Lindsey Curry
Director of Food Service
2806 Matthew Drive
Sedalia, MO 65301
660-829-6475

RFP 2026 FS-02
Food Service Bakery

Proposal Due:
June 2, 2026
1:00pm

1. Background

1.1. Notice

1.1.1. Sedalia 200 School District (the "District") seeks proposals from qualified firms for Bakery products through competitive bidding. The District is responsible for managing all contracts awarded. If your firm is interested, please submit the information requested in this Request for Proposal (RFP) to the Sedalia 200 School District Central Office by 1:00 p.m. Central Standard Time on or before June 2, 2026. All information necessary for the submittal is contained in this RFP. This RFP is also available in an electronic format at: https://www.sedalia200.org/Domain/366

1.1.2. The District is an Affirmative Action-Equal Opportunity Employer that provides Equal Employment Opportunity. Women-owned enterprises and Minority-owned enterprises are encouraged to submit a proposal.

1.1.3. All bidders must complete and submit Appendix A. If a proposal is not to be submitted, please fill out the Non-Response Bid Form in Appendix C.

1.2. RFP Schedule

1.2.1. Issue RFP: May 4, 2026

1.2.2. Bids due: June 2, 2026 by 1:00 p.m.

1.2.3. Bid Acceptance: June 22, 2026

2. Requested Items

2.1. Type of items requested:

2.1.1. A resulting agreement is intended to cover items in the following categories: Bakery products for use in the day-to-day operations of the District's Nutrition Services program.

2.1.2. Buy American- 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 manufactured 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.

2.2. Locations:

2.2.1. Building location list is provided in Appendix B

2.3. Description of items requested:

2.3.1. Requirement and Response section is provided in Appendix D.

2.3.2. Items and their specifications are listed for comparison purposes only. Pre-approved “like” substitutes are acceptable for all items.

2.4. Project Schedule

The timeline listed below is the District's estimation of time required to complete the process. All efforts shall be made to abide by the schedule; however, it is subject to change if necessary. More detailed arrangements will be made with the winning bidder.

2.4.1. Vendor selection date: June 22, 2026
2.4.2. Vendor notification to proceed date: June 23, 2026
2.4.3. Contract start, or implementation, date: July 1, 2026

3. Scope of Services

The District operates 9 school-oriented production sites which provide breakfast and lunch to approximately 4,849 students each day. Our schools are open from late August through the last week of May. The district does operate on a 5-day instructional week.

3.1. Bid Terms and Conditions:

3.1.1. Each bid will be made part of the public record of the District. Therefore, it is necessary that any and all information presented is accurate. If there is a discrepancy between the unit price and extended total, the price most advantageous to the district will prevail.

3.1.2. Compliance with 2.1.2 as listed above is imperative and necessary. 100% of items purchased must comply with stipulation that "over 51% of the final processed product consists of agricultural commodities that were grown domestically." For items not meeting this compliance, the product must be noted as such. Two situations may warrant a waiver to permit purchases of foreign food products:

3.1.2.1. The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, and

3.1.2.2. Competitive bids reveal the costs of a U.S. product to be significantly higher than the foreign product.

3.1.3. Appendix D- Product Bid Sheet section instructions:

3.1.3.1. For each statement listed, the bidder shall provide an answer in the Response columns A-F.

3.1.3.2. Utilize the production record for week of April 20, 2026 for pricing (included as exhibit D).

3.1.3.3. Variances in case quantities and weights must be specified in the response section.

3.2 Proposal Evaluation Categories and Weights:

3.2.1. Bidders are cautioned that proposals will be accepted and evaluated as submitted.

3.2.2. Proposals shall only be considered from firms that have been engaged in successfully providing similar services to those described in this Request for Proposal. Bidders must be able to produce evidence that they have established a satisfactory record of agreement negotiations; performed for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure they can satisfactorily deliver the services if awarded and Agreement. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the District. The evaluation process is designed to award the procurement not to the Bidder of least cost, but to the Bidder with the best combination of attributes based upon the evaluation criteria.

3.3. Contractual Terms and Conditions:

3.3.1. Auditing: Throughout the life of the agreement the district reserves the right to conduct audits once per semester. A maximum of twenty-five items will be reviewed at each audit. Audits shall verify that the bids and amount invoiced are in accordance with the terms of this agreement. Such audits will not unreasonably interfere with the conduct of the contractor's business. The contractor will be given at least 3 days advance notice in order to prepare the documents for review. The contractor shall promptly reimburse the district for any over-charges disclosed by any such audit. If non-compliance issues are found in the first twenty-five items, the district reserves the right to seek audits on another twenty-five items. If no further issues arise in the second round of audits, the audit will end. If non-compliances are discovered in the second round of audits, the district reserves the right to audit another twenty-five items. This practice will continue until twenty-five items, within a round of auditing, are found to be in total and complete compliance.

3.3.2. Contractor performance will be monitored, as required by 7 CFR 3016.36(b) (2) to monitor contractor performance to ensure compliance with all contractual requirements, including the Buy American provision. Suppliers should be prepared to provide certification (packaging information on food products, delivery invoices, and delivery receipts) as to the origin of products. The successful bidder will be able to look back far enough in the manufacturing process to be reasonable sure that any significant foreign content has been identified.

3.3.3. Safety: 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. Material Safety Data Sheets must be provided for each item as applicable.

3.3.4. Hold Harmless: The contractor agrees to protect, defend indemnify, and hold the Board of Education, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of, or relating to, any and all claims liens, demands, obligations, actions, proceedings, or causes of action, of every kind, and character in connection with, or arising directly, or indirectly out of this agreement and/or the performance hereof

3.3.5. Tax Exemptions: The district is exempt from various federal, state, and local taxes.

3.3.6. Law Governing: All agreements shall be subject to, governed by, and construed according to the laws of the state of Missouri.

3.3.7. Non-discrimination: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin or religious creed.

3.3.8. Service: The successful bidder will have an account representative assigned to the district accounts. The district feels it will be helpful if the person has some prior food service experience so they will be able to understand our needs. This representative should be

available to help the district in a variety of instances such as, but not limited to, the following:

3.3.8.1. Demonstrate new products available on the market.

3.3.8.2. Conduct trainings and workshops as requested either in person or over the internet.

3.3.8.3. Handle the district's complaints and inquiries about various products.

3.3.8.4. Resolve problems.

3.3.8.5. Timely communication with the Purchasing Supervisor to discuss shortages and needed substitutions.

3.3.8.5.1. The bidder's account representative shall contact the Purchasing Supervisor by 12:00 noon 3 days prior to delivery to discuss any shortages on that week's delivery and any substitutions that need to be made. Substitutions will not be made without District's prior approval. Substitutions will lower the fill rate.

3.3.9 Training: The successful bidder will provide initial system training to district personnel to ensure their understanding of the program and the procedures for ordering materials. Training is to be done by a qualified instructor(s) and shall provide for a predominantly "hands-on" type of instruction. The schedule of this initial training will be discussed with the winning bidder following their notification.

3.3.10. Payment: Payment is processed using the invoices provided at the time of delivery. Statements of purchase must be provided by the vendor, which will be used by the District to reconcile expenditures. Electronic payment options should be available through the District.

3.3.11. Discounts and Rebates: The supplier will pass on to the district all promotional allowances, discounts and manufacturers rebates in the form of lower prices. The supplier shall also keep the district informed of any rebates that may be redeemed by the district and provide tracking information on usage, so the district may take full advantage of all available rebates and free goods offers.

3.3.12. Technical Approach and Contract Administration: The contractor shall describe their plans and approach for accomplishing the specific work requested. The information provided shall be in enough detail to enable the District to ascertain the contractor's understanding of the effort to be accomplished and shall outline the steps in the total service proposed. Technical Proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the contractor's technical approach to delivering the services sought under the RFP.

3.3.13. Deliveries will be made daily to each school location; orders will then be placed for the next day's delivery.

3.3.14. The district has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after the receipt of the items. When the merchandise is returned a credit will be issued. The vendor is responsible to notify the Purchasing Supervisor of any late or delayed shipments. The district reserves the right to cancel all or any part of an order if the shipment is not made as promised.

3.3.15. If the successful bidder fails to deliver in entirety, the supplier will take corrective action either making a special delivery to the district or by arranging for delivery by another vendor. The supplier shall assume any additional costs between the price of the originally ordered items and the price from the alternative vendor. At least a 99% average fill rate for deliveries is expected.

3.3.16. The bidder must be able to respond to emergency deliveries as they arise due to circumstances beyond the district's control. The district will hold these to a minimum.

3.3.17. There shall be no extra, or miscellaneous charges, i.e.- fuel surcharge, to the district for any delivery made directly to a site, regardless of case count or dollar value of the order. There also shall not be an extra charge for any delivery made outside the specified schedule. The district will monitor any chronic deterioration in the order delivery schedule and act upon the problem. The district will exercise reasonable judgment when placing small orders and will make every attempt to place correct orders each time.

3.3.18. The district defines a "proprietary item" as an item the district expects the supplier to purchase and stock. A "special order item" is an item requested for a one-time purchase. The supplier will purchase the special-order product and ship with the next scheduled delivery. Whenever possible the district will use a product already stocked by the supplier, but reserves the right to request the supplier add proprietary items to stock. The supplier agrees to do so at the discretion of the district. The district will notify the supplier 3 weeks in advance of the need for a new proprietary or special-order item, with quantities needed and monthly usage if applicable. There shall be no extra charges for buying and storing of special-order items.

3.3.19. Market Information: The bidder will provide the district with market information relating to product conditions, quality, availability, pricing trends and new products. Where appropriate, the contractor shall make recommendations for changing products to achieve financial savings or higher applicability. The district's menu shall be available to the bidder to assist in determining "best use" products and access available inventory.

3.4. Order and Delivery Terms and Conditions

3.4.1. The successful bidder will set up a delivery schedule and will make deliveries according to that schedule, barring holidays or snow days, on dedicated trucks to the attached Sites and Time Schedule.

3.4.2. If any order to a school is delivered after 2:00 p.m., the supplier will provide any overtime pay due to any of the district Nutrition Services personnel or manager. When such a situation occurs, the district will bill the supplier for the overtime involved.

3.4.3. The bidder shall deliver all individual orders invoiced by account to each location.

3.4.4. The bidder will adhere to HACCP standards, meaning, products shall be maintained at

appropriate holding temperatures throughout their staging, loading, transport, and delivery.

3.4.5. All of the bidder's facilities and delivery vehicles must conform to local, state, and federal rules and regulations regarding sanitation and are subject to inspection by district or other officials at the discretion of the district.

3.4.6. The bidder's driver will deliver and off load all products to the specified area(s) on the inside of the unit's building. The contractor shall provide any/all equipment necessary to complete this process.

3.4.7. At the time of delivery, a designated district employee shall sign the invoice once the order has been appropriately received and counted.

3.4.8. Deliveries to the district will begin after July 1, 2026 (with delivery schedule established after acceptance of agreement).

3.4.9. All deliveries will be accompanied by an itemized invoice. All invoices will include the correct bid pricing that includes the site name, district provided purchase order number, product name, unit cost, extension, piece count, and total charges. Any concealed damage or delivery of incorrect product will be reported to the supplier's account representative who will then issue credit memos for any incorrect charges and arrange for the return of miss-shipped or deficient products even if deficiencies were not readily noticeable at time of delivery. Vendor must be able to guarantee at least a 99% fill rate on all deliveries made to each school. In addition, all shortages deemed necessary to meet the menu demands of the program must be re-delivered.

3.5. Terms of Contract

3.5.1. Initial term: July 1, 2026 through June 30, 2028

3.5.2. Renewals: Renewable annually for two more years beyond the initial term stipulated in 3.5.1. First renewable term: July 1, 2028-June 30, 2029. Second renewable term: July 1, 2029-June 30, 2030.

3.5.3. After the initial twelve months, and same subsequent twelve-month periods, the prices quoted in response to this RFP may be adjusted up or down in an amount 1) mutually agreed upon in writing in advance by both parties and/or; 2) not to exceed the Consumer Price Index (CPI), appropriate for the product/commodity, as published by the United States Department Of Labor.

4. Required Insurance

4.1. Liability

4.1.1. $1,000,000 per incident (minimum)

4.1.2. $1,000,000 annual (minimum)

4.2. Workers Compensation

4.2.1.Statutory limits

4.3. Bond

4.3.1. Payment: Amount of Agreement

4.3.2. Performance: Amount of Agreement

4.4. Additional Insured

4.4.1. The District shall be named as additional insured under General Liability Policy

5. Disclosures and notifications

5.1. Conflicts of interest

5.1.1. Proposal must state whether proposer has any professional, business, or familial relationship with any current member of the Board of Education of the District or with any administrator of the District.

6. Contract Terms

6.1. **E-Verify**

6.1.1. Missouri law requires all companies doing business under contracts greater than $5,000 with government entities to attest that all their employees and subcontractor's employees are "lawfully present in the United States."

6.2. Liquidated Damages

6.2.1. The District may assess liquidated damages for work not completed as agreed upon.

6.3. Applicable Law

6.3.1. Missouri law will govern contracts entered into pursuant to this RFP.

6.4. Termination

6.4.1. This agreement may be terminated at any time by the district upon sixty days written notice, should the district determine that it is not in its best interest to continue the agreement and/or the supplier is not performing with the provisions and intent of this agreement. Upon receipt of the termination notice, the bidder shall have twenty days to correct non-compliance issues. If compliance is achieved, the termination notice may be cancelled. This agreement may be terminated by the bidder with sixty days written notice for failure by the district to comply with the agreement terms.

6.5. Compliance with laws and policies

6.5.1. Bidder must comply with all federal and state anti-discrimination laws.

6.5.2. All work shall meet or exceed the Americans with Disabilities Guidelines.

6.5.3. A-133 Compliance Supplement: The bidder must certify that they and their principals are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.

6.6. Background Checks

6.6.1. Contracts entered pursuant to this RFP must require that all employees who will interact in an unsupervised fashion with students will be fingerprinted and background checked under the background checks required by the District's Board Policies. Results of background checks of employees working directly with students must be provided to District. District reserves the right to refuse to allow any employee access to students if the employee completes no background check acceptable to the District.

6.7. Indemnity

6.7.1. The District will not agree to indemnify any bidder for its own negligence, for injuries or damages that do not arise from acts or omission of the District, or for injuries or damages for which the District has sovereign immunity.

6.8. Proposed Contract

6.8.1. Proposals must include a copy of proposed contracts or service agreements if available or disclose terms required by the proposer of this RFP.

7. Interpretation, Questions, Withdrawal

7.1. Interpretation

7.1.1. The District will make no oral interpretations for proposers of meaning of the terms in this RFP.

7.1.2. Requests for interpretations to the meaning of this RFP must also be made in writing to Sedalia 200 School District not later than May 20, 2026 and failure by the successful proposer to do so shall not relieve the proposer of the obligations to execute such services under a later interpretation by the school district.

7.1.3. All interpretations made to the proposers will be issued in addenda to the RFP and will be sent to all proposers.

7.2. Questions

7.2.1. Submit written questions to the following person:

Lindsey Curry
Director of Food Service
2806 Matthew Drive
Sedalia, MO 65301
660-829-6475
curryl@sedalia200.org

7.3. Withdrawal

7.3.1. Any Contractor may withdraw his proposal prior to the scheduled closing time for receipt of proposals.

7.3.2. No proposal shall be withdrawn for thirty (30) days after the scheduled closing time for receipt of proposals.

8. Proposal submission and opening

8.1. Submission

8.1.1. Submit proposals in a sealed envelope which is clearly marked "Food Service Bakery Products" and deliver to the following address and person:

c/o Lindsey Curry
Director of Food Service
2806 Matthew Drive
Sedalia, MO 65301
660-829-6475

8.1.2. Bids must be submitted only on the form provided in this bid document. Required information must be included.

8.1.3. Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened. The District is not responsible for lateness or non-delivery by the U.S. Postal Service to the District. The time and date recorded by the District shall be the official time of receipt.

8.1.4. The successful bidder shall include with the bid a complete listing of their stock book indicating all inventory items maintained in their warehouse as of the bid deadline date, including item name, pack size and order unit.

8.1.5. Bidder's Checklist: All items listed below must be included when submitting your proposal with 1 paper copy and all same documents on a jump/flash drive. All documents may be in a PDF format.

Technical Proposal ____
Features Response ____
Signed Debarment Letter ____

8.2. Opening

8.2.1. The proposals will be opened and publicly read at the following location on the following date and time:

Date: June 2, 2026
Time: 1:00 p.m.
Location: Sedalia School District 200 Central Office
2806 Matthew Drive
Sedalia, MO 65301

9. Reservation of Rights

9.1. Sedalia 200 SCHOOL DISTRICT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS AND WAIVE ANY INFORMALITY IN THE PROPOSAL OR REQUEST FOR PROPOSAL.

10. Proposal Evaluation

10.1. Award

10.1.1. The contract will be awarded to the bidder submitting the best responsible proposal complying with this RFP if the proposal is reasonable and in the best interest of the District to accept. The firm selected will be notified by phone call or email message at the earliest practical date. Non-winning bidders will be notified by email message or mailed document at the earliest practical date. The decision regarding acceptability of any firm's qualifications/proposal shall remain entirely with the District, at the District's sole discretion. The criteria for making this judgment will include but not be limited to price, demonstrated capability and general responsiveness to the RFP.

10.1.2. The District notifies all proposers that female-owned business enterprises and minority-owned business enterprises will be afforded full opportunity to submit proposals in response to this Request and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award. Proposer agrees that, should proposer be awarded this contract, proposer will not discriminate against any person who performs work under it because of race, religion, color, sex, national origin or ancestry.

10.1.3. The District reserves the right to reject any or all proposals, to waive any informalities or technical defects in proposals, and unless otherwise specified by the District, to accept any item or groups of items in the proposal, as in the best interest of the District.

10.2. Acceptance Period

10.2.1. All proposal offers must be firm for 365 days from the start of the contract on July 1, 2026.

11. Invoicing and Payments

11.1. Invoices shall be prepared and submitted in duplicate to the Sedalia 200 School District. Invoices shall contain the following information: contract account number, item number, item name & description, unit price and extended total by location serviced with a grand total at bottom. District shall receive one invoice per delivery.

12. Appendix II to Part 200- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

12.1. Successful bidder must comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

12.2. Successful bidder must comply with the Energy Policy and Conservation Act (42 U.S.C. 6201). Violations will be reported to the Federal awarding agency.

12.3. 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 Excluded Parties List System 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." The Excluded Parties List System in SAM 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.

12.4. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—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.

12.5. § 200.322 Procurement of recovered materials- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

12.6. Price Adjustment- Prices for all items included in the Vendor's bid may be adjusted annually based upon comparison of the price to an industry-wide or otherwise nationally recognized index or standard, such as the Consumer Price Index (CPI), or some other form of verifiable document. Vendor will put the District's Director of Food Service on the mailing lists for all such publications so the Director can monitor said changes. That membership will be at no cost to the District. The Vendor shall notify the District of any circumstances in which the de-escalations or reduction of the price may be justified, as provided in this clause.

Vendor shall provide written notice to the Director of any proposed adjustment form the contracted price not less than thirty (30) days prior to the proposed effective date of the requested price adjustment. That notice shall be accompanied by a copy of documentation from the supplier or other party justifying the price adjustment.

The District reserves the right to determine whether any price adjustment is in the best interests of the District. Accordingly, in the event of any requested price adjustment in the contract the District reserves the right to cancel the contract upon fifteen (15) days written notice.

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I,_____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am over twenty-one years of age; and know of the matters set forth.
2. I am employed by _____("Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify federal work authorization program regarding Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By:_____
(individual signature)

For _____
(company name)

Title:_____

Subscribed and sworn to before me on this _____day of _____, 2026___.

_____
NOTARY PUBLIC

My commission expires:

REFERENCES AND EXPERIENCE

How many years has your firm been in business? _____ years

List references and prior experience; preferably with other school districts or governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed.

School District/Business_____

Address_____

Contact Person_____ Phone#_____

Description of services performed and completion date_____

_____

School District/Business_____

Address_____

Contact Person_____ Phone#_____

Description of services performed and completion date_____

_____

School District/Business_____

Address_____

Contact Person_____ Phone#_____

Description of services performed and completion date_____

_____

Debarment Form

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name | PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s) | Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

PERSONNEL QUALIFICATIONS

Bidders are REQUIRED to provide the information below in FULL DETAIL.

Indicate the person who will be supervising project and years of experience in similar work.

Name: _____ Number of Years: _____

Type of Experience: _____

Complete the following for employees that would be working on this project. List any previous work directly relating to the scope of this project for other school districts and/or governmental agencies or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING

Appendix A

BID PROPOSAL SUBMISSION FORM – SSD 2026-FS-02 Bakery Products

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as a corporation, a partnership, an individual (circle one) to the Board of Education, Sedalia 200 School District, Missouri (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the Sedalia 200 SCHOOL DISTRICT 2026 FS-02 Bakery Products. In strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below, bidder should propose on individual base bids for specific project locations as noted below. Owner will award contract per individual base bid.
2. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

3. Bidder acknowledges receipt of the following ADDENDA: _____.

4. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

RESPECTFULLY SUBMITTED:

_____	_____
Signature	Title
_____	_____
Name (Please type or write clearly)	Date
_____	_____ _____
Company Name	Telephone Number Fax Number
_____	_____
Street	Email address
_____	_____
City, State, Zip Code	License number (if applicable)

By signing, he/she certifies that they are an authorized agent of said company and has the authority to legally enter into a binding Service Agreement.

SEAL - (if BID is by a corporation)

Appendix B

Sedalia 200 School District Addresses

Sedalia Middle School and Jr. High School are open at 6:30 a.m. and Smith-Cotton High School and the Elementary Schools are open at 7:00 a.m. for deliveries. There are to be no deliveries during the meal periods 10:30 to 1:30 and no deliveries after 2:00.

SCHOOL LOCATIONS

Loftus Early Childhood Center
2004 Tiger Pride Blvd
Lunch count 102 Breakfast count 147

Heber Hunt Elementary
600 S Warren
Lunch count 350 Breakfast count 138

Horace Mann Elementary
100 W 16th
Lunch count 233 Breakfast count 156

Parkview Elementary
1902 S New York
Lunch count 318 Breakfast count 258

Skyline Elementary
2505 W 32nd Street
Lunch count 333 Breakfast count 307

Washington Elementary
610 S Engineer
Lunch count 186 Breakfast count 112

Sedalia Middle School
2205 S Ingram
Lunch count 256 Breakfast count 165

Smith-Cotton Jr. High
312 E Broadway Blvd
Lunch count 761 Breakfast count 298

Smith-Cotton High School
2010 Tiger Pride Blvd
Lunch count 639 Breakfast count 202

Appendix C- No-Bid Response Form

This form is designed to assist the bidder in providing information necessary to confirm a "No-Bid" response. To remain potentially involved in future opportunities, the bidder should state the reasons for declining such an invitation. Please submit to Procurement after completion and required signature.

BID NAME & NUMBER: Food Service Bakery Products 2026-FS-02
Company Name:_____
Contact Person: _____
Telephone Number: _____
Fax Number: _____
E-Mail: _____

Please Note:
A no-bid response is a critical factor in remaining on the bidders list, and thus ensures future business opportunities. In addition, a no bid response demonstrates that, while you are not interested in bidding for a particular project, you are still interested in competing for future opportunities and want to stay on the prospective bidders list.

We, the undersigned have declined to submit a bid for the following reason(s):
____ Specifications are too rigid (i.e. geared toward one brand/manufacturer/service only (explain below).
____ Unable to meet deadline for responding to above bid number (IFB/RFP).
____ We do not offer this product or service.
____ Our schedule would not permit us to perform.
____ Unable to meet specifications.
____ Unable to meet Bond/Insurance requirement(s).
____ Specifications unclear (explain below).
____ Please remove us from your "Bidders List".
____ Other (specify below).
COMMENTS:
_____
_____
_____
_____
I certify that the above information is true and correct, and that no other data, fact or consideration offered or given has influenced this response.

Submitted By:_____ _____
Name (Printed) Title/Department

_____ _____
Signature Date

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Appendix D

Product	Pack Size	Manufacturer #	Estimated Annual Usage	Brand/Code Number	Pack Size	Vendor's Cost	Bid Price Per Unit	District Price Per Unit	Projected Annual Cost
WG Hotdog Bun	6/16 CT	950066	300 Cases	Bimbo Bakeries	6/16 CT	$19.91			
WG Hamburger Bun	8/12 CT	950062	900 Cases	Bimbo Bakeries	8/12 CT	$23.49			
Bread, White WG 53% Fzn	10/24 OZ	950061	300 Cases	Foodservice	10/24 OZ	$22.40			
Bread, Whole Grain	8/24 OZ	C1509	300 Cases	Good Source	8/24 OZ	$12.42			

Appendix E

FOOD SERVICE Bakery Product CONTRACT

This Agreement for goods and services (hereinafter referred to as "**Agreement**" is entered into this __ day of _____, 2026, by and between **Sedalia 200 School District** (hereinafter referred to as "**District**"), and _____**,** a company with its principal place of business at _____ (hereinafter referred to as "**Vendor**") (hereinafter collectively referred to as "**the Parties**"). In consideration of the covenants, promises, and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. VENDOR'S OBLIGATIONS

A. **Products.** Vendor shall provide bakery products required for use in the day-to-day operations of the District's Nutrition Products program (hereinafter referred to as "Products") for District. The scope of the Products shall include the Products further described in Exhibit A, Products and Line-Item Pricing, which is attached hereto and incorporated herein by reference.

B. **Scope of Work.** The following terms and conditions apply to Vendor's provision of the Products to the District:

i. **Attachments & Order of Precedence.** The District's Request for Proposals for Food Service Bakery Products (RFP 2026-FS-02) is attached hereto as Exhibit B and incorporated herein by reference. Vendor's proposed Products and Line-Item Pricing is also attached hereto as Exhibit A. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Agreement, then Exhibit B, then Exhibit A. Regarding Exhibit A, to the extent that there is a discrepancy between the unit price and extended total for a Product, the lower of the two prices shall be applied.

ii. **Deliveries.** Vendor shall deliver Products to the locations provided in Exhibit C, which is attached hereto and incorporated herein by reference. Vendor shall deliver all individual orders invoiced by account to each location. Deliveries will be made daily to each location. Orders will then be placed with mutually agreed upon lead times for the following delivery.

a. **Delivery Schedule.** Product deliveries shall begin July 1, 2026. Vendor and District will mutually agree to a delivery schedule. Vendor shall make deliveries according to that schedule, barring holidays or snow days, on dedicated trucks to the locations identified in Exhibit C. If any order to a location is delivered after 2:00 p.m., the Vendor will provide any overtime

pay due to any of the District Nutrition Services personnel or manager. When such a situation occurs, the District will bill Vendor for the overtime involved.

The District will monitor any changes to the order delivery schedule and act upon them accordingly. The District will exercise reasonable judgment when placing small orders and will make every attempt to place correct orders each time.

b. **Emergency Deliveries.** Vendor shall respond to emergency delivery requests as they arise due to circumstances beyond the District's control. The District shall endeavor to keep emergency delivery requests to a minimum.

c. **Product/Delivery Standards.** Vendor shall adhere to HACCP standards, meaning, Products shall be maintained at appropriate holding temperatures throughout their staging, loading, transport, and delivery.

d. Delivery Location Preferences. Vendor's delivery drivers shall deliver and off load all Products to the specified area(s) on the inside of each location's building. Vendor shall provide any/all equipment necessary to complete this process.

e. **Signatures.** At the time of any delivery, a designated District employee shall sign the provided invoice once the order has been appropriately received and counted, unless the delivery is a key drop delivery.

f. **Damaged Products**. The District has no obligation to accept damaged shipments and reserves the right to return at the Vendor's expense damaged merchandise even though the damage was not apparent or discovered until after the receipt of the items. When the merchandise is returned a credit will be issued. The vendor is responsible to notify the Purchasing Supervisor of any late or delayed shipments. The district reserves the right to cancel all or any part of an order if the shipment is not made as promised.

g. **Delivery Failure.** If the Vendor fails to deliver an order in entirety, the Vendor will take corrective action either 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. At least a 99% average fill rate for deliveries is expected.

iii. **Proprietary/Special Order Items.** The District defines a "proprietary item" as an item the District expects the supplier to purchase and stock. A "special order item" is an item requested for a one-time purchase. Vendor will purchase any special-order Product and ship to the relevant delivery location with the next scheduled delivery. Whenever possible the District will use a Product already stocked by Vendor, but reserves the right to request the Vendor add proprietary items to stock. The Vendor agrees to do so at the discretion of the District. The District will notify the supplier three (3) weeks in advance of the

need for a new proprietary or special-order item, with quantities needed and monthly usage if applicable. There shall be no extra charges for buying and storing of special-order items.

C. **District Contact.** Vendor shall coordinate the provision of all Products with:

Lindsey Curry
Director of Food Service
2806 Matthew Drive
Sedalia, Missouri 65301
(660) 829-6475
curryl@sedalia200.org

Or her authorized designee.

D. Vendor agrees and warrants that it is qualified, experienced, capable, and if applicable, licensed, to provide the Products set forth under this Agreement.

2. DISTRICT'S OBLIGATIONS

A. District shall compensate Vendor for Products rendered in accordance with Section 3 of this Agreement.

3. TERM AND COMPENSATION

A. Initial Term. The initial term of this Agreement shall be from July 1, 2026 through June 30, 2028.

B. Renewals. The term of this Agreement is renewable annually upon the agreement of the Parties for two additional years beyond the initial term identified in this Section 3.A. The first renewable term shall be from July 1, 2028 to June 30, 2029. Second renewable term shall be from July 1, 2029 to June 30, 2030.

C. Pricing. The District shall compensate Vendor for Products rendered in accordance with each approved invoice ("District Cost"). The total District Cost shall be the sum of (1) the cost of each Product to Vendor, plus any freight in cost not included in the cost of the Product and excluding any discounts, rebates, or manufacturer promotional dollars applicable to the Product ("Product Cost(s)"); and (2) Vendor's fixed fee as included in Vendor's response Exhibit B, which represents Vendor's operating margin and is expressed as dollars per case ("Fixed Fee"). Vendor's Fixed Fee may not be adjusted unless mutually

agreed upon in writing by the Parties.

D. **Price Adjustments.** Prices for items included in Exhibit A may be adjusted annually based upon comparison of the price to an industry-wide or otherwise nationally recognized index or standard, such as the Consumer Price Index (CPI), or some other form of verifiable document. Vendor will put the District's Director of Nutrition Services on the mailing lists for all such publications so the Director can monitor said changes. That membership will be at no cost to the District. The Vendor shall notify the District of any circumstances in which the de-escalations or reduction of the price may be justified. After the initial twelve months of this Agreement, and any subsequent twelve-month periods, the prices included in Exhibit A may be adjusted up or down in an amount 1) mutually agreed upon in writing in advance by both parties and/or; 2) not to exceed the Consumer Price Index (CPI), appropriate for the product/commodity, as published by the United States Department of Labor.

Vendor shall provide written notice to the District of any proposed adjustment from the pricing included in Exhibit A not less than thirty (30) days prior to the proposed effective date of the requested price adjustment. That notice shall be accompanied by a copy of documentation from the Vendor justifying the price adjustment.

The District reserves the right to determine whether any price adjustment is in the best interests of the District. Accordingly, in the event of any requested price adjustment, the District reserves the right to terminate the contract upon fifteen (15) days written notice.

E. **Payment Procedures.** For the Products provided under this Agreement, Vendor will be compensated based on the Products provided to the District per the attached Exhibits.

Vendor shall submit an invoice at the time of each delivery of Products to Lindsey Curry, District Director of Food Service. An invoice shall be provided for each location at which Products were provided and shall include a detailed breakdown of the quantity and cost of each Product provided, and the total cost owed by District.

Upon receipt of an invoice from Vendor, District shall have forty-five (45) days to provide payment for the same unless an objection to the amount charged is made by District. If an objection is made, the parties shall discuss the objection and attempt to reach a resolution.

i. **Price Adjustment for Substitution.** If a Product substitution is necessary, the submitted products will be priced at the rate listed in Exhibit A for the Product, unless the cost of the substituted product is lower in which case, the lower price will apply.

ii. **Miscellaneous/Extra Charges.** Vendor shall submit no extra, or miscellaneous charges, i.e.- storage charge for any items

stocked by the Vendor or fuel surcharges— to the District for any delivery made directly to a site, regardless of case count or dollar value of the order. There also shall not be any extra charges for any delivery made outside the specified schedule.

iii. **Invoice Requirements.** Invoices shall be prepared and submitted in duplicate to the Sedalia 200 School District. All invoices shall be itemized and shall include the Product pricing identified in Exhibit A unless this modified as required under this Agreement. Each invoice shall include the location site name, District provided purchase order number, contract account number, Product number(s), name(s) and description(s), unit cost(s), extension(s), piece count(s), and extended total by location serviced with a grand total at bottom. District shall receive one invoice per delivery.

4. TERMINATION.

This Agreement may be terminated at any time for any reason by the District upon sixty (60) days written notice to the Vendor. Upon receipt of the termination notice from the District, the Vendor shall have twenty (20) days to correct non-compliance issues, as relevant. If compliance is achieved, the District, at its discretion, may cancel the termination notice. To the extent the Agreement is terminated due to Vendor's failure to comply with the terms of this Agreement, the District may assess Vendor reasonable liquidated damages.

This Agreement may be terminated by the Vendor upon sixty (60) days written notice for due to District's documented failure to comply with terms of the Agreement. Vendor may also terminate this Agreement for any reason upon twelve (12) months written notice to the District.

5. INSURANCE

A. **Insurance Generally.** Vendor shall provide and maintain for the duration of this Agreement, insurance acceptable to and approved by District and provide proof of insurance upon request. Insurance provided under this Agreement shall include a Certificate of Insurance which names District as additional insured. The parties agree and understand that the District's inclusion as an additional insured on Vendor's applicable insurance policies and the insurance coverage thereby provided to District is neither intended nor required to provide coverage to District for claims from which District enjoys sovereign immunity. The applicable Certificate of Insurance listing District as an additional insured may contain specific coverage exemptions for the District from such claims. In addition, such insurance shall remain in effect until such time as District has determined that this Agreement is complete.

B. **Public Liability and Property Damage Insurance.** Vendor shall take out and maintain during the life of this Agreement, such public liability and property damage insurance policies as shall protect them and any subcontractor providing Products to District under this Agreement 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 Agreement, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The limits of such policies shall be no less than $1,000,000 per incident and $1,000,000 annually.

C. **Worker's Compensation Insurance**. Vendor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance as required by law for all of their employees providing Products to District under this Agreement, and in case any work is sublet, Vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Vendor. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Worker's Compensation Statute, Vendor shall provide and shall cause each subcontractor to provide Employee's Liability Insurance for the protection of their employees not otherwise protected.

D. **Bonds.** Vendor shall provide sufficient payment and performance bond to the District for the faithful performance of all measures included in the Contract.

6. SPECIAL CONDITIONS

A. Buy American Act Compliance. All Products provided by Vendor shall be domestic commodities or products to the maximum extent practicable, as required under 7 CFR 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.)

i. **Limited Exception/Alternatives.** Notwithstanding the foregoing, the Buy American Act provides very limited exceptions or alternatives to the requirements provided in this Section 6.A which may be approved upon request.

Exceptions include:

a. The necessary product is not produced or manufactured in the U.S in sufficient and reasonable available quantities of a

satisfactory quality; or

b. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

Before requesting or utilizing an exception, Vendor agrees to consider the following alternatives:

a. Are there other domestic sources for this product?
b. Is there a domestic product that could be easily substituted, if the non-domestic product is less expensive?
c. 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, Vendor's request shall be submitted to the District in writing for prior approval by the District in advance of delivery. The request shall include:

a. Any alternative substitute(s) that are domestic and meet the required specifications, the price of the domestic food alternative substitute(s); and the availability of the domestic alternative substitute (s) in relation to the quantity ordered; and
b. The reason(s) for the requested alternative/exception. Reasons may include, but not limited to, limited/lack of availability or price (in which case, include the prices of the domestic food product and the price of the non-domestic food product which meets the required specification of the domestic product).

Vendor performance shall be monitored, as required by 7 CFR 3016.36(b) (2) to ensure compliance with all contractual requirements, including the Buy American Act. Vendor should be prepared to provide certification (packaging information on food products, delivery invoices, and delivery receipts) as to the origin of products and agrees that it has the capability to look back far enough in the Product manufacturing process to be reasonably sure that any significant non-domestic commodity or product content has been identified.

B. **Auditing.** Vendor shall maintain accurate and complete records to document its costs in connection with this Agreement. Throughout the Term of this Agreement, the District reserves the right to conduct audits once per semester to verify that the District has been invoiced for Products in accordance with the terms of this Agreement, specifically, Exhibit A. Vendor will be given at least fourteen (14) days written notice in order to prepare the documents necessary for review. A maximum of twenty-five (25) items will be reviewed at each audit. Such audits will not unreasonably interfere with the conduct of Vendor's business. If necessary, District and Vendor shall promptly agree to payment adjustments with respect to over charges or under charges revealed by the audit. Payment by either party for any uncontested adjustments determined to be necessary based on the audit findings will be processed within thirty (30) days. Any monies due to District following the audit process shall be offset by all monies due to Vendor, unless monies due to District exceeds the amount due to Vendor, in which case

Vendor shall pay the excess. If non-compliance issues are found in the first twenty-five (25) items audited, the District reserves the right to seek audits on another twenty five (25) items. This practice will continue until twenty-five (25) items, within a round of auditing, are found to be in total and complete compliance at the District's discretion. Once an audit round reveals complete compliance, or at the District's preference, the audit will end. Only Vendor and District personnel will participate in any audit and the Parties agree that the information provided shall remain confidential.

C. **Safety.** All practices, materials, supplies, and equipment utilized by Vendor in performance of this Agreement shall comply with the federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes. Material Safety Data Sheets must be provided for each item as applicable.

D. **Tax Exemption.** Vendor agrees and understands that District is exempt from various federal, state, and local taxes.

E. **Communication.** Vendor agrees that its assigned account representative shall assist the District by providing assistance as needed, including, but not limited to providing the following service as requested:

i. Demonstrating new products available on the market.
ii. Conducting trainings and workshops as requested either in person or over the internet.
iii. Handling District complaints and inquiries about various products and resolving issues.
iv. Timely communicating with the District Purchasing Supervisor to discuss shortages and needed substitutions. Vendor's account representative shall contact the District's Purchasing Supervisor by 12:00 PM (noon) three (3) days prior to each delivery to discuss any shortages on that week's delivery and any substitutions that need to be made. Substitutions will not be made without District's prior approval. Substitutions will decrease the fill rate.

F. **Discounts and Rebates.** Vendor will pass on to the District all allowances, discounts and manufacturers rebates in the form of lower prices. The Vendor shall also keep the District informed of any rebates or coupons that may be redeemed by the District and provide tracking information on usage, so the District may take full advantage of all such available rebates and free goods offers.

G. **Damaged Products.** The District shall have no obligation to accept damaged Products and reserves the right to return, at the Vendor's expense, damaged Products even though the damage was not apparent or discovered until after the receipt of the Products. When the Products are returned, a credit will be issued. The Vendor is responsible for notifying the District

Purchasing Supervisor of any late or delayed shipments. The District reserves the right to cancel all or any part of an order if the shipment is not made as promised.

H. **Failed Deliveries.** If Vendor fails to deliver any District order in its entirety, Vendor will take prompt corrective action by either making a special delivery to the District or by arranging for delivery by another vendor. Vendor shall assume any additional costs between the price of the Products originally ordered by the District and the price from the alternative vendor.

I. **Selected Purchases.** The District reserves the right to make selected purchases with other vendors in a "special buy" situation, meaning if another vendor has a bulk pallet purchase with a lower case price than provided by Vendor, the District reserves the right to purchase the pallet at the lower price.

J. **Nutritional Information.** Vendor shall supply the District with printed copies of nutritional analysis as requested and for any new and/or substitution Products.

K. **Sanitation Requirements.** All of the Vendor's facilities and delivery vehicles must conform to local, state, and federal rules and regulations regarding sanitation and are subject to inspection by District or other officials at the discretion of the District.

L. **Background Checks**. Vendor shall provide to District two types of background checks for employee or subcontract employee who may interact in unsupervised fashion with any District student. These two checks are: Missouri Child Abuse or Neglect/Criminal Record Check; and, Missouri State Highway Patrol Criminal Record Check.

i. Vendor will submit these required background checks to District within 14 days of execution of this Agreement. All background checks are required to be on file with District prior to Vendor providing Products to District. All background check documentation shall be delivered to District's central office. District will notify Vendor of approved and unapproved background checks.

ii. It shall be the responsibility of Vendor to ensure all of its employees and subcontractors are in compliance with District access security requirements.

M. **Compliance.** Vendor shall adhere to all of District's rules, regulations, policies, and procedures when engaged in the performance of this Agreement, including but not limited to Board Policies, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g) (FERPA), 45 CFR §§ 160 and 164 ("HIPAA Privacy Rule"), if applicable, Section 504 of the

Rehabilitation Act of 1973, the Individuals with Disabilities Education Act, and all civil rights laws as applicable.

N. **Relationship of the Parties.** District and Vendor are acting herein as independent contractors and independent employers. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect. Vendor and any person employed by or conducting business with District shall not be a partner, employee, agent or joint venturer of District.

O. **E-Verify.** "Within 7 days of the execution of this Agreement, Vendor shall provide to District an affidavit of compliance with E-Verify rules including a notarized statement that Vendor has enrolled in and is currently participating in E-Verify or an equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA) and that Vendor does not knowingly employ any person who is an unauthorized alien in conjunction with the Products being provided under this Agreement.

P. **Anti-Discrimination Against Israel Act.** To the extent that § 34.600, RSMo. applies to this Agreement, Vendor hereby certifies pursuant to said statute that it is not currently engaged in and shall not for the duration of this Agreement engage in a boycott of goods or services from: the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or, persons or entities doing business in the State of Israel.

Q. **Federal Compliance.** Vendor certifies that it and its principals are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.

R. **Other Federal Requirements**.

i. Vendor must comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
ii. Vendor must comply with the Energy Policy and Conservation Act (42 U.S.C. 6201). Violations will be reported to the Federal awarding agency.

7. GENERAL PROVISIONS

A. Entire Agreement – This Agreement contains the entire Agreement of the Parties, superseding all other representations, inducements, promises, or agreements between them, oral or otherwise, prior to or contemporaneous, pertaining to the

Products called for under this Agreement.

B. Non-Waiver – No failure of either party to exercise any power or right this Agreement gives or to insist upon compliance with any obligation under this Agreement, and no custom or practice of the Parties that varies from the terms of this Agreement shall waive either party's right to demand full compliance with this Agreement.

C. Severability – In the event any court holds one or more clauses of this Agreement void or unenforceable, the Parties shall treat the clause or those clauses as separate and shall treat the remainder of this Agreement as valid and in full force and effect.

D. Governing Law, Jurisdiction and Venue – This Agreement shall be governed and interpreted in all respects according to the laws of the State of Missouri. In the event either party must bring a legal or equitable action to enforce any of its rights under this Agreement, the venue for such actions shall be the Circuit Court of Jackson County, Missouri.

E. Indemnification – Vendor shall defend, hold harmless and indemnify District, its governing Board, officers, agents, and employees from every claim, demand, loss and expense which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, caused by any negligent act or omission, or willful misconduct, of Vendor or any person, firm or corporation, employed by Vendor, including any subcontractors, in connection with Vendor's performance under this Agreement.

F. Sovereign Immunity. Nothing in this Agreement shall constitute any waiver of District's sovereign immunity for lawsuits, pursuant to Missouri law, including, but not limited to Section 537.600 et seq., of the Missouri Revised Statutes.

G. Assignment & Subcontracting – Vendor may not assign, subcontract, or transfer any of its rights burdens, duties, or obligations under this Agreement without the written consent of the District.

H. Counterparts – This Agreement may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Agreement. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Agreement.

I. Fax Signatures – For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered an original signature, and the documents transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or telecopy document is to be re-

executed in original form by the parties who executed the facsimile or telecopy document. No party may raise the use of a facsimile machine or telecopier or the fact that a signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement to this Agreement or any amendment or other document executed in compliance with this paragraph.

J. Force Majeure – In the event it should become impossible for either party to perform its obligations under this Agreement at any time or times because of Acts of God, government restriction, unavailability of fuel, parts, or supplies, fire, riot, war, civil commotion, or any similar conditions, the party shall be excused from performance; provided that such nonperformance is not due to the party's own fault or negligence.

IN WITNESS WHEREOF, the Parties' authorized representatives have signed this Agreement on the dates set forth opposite their names.

SEDALIA 200 SCHOOL DISTRICT

BY: _____

PRINT NAME: _____

PRINT TITLE: Board President

ATTEST BY: _____

PRINT NAME: _____

PRINT TITLE: Board Secretary

AWARDEE

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

Exhibit A
PRODUCTS AND LINE-ITEM PRICING

Exhibit B
DISTRICT'S RFP

Exhibit C

Delivery Locations

Sedalia 200 School District Addresses

Sedalia Middle School and Jr. High School are open at 6:30 a.m. and Smith-Cotton High School and the Elementary Schools are open at 7:00 a.m. for deliveries. There are to be no deliveries during the meal periods 10:30 to 1:30 and no deliveries after 2:00.

SCHOOL LOCATIONS

Loftus Early Childhood Center
2004 Tiger Pride Blvd

Heber Hunt Elementary
600 S Warren

Horace Mann Elementary
100 W 16th

Parkview Elementary
1902 S New York

Skyline Elementary
2505 W 32nd Street

Washington Elementary
610 S Engineer

Sedalia Middle School
2205 S Ingram

Smith-Cotton Jr. High
312 E Broadway Blvd

Smith-Cotton High School
2010 Tiger Pride Blvd