The Vendor shall provide electronic unit and district aggregate reports, or provide ability for the District to obtain reports from Vendor data base, including but not limited to:

- Usage reports for a specific brand/manufacturer, during a specified time frame, to use for tracking rebates and assessing operations.
- Annual descending dollar report, listing quantity of each item purchased and the total dollar amounts expended for each item by each kitchen site, as well as a summary for each item for the entire District operation.

BB. PROPRIETARY AND SPECIAL-ORDER ITEMS

Whenever possible, the District will use a product already stocked by the Vendor, but reserves the right to request the supplier stock Proprietary and/or Special Order items. The District defines a "Proprietary Item" as an item the District expects the supplier to purchase and stock that other customers do not use. A "Special Order Item" is an item with usage of three (3) cases or less per week or may be a one-time purchase.

The District will notify the Vendor at least three (3) weeks in advance of the need for a new Proprietary or Special Order Item with quantities needed and expected monthly usage, if applicable. The Vendor will obtain bid prices for special order items and deliver as requested and agreed upon.

IV. BIDDER QUALIFICATIONS

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

- A. ACCOUNTING PRACTICES – Qualified Bidders must clearly demonstrate to District officials their capability to provide accurate, reliable and timely reports, in terms of invoices, statements, rebates, invoice price adjustments, credits and utilization reports. Bidder must be able to provide commodity net off invoice processing, account allocation drawn down, and reporting to K12 or Processor Link.
- B. CAPACITY – Bidders must clearly demonstrate they have the capacity, physically and financially, to supply items to all delivery sites in economical quantities as required.
- C. COMPUTER SUPPORT – Bidders must demonstrate ability to support the District with technology as requested.
- D. FACILITIES AND EQUIPMENT – Bidders must have adequate warehouse space to supply contracted products. Conditions for storage and delivery of chilled, frozen, and dry goods must meet recommendations from the United States Department of Agriculture Food Safety and Inspection Services (FSIS) and the United States Food & Drug Administration (FDA), including Hazard Analysis and Critical Control Points (HACCP).
- E. LIABILITY INSURANCE – Bidders shall provide proof of comprehensive liability insurance as outlined in Section I. CONTRACT AGREEMENT.
- F. PRODUCT LINE – Qualified Bidder is capable of promptly delivering items on the bid list and acquiring any peripheral items required. PHSNS is not responsible for items purchased by distributor(s) in anticipation of award.
- G. RELIABILITY – Qualified Bidder must have a proven record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices.
- H. SANITATION – Facilities and operating practices must be continuously in compliance with the U.S. Food, Drug, and Cosmetic Act, and State and local laws and must meet all requirements outlined in Section III. CONTRACT TERMS and CONDITIONS, Section R. Safety.

V. PRODUCT SPECIFICATIONS WORKSHEET/MARKET BASKET

For each item listed, the successful Bidder should include the following information on the provided worksheet:

Food and Supplies

- **Park Hill Number** – PHSNS ordering system number corresponding to the product
- **Product Description** – Identifies and lists the product name, specifications, and pack size
- **Brand or Equivalent** – Lists the acceptable brand(s) or equivalent brand
- **Manufacturer** – Identifies manufacturer's name

- **Manufacturer Code** – Manufacturer code for the product/brand specified
- **Meets Buy American Standard** – Indicate “yes” if product meets Buy American standard and “no” if it does not
- **Check if Alternate Manufacturer/Product is Proposed** – Place a check mark to indicate alternate bid (*complete only if alternate item is bid*)
- **Proposed Alternate Manufacturer and Manufacture Code** – Indicate alternate product and code being proposed (*complete only if alternate item is bid*)
- **Proposed Alternate Servings Per Case/Pack Size** – Note the correct servings per case/pack size of the alternate bid item (*complete only if alternate item is bid*)
- **SPO** – Check if product specified is considered a special-order (SPO) item
- **Vendor Code** – Indicate vendor number used to identify the product
- **Servings Per Case** – Number of servings per case as indicated by manufacturer
- **Vendor Cost** – Enter vendor cost including freight/laid in cost as defined in Contract Terms
- **Bid Allowance** – Enter any bid allowance to be subtracted from the vendor cost
- **Fixed Fee** – Enter the fixed delivery fee per case
- **Bid Unit Cost** – Vendor Cost minus – Bid Allowance plus + Fixed Fee
- **Estimated Usage** – Number forecasted cases for purchase based on historical data provided by PHSNS
- **Total Cost** – “Bid Unit Cost” multiplied by the forecast cases noted in “Estimated Usage”
- **Notes** - Indicate additional information or notes to be communicated to PHSNS.

Sum all “Total Cost” extensions to obtain a total bottom line price for this group. **Enter this number on the appropriate line in Section I to indicate a total for “Food and Supplies Bid.”**

Commodity Processed Foods – Net Off Invoice (NOI)

- **Park Hill Number** – PHSNS ordering system number corresponding to the product
- **Commodity Product Description** – Identifies the product name, specifications, and pack size
- **Brand** – Lists the acceptable brand(s)
- **Manufacturer** – Lists the manufacturer’s name
- **Manufacturer Code** – Manufacturer code for the product/brand specified
- **SPO** – Check if product specified is considered a special-order (SPO) item
- **Vendor Code** – Indicate vendor number used to identify the product
- **Servings Per Case** – Number of servings per case as indicated by manufacturer
- **Pounds of Deferral Per Case** – pounds of commodity necessary to produce the case of product
- **Vendor Cost** – Enter vendor cost including freight/laid in cost as defined in Contract Terms
- **Fixed Fee** – Enter the fixed delivery fee per case
- **Total Cost** – Vendor’s cost-plus fixed delivery fee
- **Commodity Deferral/Net Off Invoice** – Commodity dollar allowance for product subtracted from the total cost
- **Delivered Cost Per Case** – “Total Cost” minus “Commodity Deferral/NOI” amount
- **Estimated Usage** – Number forecasted cases for purchase based on historical data and processed pounds
- **Total Delivered Cost** – “Delivered Cost Per Case” multiplied by the forecast cases noted in “Estimated Usage”

Add all “Total Delivered Cost” extensions to obtain a total bottom line price for this group. **Enter this number on the appropriate line in Section I to indicate a total for “Commodity Processed Foods – Net Off Invoice (NOI).”**

VI. AWARD CRITERIA AND BID DISCLOSURE

A. AWARD CRITERIA

After the public opening of bids, the Park Hill School District will evaluate each bid based on the criteria outlined in the Scope of Proposal. Exceptions to specific bid terms must be noted as a Deviation on page 3 of the Contract Section I. Points will be awarded/deducted based on indicated evaluation factors. By submitting a proposal, the Bidder signifies understanding and acceptance of the criteria upon which their proposal will be evaluated, as well as the sole discretion of District's evaluators to determine ranking in these categories. The Bidder acknowledges the right of PHSNS to reject any deviations or bids as it deems in the best interest of the District. PHSNS will make recommendations to the BOE and officially award the bid following BOE approval.

B. BID DISCLOSURE

Only bottom-line numbers as recorded in Section I will be read at the bid opening. Bidders may be present at the bid opening. Line-item cost prices and fees are classified as "financial information" in accordance with "The Freedom of Information Act" and are not subject to public disclosure, except after a formal written petition is made to the Park Hill School Board and approved by the Park Hill Board of Education.

VII. DELIVERY SITES

Bidders must submit a delivery schedule subject to approval by the District. Below is proposed routing schedule for maximum efficiency.

- **Delivery Schedule A** = Stops listed in order of preference
 - All school site deliveries complete by 10:00 am to avoid conflict w/ lunch schedule
- **Delivery Schedule B** = One Warehouse drop

Delivery Route	Production Cafeteria Location	Delivery Day/Time A.M.
A-1	Park Hill South High School 4500 NW Riverpark Drive Riverside, MO 64152 (816) 359-4126	Monday/Twilight
A-2	Walden Middle School 4701 NW 56 th Street Kansas City, MO 64151 (816) 359-4246	Monday/Twilight
A-3	Lead Innovation Studio 7201 N Line Creek Parkway Kansas City, MO 64151 (816) 359-4136	Monday/Twilight
A-4	Lakeview Middle School 6720 NW 64 th Street Kansas City, MO 64151 (816) 359-4226	Monday/Twilight
A-5	Plaza 6 th Grade Center 6501 NW 72 nd Street Kansas city, MO 64151 (816) 359-4216	Monday/Twilight
A-6	Park Hill High School 7701 Barry Road, Kansas City MO 64153 (816) 359-4116	Monday/Twilight
A-7	Congress Middle School 8150 N. Congress Kansas City, MO 64152 (816) 359-4236	Monday/Twilight

Delivery Route	Production Cafeteria Location	Delivery Day/Time A.M.
B	Chinn Elementary 7100 NW Chatham Road Kansas City, MO 64152 (816) 359-4336	Thursday AM - Warehouse Drop 9501 N Seymour Ave, KCMO 64153
B	English Landing Elementary 6500 NW Klamm Road Kansas City, MO 64151 (816) 359-4376	Thursday AM - Warehouse Drop 9501 N Seymour Ave, KCMO 64153
B	Graden Elementary 8804 NW 45 Highway Kansas City, MO 64152 (816) 359-4346	Thursday AM - Warehouse Drop 9501 N Seymour Ave, KCMO 64153
B	Hawthorn Elementary 8200 N. Chariton Avenue Kansas City, MO 64152 (816) 359-4396	Thursday AM - Warehouse Drop 9501 N Seymour Ave, KCMO 64153
B	Hopewell Elementary 6801 N Line Creek Parkway Kansas City, MO 64151 (816) 359-4416	Thursday AM - Warehouse Drop 9501 N Seymour Ave, KCMO 64153
B	Line Creek Elementary 5801 NW Waukomis Drive Kansas City, MO 64151 (816) 359-4326	Thursday AM - Warehouse Drop 9501 N Seymour Ave, KCMO 64153
B	Union Chapel Elementary 7100 NW Bethel Kansas City, MO 64152 (816) 359-4316	Thursday AM - Warehouse Drop 9501 N Seymour Ave, KCMO 64153
B	Prairie Point Elementary 8101 NW Belvidere Road Kansas City, MO 64152 (816) 359-4386	Thursday AM - Warehouse Drop 9501 N Seymour Ave, KCMO 64153
B	Renner Elementary 7401 NW Barry Road Kansas City, MO 64152 (816) 359-4356	Thursday AM - Warehouse Drop 9501 N Seymour Ave, KCMO 64153
B	Southeast Elementary 5704 NW Northwood Kansas City, MO 64151 (816) 359-4366	Thursday AM - Warehouse Drop 9501 N Seymour Ave, KCMO 64153
B	Tiffany Ridge Elementary 5301 NW Old Tiffany Springs Road Kansas City, MO 64154 (816) 359-4406	Thursday AM - Warehouse Drop 9501 N Seymour Ave, KCMO 64153
B	Gerner Family Early Childhood Center 8100 N. Congress Kansas City, MO 64153 (816) 359-4606	Thursday AM - Warehouse Drop 9501 N Seymour Ave, KCMO 64153
B	Russel Jones Education Center 7642 NW Waukomis Kansas City, MO 64151 (816) 359-4516	Thursday AM - Warehouse Drop 9501 N Seymour Ave, KCMO 64153

VIII. NOTICE OF NO BID DISCLOSURE

NOTICE OF NO BID ON PROPOSAL

RFP #107-2023-24-001: **Prime Vendor Grocery, Commodity Processed Foods, and Non-Food Supply Bid**

Return Via Email: simsg@parkhill.k12.mo.us

(Check below)

Our company will not submit a proposal for the reason(s) listed below but wish to remain on the vendor's list.

The product/service we represent should be listed in another category. (Specify)

Please remove our company from the vendors list for the reason(s) listed below:

EXPLANATION FOR "NO" BID ON PROPOSAL OR WISH TO BE REMOVED

Company: _____ Phone: _____

Address: _____

City, State, Zip Code: _____

E-mail Address: _____

Signature of Vendor's Representative: _____

Typed/Printed Name: _____

Title: _____ Date: _____

Thank you!

Buy American Exemption Request

Section 104(d) of the William F Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(N)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Marina Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

Distributor Name: _____
Distributor Representative: _____
EXEMPTION 1
Item Number: _____
Item Name: _____
<input type="checkbox"/> Domestic <u>cost</u> is substantially greater than foreign cost: US \$ _____ Foreign \$ _____
<input type="checkbox"/> Insufficient domestic <u>quantity</u> : Domestic Quantity _____ Quantity Ordered _____
<input type="checkbox"/> Unsatisfactory domestic <u>quality</u> : Describe Concern _____
FNS Use Only: <input type="checkbox"/> Approved <input type="checkbox"/> Denied Notes: _____
EXEMPTION 2
Item Number: _____
Item Name: _____
<input type="checkbox"/> Domestic <u>cost</u> is substantially greater than foreign cost: US \$ _____ Foreign \$ _____
<input type="checkbox"/> Insufficient domestic <u>quantity</u> : Domestic Quantity _____ Quantity Ordered _____
<input type="checkbox"/> Unsatisfactory domestic <u>quality</u> : Describe Concern _____
FNS Use Only: <input type="checkbox"/> Approved <input type="checkbox"/> Denied Notes: _____
EXEMPTION 3
Item Number: _____
Item Name: _____
<input type="checkbox"/> Domestic <u>cost</u> is substantially greater than foreign cost: US \$ _____ Foreign \$ _____
<input type="checkbox"/> Insufficient domestic <u>quantity</u> : Domestic Quantity _____ Quantity Ordered _____
<input type="checkbox"/> Unsatisfactory domestic <u>quality</u> : Describe Concern _____
FNS Use Only: <input type="checkbox"/> Approved <input type="checkbox"/> Denied Notes: _____

Buy American Exemption Request – *continued*

EXEMPTION 4
Item Number: _____
Item Name: _____
<input type="checkbox"/> Domestic <u>cost</u> is substantially greater than foreign cost: US \$ _____ Foreign \$ _____
<input type="checkbox"/> Insufficient domestic <u>quantity</u> : Domestic Quantity _____ Quantity Ordered _____
<input type="checkbox"/> Unsatisfactory domestic <u>quality</u> : Describe Concern _____
FNS Use Only: <input type="checkbox"/> Approved <input type="checkbox"/> Denied Notes: _____
EXEMPTION 5
Item Number: _____
Item Name: _____
<input type="checkbox"/> Domestic <u>cost</u> is substantially greater than foreign cost: US \$ _____ Foreign \$ _____
<input type="checkbox"/> Insufficient domestic <u>quantity</u> : Domestic Quantity _____ Quantity Ordered _____
<input type="checkbox"/> Unsatisfactory domestic <u>quality</u> : Describe Concern _____
FNS Use Only: <input type="checkbox"/> Approved <input type="checkbox"/> Denied Notes: _____
EXEMPTION 6
Item Number: _____
Item Name: _____
<input type="checkbox"/> Domestic <u>cost</u> is substantially greater than foreign cost: US \$ _____ Foreign \$ _____
<input type="checkbox"/> Insufficient domestic <u>quantity</u> : Domestic Quantity _____ Quantity Ordered _____
<input type="checkbox"/> Unsatisfactory domestic <u>quality</u> : Describe Concern _____
FNS Use Only: <input type="checkbox"/> Approved <input type="checkbox"/> Denied Notes: _____
EXEMPTION 7
Item Number: _____
Item Name: _____
<input type="checkbox"/> Domestic <u>cost</u> is substantially greater than foreign cost: US \$ _____ Foreign \$ _____
<input type="checkbox"/> Insufficient domestic <u>quantity</u> : Domestic Quantity _____ Quantity Ordered _____
<input type="checkbox"/> Unsatisfactory domestic <u>quality</u> : Describe Concern _____
FNS Use Only: <input type="checkbox"/> Approved <input type="checkbox"/> Denied Notes: _____

Please attached additional pages, as needed.

Deviations from Request for Proposal (RFP)

In detail, please list below any and all exceptions to the terms, conditions, scope and specifications listed within this proposal. Market Basket substitutions should be listed upon the Market Basket form under Notes/Changes. Please use additional pages as necessary. If agree to all terms and condition, as well as the scope and specifications, please indicate "No Exceptions" below.

Distributor: _____

Distributor Representative: _____

Section or Item Number: _____ Terms & Conditions Scope Product Specifications

Section or Item Number: _____ Terms & Conditions Scope Product Specifications

Section or Item Number: _____ Terms & Conditions Scope Product Specifications

Section or Item Number: _____ Terms & Conditions Scope Product Specifications

Deviations from Request for Proposal (RFP) – *continued*

Distributor: _____

Distributor Representative: _____

Section or Item Number: _____	<input type="checkbox"/> Terms & Conditions	<input type="checkbox"/> Scope	<input type="checkbox"/> Product Specifications

Section or Item Number: _____	<input type="checkbox"/> Terms & Conditions	<input type="checkbox"/> Scope	<input type="checkbox"/> Product Specifications

Section or Item Number: _____	<input type="checkbox"/> Terms & Conditions	<input type="checkbox"/> Scope	<input type="checkbox"/> Product Specifications

Section or Item Number: _____	<input type="checkbox"/> Terms & Conditions	<input type="checkbox"/> Scope	<input type="checkbox"/> Product Specifications

Please attached additional pages, as needed.