

REQUEST FOR PROPOSAL (RFP) FOR THE SUPPLY  
AND DELIVERY OF FRESH PRODUCE ITEMS

DISTRICT OF COLUMBIA CHILD NUTRITION PROGRAMS

Friendship Public Charter Schools

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## SECTION A: COVER PAGE – REQUEST FOR PROPOSAL (RFP)

RFP #: \_\_\_\_\_

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

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

**Issued By:**SFA Name: Friendship Public Charter SchoolsSFA Address: 1400 1<sup>st</sup> St., NWSFA City, State, ZIP: Washington, DC 20001SFA Telephone Number: (202) 281-1700**Bidder Information:**Name of Company: Enter Name of Company HereStreet Address: Enter Address of Company HereCity, State, ZIP: Enter City, State, ZIP of Company HereTelephone Number: Enter Telephone Number of Company Here

Signature of Authorized Representative: \_\_\_\_\_

Title: Enter Title of Authorized Representative Here

Date: Click here to enter a date.

**Total Estimated Amount of Proposal:**

- **Base Year:** **2022-23** Click here to enter text.
- **Option Year 1 -** **2023-24**
- **Option Year 2 -** **2024-25**

**Note:**

By submission of this bid, the Distributor certifies that, in the event they receive an award under this solicitation, they shall operate in accordance with all applicable and current State and Federal program regulations, and the attached terms, conditions and specifications as set forth in the RFP.

*The parties here to are fully authorized and have executed this agreement:*

\_\_\_\_\_  
*Name and Title of SFA Official*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name and Title of Distributor Official*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

## SECTION A2: BIDDER CHECKLIST

**Bidders:** Use this checklist to ensure that your response is complete and will be considered for award. Items listed below should be complete and signed when applicable.

- Section A
  - A.1: Cover Page
  - A.2: Bidder Checklist
  
- Section B
  - B.2: Certification of percentage of local foods to be provided
  - B.6(d): A copy of a current state or local health certificate assuring that all regulations for the preparation of food and the facilities are being met
  - B.8:
    - Distributor Pre-Qualification Questionnaire
    - Business license
    - Certificate of Occupancy
    - Two years of audited financial statements
  
- Section C:
  - C.5 Two most recent health inspections.
  
- Section D
  - D.6 Insurance amounts.
  
- Schedule C: Pricing Sheet
  
- Attachment B: Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
  
- Attachment C: Certificate of Independent Price Determination
  
- Attachment D: Permanent Certification Regarding Lobbying

## SECTION B: CONTRACT TYPE, PRODUCTS OR SERVICES & PRICE/COST

### B.1 OVERVIEW

1. Friendship Public Charter Schools (FPCS), in the District of Columbia, is seeking a Distributor to furnish food including fresh produce items ("food items") and other food service related products and delivery to nine (9) school sites participating in the Child Nutrition Programs including, but not limited to the National School Lunch Program (NSLP), School Breakfast Program (SBP), Afterschool Snack Program (ASP), Fresh Fruit and Vegetable Program (FFVP), Child and Adult Care Food (CACFP), and the Summer Food Service Program (SFSP) established by the United States Department of Agriculture (USDA) Code of Federal Regulations, and the DC Healthy Schools Act (HSA) and its subsequent amendments set forth the terms and conditions applicable to the proposed procurement. The successful bidder shall deliver in accordance with the requirements in this RFP and for each applicable program.
2. The contract resulting from this RFP will be available for use by other SFAs in the District of Columbia. Together with FPCS, these SFAs have come together to leverage purchasing volumes and to obtain food at the best possible prices and of the highest quality. The awarded Distributor will supply the specified products as stated in the solicitation to FPCS. The current SFAs that will have the option to leverage this same contract for the purchase and distribution of the same materials are EW Stokes and Eagle Academy. Any modifications to the specific terms and conditions can be agreed upon between the awarded distributor and the other SFAs at time of award.
3. The purpose of this solicitation is to award a contract to provide food items and other incidental products related to meals served at FPCS, herein referred to as the School Food Authority or SFA.
4. FPCS contemplates award of an RFP in accordance with Federal and District procurement requirements and the D.C. Public Charter School Board regulations and guidelines as applicable.
5. FPCS must approve all product substitutions prior to delivery.
6. SFA agrees to provide the Distributor with the pricing sheet including the estimated quantities for the Base Year, Option Year One and Option Year Two.
7. SFA reserves the right to add and/or delete food items to the pricing sheet including the estimated quantities for Option Year One and Option Year Two, so long as that addition or deletion does not result in a material change (*i.e.*, the value of the additional goods will not exceed 10% of the value of the contract).
8. The purpose of this solicitation is to award a **Fixed Price Contract with Economic Adjustment**.

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**B.2 FOOD SPECIFICATIONS**

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All food items must meet all meal requirements set forth in 7 CFR 210.10 for lunch and snack, all meal requirements set forth in 7 CFR 220.8 for breakfast, the Healthy Schools Act and its subsequent amendments, and Attachments A, B, C, and D within this RFP. Food items must also meet the following:

**1. Fruits and Vegetables**

- The pricing sheet includes a variety of fresh, dried, frozen, and canned fruits.
- Canned fruit must be packed in natural juice.
- SFAs must serve a variety of vegetables every day of the week per the meal pattern requirements, including dark green leafy, red/orange, starchy, beans/peas (legumes), and other vegetables. The pricing sheet reflects this requirement and distributors must be able to provide a variety of each type.



### B.3 DEFINITIONS

These terms when used in this RFP have the following meanings:

- a) **“Accessory disposable food service ware”** means any disposable food service ware, including straws, utensils, condiment cups and packets, cup sleeves, and napkins, that is not used to hold or contain food.
- b) **“Bid”** means an offer to perform the work described in the Request for Proposal at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- c) **“Bidder”** means a distributor submitting a bid in response to this Request for Proposal.
- d) **“CN Label”** means the Child Nutrition Labeling Program, which is a voluntary Federal labeling program administered by the Food and Nutrition Service (FNS) in conjunction with the Food Safety and Inspection Service (FSIS), and Agricultural Marketing Service (AMS) of the U.S. Department of Agriculture, and National Marine Fisheries Service of the U.S. Department of Commerce (USDC) for the Child Nutrition Programs. The program requires an evaluation of a product’s formulation by FNS to determine its contribution toward the meal pattern requirements.
- e) **“Distributor”** means a commercial enterprise or a private non-profit organization which is or may be contracted with by the school food authority to provide items requested under the Child Nutrition Programs including but not limited to the National School Breakfast and Lunch Programs, under the U. S. Department of Agriculture.
- f) **“Donated Foods”** means foods purchased by USDA for donation in food assistance programs, or for donation to entities assisting eligible persons, in accordance with legislation authorizing such purchase and donation. Donated foods are also referred to as USDA Foods.
- g) **“End Product”** means a finished product containing any amount of donated foods that have been commercially processed.
- h) **“Entitlement”** means the value of donated foods a distributing agency is authorized to receive in a specific program, in accordance with program legislation.
- i) **Farm to School** – Farm to school connects schools and local farms with the objectives of serving healthy meals in schools; improving student nutrition; providing agriculture, health, and nutrition education opportunities; and supporting local and regional farmers. Farm to school, at its core, is about establishing relationships between local foods and school children by way of including, but not limited, to:
  - Locally grown, locally processed, and unprocessed foods in school meals – breakfast, lunch, after-school snacks—in classrooms, and as taste tests;
  - Educational activities related to agriculture, food, health or nutrition such as nutrition education curricula, farm tours, farmer in the classroom sessions, culinary education, educational sessions for parents and community members, and visits to farmers’ markets; and

- School gardens as an opportunity for hands-on learning.
- j) **“FDA”** – Food and Drug Administration;
- k) **“FNS”** – Food and Nutrition Services (USDA);
- l) **“FFVP”** means the Fresh Fruit and Vegetable Program that provides all children in participating schools with a variety of free fresh fruits and vegetables throughout the school day. It is an effective and creative way of introducing a variety of fresh fruits and vegetables as healthy snack options;
- m) **“FSIS”** – USDA Food Safety and Inspection Service.
- n) **“Good Food Purchasing Program’s core values”** means the following five core values established by the Center for Good Food Purchasing for its Good Food Purchasing Program: Local economics; Nutrition; Valued workforce; Environmental sustainability; and Animal welfare.
- o) **“HACCP”** – Hazard Analysis and Critical Control Points (HACCP) - A preventative system to reduce the risk of foodborne illness through appropriate food handling, monitoring, and record keeping.
- p) **“HACCP Plan”** - The written document based upon principles of HACCP specific to a facility that identifies procedures to be followed to prevent foodborne illness.
- q) **“HSA”** means the Healthy School Act, D.C. Law 18-209 passed by the City Council for the District of Columbia to establish local nutritional standards for school meals, and its subsequent amendments.
- r) **“Locally-grown”** means from a grower in Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, and West Virginia.
- s) **“Planned Assistance Level” (PAL)** means the total value of donated foods or USDA Foods available to eligible schools based on prior year participation in NSLP or an estimate provided by the State Agency.
- t) **“Product Formulation Statement”** means a manufacturer’s product formulation statement (PFS) is a signed certified document that provides a way for a manufacturer to demonstrate how a product may contribute to the meal pattern requirements of Child Nutrition (CN) programs. A PFS is typically provided for processed products that do not have a CN Label. Program operators may request a signed manufacturer’s PFS when purchasing a processed product without a CN Label. USDA does not approve a manufacturer’s PFS. Program operators are ultimately responsible for ensuring menu items meet meal pattern requirements.
- u) **“Request for Proposal”**, hereafter referred to as RFP, means the document used in soliciting bids through the formal advertising method of procurement. In the case of this program, the RFP becomes the contract upon acceptance by the SFA.

- v) **“SFA”** means School Food Authority.
- w) **“Sustainable Agriculture”** means an integrated system of plant and animal production practices having a site-specific application that will, over the long-term satisfy human food and fiber needs. Enhance environmental quality and the natural resource base upon which the agriculture economy depends, make the most efficient use of nonrenewable resources and on-farm resources and integrate, where appropriate, natural biological cycles and controls, sustain the economic viability of farm operations, and enhance the quality of life for farmers and society as a whole.
- x) **“Whole Grain-Rich”** means foods that meet the whole grain-rich criteria for the school meal programs contain 100 percent whole grain or a blend of whole-grain and/or flour and enriched meal and/or flour of which at least 50 percent is whole grain. The remaining 50 percent of less of grains, if any, must be enriched;
- y) **“Geographic Preference”** applies when procuring unprocessed or minimally processed locally grown or locally raised agricultural products in Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, and West Virginia (**optional**);
- z) **“Unprocessed”** means foods that are nearest their whole, raw, and natural state, and contain no artificial flavors or color, synthetic ingredients, chemical preservatives, or dyes. Food which undergoes the following processes shall be deemed to be minimally processed: Cooling, refrigerating, or freezing; Size adjustment through size reduction made by peeling, slicing, dicing, cutting, chopping, shucking, or grinding; Drying or dehydration; Washing; The application of high water pressure or “cold pasteurization”; Packaging such as placing eggs in cartons, and vacuum packing and bagging, such as placing vegetables in bags; Butchering livestock, fish, or poultry; and the pasteurization of milk.

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**B.4 REQUIREMENTS BY YEAR**

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Base Year Requirements: 7/01/2022 to 6/30/2023

1. Item pricing sheet for base year is included as **Schedule C**.
2. Prices stipulated in proposal from the awarded bidder shall remain in effect for the term of the contract.

**Contract Renewal Option**

SFA reserves the right to extend the terms and conditions of the Base Year contract for two (2) additional one (1) year periods.

Option Year One Requirements: 7/1/2023 to 6/30/2024

1. The Distributor seeking approval from FPCS to exercise Option Year One must provide an updated Pricing Sheet for Option Year One no later than 4/15/2023. Any price changes to items must comply with specifications as set forth in D.8.
2. Any price increases or decreases will be agreed to in writing by all parties and new Pricing Sheets for Option Year One will be signed by the parties and entered into agreement documents no later than 6/01/2023.

Option Year Two Requirements: 7/01/2024 to 6/30/2025.

1. The Distributor seeking approval from FPCS to exercise Option Year Two must provide an updated Pricing Sheet for Option Year Two no later than 4/15/2024. Any price changes to items must comply with specifications as set forth in D.8.
2. Any price increases or decreases will be agreed to in writing by all parties and new Pricing Sheets for Option Year Two will be signed by the parties and entered into agreement documents no later than 6/01/2024.

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**B.5 REQUIREMENTS REGARDING PRICING, BIDDING, AND ORDERING**

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Bidders are asked to submit prices on all items as outlined in **Section B.2** and **Schedule C** to be delivered to all the sites on the designated days and times as stated in **Schedule A**. FPCS shall indicate the estimated number of cases or units to be used during the contract period.

**1. Basis and Award of Bid**

Bidders shall submit their bids on an "all or none" basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the SFA during the term of the contract to secure all its needs from the successful bidder. Such contract shall bind the distributor to deliver all such products ordered by the SFA at prices specified in the contract. Award will be made to a responsive, responsible bidder or bidders based on the criteria in **section K** of this RFP.

**2. Requirements Contract**

- a) This is a requirements contract for the products specified in the RFP and attachments for the period set forth therein. The quantities specified herein are estimates only and are not purchased hereby. In the event the SFA's requirements for products, set forth here, do not result in orders in the amounts or quantities described as "estimated" in the RFP and attachments, except as may be otherwise provided herein, such event shall not constitute the basis for an equitable price adjustment under this contract.
- b) The SFA shall not be required to purchase from the distributor requirements in excess of the limit on total orders under this contract, if any.
- c) The SFA shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the distributor for services specified in the schedule will be dependent upon the needs and requirements of the SFA.
- d) The Bidder must conduct all program operations in accordance with Federal regulations, United States Department of Agriculture 7 CFR Parts 210, 215, 220, 225, 226, 240, 245, 2 CFR Part 200, 2 CFR Part 180 and USDA instructions, policies and memoranda, as applicable, in addition to all state and local regulations, policies and procedures, including but not limited to the DC Healthy Schools Act and its subsequent amendments, and all State Agency memoranda and requirements. It is the duty of the Distributor to apprise itself of all Program requirements and to bid only on those contracts for which it has the applicable knowledge and can suitably comply.

### 3. Pricing

Pricing shall be on products which meet the Child Nutrition Meal Pattern requirements and Food Specifications as required by the SFA. Bid prices must include price of food, transportation, and all other related costs. Distributor will not invoke any additional charges for emergency orders (defined as an order that is placed for same day delivery).

### 4. Product Orders

SFAs will make every effort to order products two (2) **days** before the day of delivery or another day that is agreed upon amongst the SFA and Distributor. Except in case of emergency orders as spelled out above, the SFA will place orders before 4 pm on the day before a scheduled delivery. The SFA will not hold the Distributor responsible for delivering orders placed after 4pm on the day before a scheduled delivery. SFA will provide Distributor with a copy of the School Calendar for the upcoming contract year at least fifteen (15) days in advance of award or renewal.

### 5. Product Change Procedure (Substitutions)

Products shall be delivered on a 2-3 day per week basis in accordance with the product specifications outlined in the contract. Deviation(s) from the specified products (substitutions) shall be permitted only upon authorization of the SFA. Unless otherwise agreed to in writing by the parties, product substitutions will be provided at cost per serving

that is equal to or less than the specified product cost per serving. Product changes may be made only when agreed upon by both parties; however, Distributor shall in no case withhold delivery or stocking of any item requested by SFA within a reasonable timeframe to allow Distributor to acquire item(s). When an emergency situation exists that might prevent the distributor from delivering a specified meal component or product, Distributor shall notify the SFA immediately so substitutions can be agreed upon. The SFA reserves the right to change specified products throughout the contract period with appropriate notice.

#### 6. Non-compliance

The SFA reserves the right to inspect and determine the quality of food delivered and reject any products that do not comply with the requirements and specifications of the contract. The Distributor shall not be paid for:

- a) Items that are spoiled or unwholesome at time of delivery;
- b) Items that do not meet meal requirements set forth in 7CFR 210.10 and 7 CFR 220.8
- c) Items that do not meet the specifications of this RFP
- d) Unauthorized product changes; and/or
- e) Products not delivered within the specified delivery time period.

The SFA reserves the right to obtain products from other sources if products are rejected due to any of the stated reasons, including closure of the Distributor's facility by the Health Department for health code violations. The Distributor shall be responsible for any excess cost, but will receive no adjustment in the event the products are procured at a lower cost. The SFA or agency inspecting shall notify the Distributor, in writing, as to the number of products rejected and the reasons for rejections.

#### B.6 SUBMISSION OF BIDS

- 1) This is a Request for Proposal (RFP), which means that it is a formal method of procurement that must be publicized, and the contract will be awarded to the responsible bidder(s) whose proposal is most advantageous to the SFA, with price and other factors considered.
- 2) Bidders are expected to examine carefully the specifications, schedules, attachments, terms, and conditions of this RFP. Failure to do so shall result in an incomplete bid.
- 3) Bidders must submit response electronically to [ProcurementInquiry@friendshipschools.org](mailto:ProcurementInquiry@friendshipschools.org). If accepted, this RFP will become the contract and one copy of the contract will be forwarded to the successful bidder with the notice of award. The copy marked "original" shall govern should there be a variance between that copy of the bid and other copies submitted by the bidder. Bidders are not allowed to change specifications or general conditions.
- 4) A copy of a current State or local health certificate assuring that all regulations for the preparation or distribution of food and the facilities are being met shall be submitted with the bid. Failure to comply with any of the above shall be reason for rejection of the bid.

- 5) If bidder is submitting a proposal with items other than the approved brands/products specified in the pricing sheets, bidder agrees to furnish samples of those items in quantities of at least **25** servings per item no later than **4/15/2022** and delivered to a mutually agreed upon location. During the evaluation process for bid award the SFA will have the right to request additional samples of items contained in the bidder's proposal and those samples will be delivered to a mutually agreed upon location. Failure of the bidder to furnish those samples within five days of written request by SFA may result in the proposal being disqualified for consideration.

#### B.7 FORMAT OF BIDS

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The Format of the submitted proposal must have four (4) sections:

**Section One** will be titled Executive Summary. The Procurement Officer can review this section to determine if the Distributor meets the Qualifications of the Bidder. Bidders can use the Bidder Checklist in Section A.2 to determine whether all necessary documents have been completed and signed for submission.

**Section Two** will be titled Pricing. In the Pricing section, the Bidder places their proposed price per product and the aggregate estimated charges to the SFA for the specified contract period.

**Section Three** will be titled Method of Approach and Implementation Plan. This section describes how the distributor will complete the Scope of Work responsibilities to the extent possible for evaluation purposes. This will include how the Distributor will make nutritional information such as CN labels available to the SFA.

**Section Four** will be titled Bidder's Experience, Expertise and Reliability. In this section the distributor provides information about their knowledge and dependability. Additionally, this RFP packet must be completed, including the Distributor Pre-Qualification Questionnaire outlined below. FPCS reserves the right to contact additional references to supplement those given in the questionnaire.

## B.8 DISTRIBUTOR PRE-QUALIFICATION QUESTIONNAIRE

Company Name: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Contact Name: [Click here to enter text.](#) Title: [Click here to enter text.](#)

Telephone: [Click here to enter text.](#) Fax: [Click here to enter text.](#)

Email Address: [Click here to enter text.](#)

Website: [Click here to enter text.](#)

Company's Dun & Bradstreet Report Number: [Click here to enter text.](#)

\*\*FPCS has the right to request Dun & Bradstreet reports as it deems necessary.

List key personnel, title(s) and years with your Company:

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Type of Organization:  Corporation  Partnership  Other [Click here to enter text.](#)  
 Individual  Joint Venture (Please Specify)

How many years has your organization been in business as a food distributor?

[Click here to enter text.](#)

How many years has your organization been in business under its present business name?

[Click here to enter text.](#)

Is your organization a franchise operator?

[Click here to enter text.](#)

Will your organization use subcontractor (s) for this contract?

[Click here to enter text.](#)



Financial Stability: Please include a copy of your business license, certificate of occupancy, and two years of audited financial statements.

List Trade, Bank & Insurance References we can contact:

Click here to enter text.

Click here to enter text.

Click here to enter text.

List at least three references of on-going or recently performed food item procurement and delivery at schools or similar institutions. Please also include the general scope of services, the term of your contract, and the name and telephone number of person(s) we may contact:

1. School: Click here to enter text.  
 Contact: Click here to enter text.  
 Telephone: Click here to enter text.  
 Scope of Work: Click here to enter text.  
 Contract Term: Click here to enter text.
2. School: Click here to enter text.  
 Contact: Click here to enter text.  
 Telephone: Click here to enter text.  
 Scope of Work: Click here to enter text.  
 Contract Term: Click here to enter text.  
 Contract Term: \_\_\_\_\_
3. School: Click here to enter text.  
 Contact: Click here to enter text.  
 Telephone: Click here to enter text.  
 Scope of Work: Click here to enter text.  
 Contract Term: Click here to enter text.

Claims and Suits: (if the answer to any of the following questions is yes, please attach details.)

1. Has your organization ever failed to complete any work awarded to it? Choose an item.
2. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? Choose an item.
3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years? Choose an item.
4. Has your organization ever been temporarily closed by the Health Department for ***any*** reason? Choose an item.

### 1. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the RFP specifications, etc., must be requested, in writing, with sufficient time allowed for a reply to reach all bidders before the closing date. Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning an RFP shall be furnished to all prospective bidders as an amendment to the RFP, if such information is necessary to bidders in submitting bids on the RFP, or if the lack of such information would be prejudicial to uninformed bidders.

### 2. Acknowledgement of Amendments to RFP

Signing and returning the amendment must acknowledge receipt of an amendment to an RFP by a bidder. Such acknowledgement must be received prior to the closing of the bid period.

### 3. Bidders Having Interest in More Than One Bid

Each entity may submit only one bid. If more than any one representative of an entity submits more than one bid, all such bids shall be rejected.

### 4. Time for Receiving Bids

Bids shall be submitted electronically via email to the address specified in this RFP no later than 5pm on the date indicated on the face of this RFP.

### 5. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so shall be at the bidder's own risk and he cannot secure relief on the plea of error.

### 6. Award of Contract

- a) The contract will be awarded to the responsive and responsible bidder(s) whose bid will be most advantageous to the SFA, price and other factors considered. Consideration shall be given to such matters as distributor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- b) The SFA reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the Program and to waive informalities and minor irregularities in bids received.
- c) The SFA reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder who upon investigation shows is not in a position to perform the contract.

7. Late Bids, Modifications of Bids or Withdrawals of Bids:

- a) Any bid received after the exact time specified for receipt will not be considered unless it is received before award is made, and it was sent by email to the proper address, subject to verification of exact day and time the original was sent, as determined exclusively by SFA.
- b) Any modification or withdrawal of bid is subject to the same conditions as in (a) above except that withdrawal of bids by fax and telegram is authorized, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- c) Notwithstanding the above, a late modification of an otherwise successful bid, which makes its terms more favorable to the SFA, will be considered at any time it is received and may be accepted.

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**SECTION C: SPECIFICATIONS / WORK STATEMENT**

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**C.1 SCOPE**

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FPCS is seeking a Distributor to furnish food items (fresh produce) to be served to children participating in the Child Nutrition Programs including but not limited to the National School Lunch Program, School Breakfast Program, Afterschool Snack, Fresh Fruit and Vegetable Program, Child and Adult Care Food, and the Summer Food Service Program established by the United States Department of Agriculture. The code of federal regulations and the D.C. Healthy Schools Act, and its subsequent amendments, set forth the terms and conditions applicable to the proposed procurement. All products furnished by the Distributor must also be in compliance with the District of Columbia Healthy Schools Act and its subsequent amendments.

1. Distributor agrees to deliver products to locations set out in **Schedule A**, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
2. All products furnished must meet or exceed U.S. Department of Agriculture requirements set out in attachments, attached hereto and made a part hereof. <http://www.fns.usda.gov/cnd>
3. All products furnished must meet or exceed the requirements of the District of Columbia Healthy Schools Act and its subsequent amendments, which can be found at <https://code.dccouncil.us/dc/council/code/titles/38/chapters/8A/> The Healthy Schools Act (HSA) Requirements are available in **Attachment A**.
4. Distributor shall furnish products as ordered by the SFA during the period of 7/01/2022 to 6/30/2023.
5. Distributor agrees to make available to the SFA a knowledgeable K-12 representative who is well versed in all aspects of the associated Federal and State regulations.
6. The Distributor must keep SFA informed of new products, new brands or labels, or promotions that would be advantageous to the operations of the SFA's program, inclusive of point-of-sale materials and give-away promotions.
7. The Distributor agrees to assume the responsibility of adhering to the Buy American provision on behalf of the SFA. The SFA participates in the NSLP and SBP and is required to use the nonprofit food service 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 using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). "Substantially" means over 51% from American products. The Distributor must be able to provide product label

information that clearly shows country of origin for all food and beverage products in the meal program. For products which do not have country of origin labels, the Distributor must provide certification of domestic origin. In the event that the Distributor cannot obtain a domestic product due to availability and/or a significantly higher cost, and cannot find an appropriate substitute, the Distributor may request an exception from the SFA. Exceptions may be requested at any point during the school year, are approved at the discretion of the SFA, must be submitted prior to the purchase of the non-domestic food, and limited exceptions will be allowed. To request an exception, the Distributor must submit in writing to the SFA:

- i. 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.
  - ii. 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.
  - iii. The time period for which the Distributor is requesting to purchase this item from a non-domestic source.
8. The Distributor shall make food products available to accommodate children with disabilities, including alternative products for children with a disability when the disability restricts the child's diet. Substitutions must be made to products for children with a disability that restricts the child's diet on a case-by-case basis and only when supported by a written statement from a State- licensed healthcare professional who is authorized to write medical prescriptions under State law.

## C.2 APPLICABLE DOCUMENTS

The Bidder (distributor) must conduct all program operations in accordance with federal regulations, United States Department of Agriculture 7 CFR Parts 210, 215, 220, 225, 226, 240, 245, 250, 2 CFR 200.318, 2CFR Part 180 and FNS instructions, policies and memorandum, as applicable, in addition to all state and local regulations, policies and procedures, including but not limited to the DC Healthy Schools Act, the Sustainable DC Omnibus Amendment Act of 2014 and both of their subsequent amendments all State Agency memoranda and requirements. It is the duty of the Bidder to apprise itself of all Program requirements and to bid only on those contracts for which it has the applicable knowledge and can suitably comply.

## C.3 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

FPCS IS COMMITTED TO CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS WHEN POSSIBLE IN ACCORDANCE WITH 2 CFR 200.321. THE SFA COMMITS TO ALL NECESSARY AND AFFIRMATIVE STEPS TO ASSURE SUCH CONTRACTING, INCLUDING:

- PLACING SUCH QUALIFIED BUSINESSES ON SOLICITATION LISTS;
- ASSURING SUCH BUSINESSES RE SOLICITED WHENEVER THEY ARE POTENTIAL SOURCES;
- DIVIDING TOTAL REQUIREMENTS, WHEN ECONOMICALLY FEASIBLE, INTO SMALLER QUANTITIES TO PERMIT MAXIMUM PARTICIPATION BY SUCH BUSINESSES;
- ESTABLISHING DELIVERY SCHEDULES, WHERE THE REQUIREMENT PERMITS, WHICH ENCOURAGE PARTICIPATION BY SUCH BUSINESSES; AND
- USING THE SERVICE AND ASSISTANCE, AS APPROPRIATE, OF ORGANIZATIONS SUCH AS THE SMALL BUSINESS ADMINISTRATION AND THE MINORITY BUSINESS DEVELOPMENT AGENCY OF THE DEPARTMENT OF COMMERCE.

#### C.4 SPECIFICATIONS

##### 1. Packaging:

- a) The Distributor shall pack and mark all items in accordance with good commercial practice. Labels shall be in accordance with the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder. The Distributor shall ship containers in compliance with the National Motor Freight Classification. To ensure that the receiving activity properly handles and stores items, the Distributor shall use standard commercial precautionary markings such as "KEEP FROZEN, KEEP REFRIGERATED."
- b) Cartons – Each carton shall be labeled. Label to include:
  - Processors' Name and Plant Address
  - Item Identity
  - Date of Production
  - Quantity of Individual Units Per Carton
  - State of origin and, if possible, farm of origin (**optional**)
- c) The Distributor must use packaging allowable per the Sustainable DC Omnibus Amendment Act of 2014 (The Act). The Act bans the use of disposable food service ware made of expanded polystyrene, commonly known as foam or Styrofoam™, and other products that cannot be recycled or composted. The ban on foam began on **January 1, 2016** and applies to all District businesses and organizations that serve food. The additional recyclable and compostable requirements became effective on **January 1, 2017**. On **October 29, 2018**, new restrictions on the use of single-use plastic straws and stirrers took effect. New requirements affecting distribution of "accessory

disposable food service ware” were added to the Act in 2020, are detailed in C.5.f.c. below, and are effective January 1, 2021. For more information, visit <https://doee.dc.gov/foodserviceware>.

Single-use plastic straws and stirrers are now banned from use in District schools and any entity that serves food or beverages. As a reminder, expanded polystyrene foam containers (Styrofoam) have also been banned since January 2016.

Schools must transition to compostable or reusable alternatives if they would like to continue to provide straws with meals. Compliant alternatives include:

- i. Paper
- ii. Hay
- iii. BPI-certified PLA
- iv. Reusable straws made out of materials like stainless steel or glass.

Pursuant to the Americans with Disabilities Act (ADA) and the DC Human Rights Act, students with disabilities may request single-use plastic straws to consume food and beverages. Schools must keep a stock of plastic straws available to meet the needs of students with disabilities and remain compliant with those laws.

Accessory disposable food service ware, including utensils, straws, and napkins must only be provided to the student upon request or at a monitored self-serve station. Meals shall not include accessory disposable food service ware unless specifically requested by the student.

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#### C.5 USE OF ADVISORY GROUP/MENUS

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1. FPCS is responsible for the formation and establishment of an advisory board composed of students, teacher, parents, and administrative staff to assist in menu planning, taste testing, surveys, enhancement of the eating environment, program promotion, and related student-community support activities. SFA is responsible for scheduling periodic meetings with the advisory board. The SFA would encourage participation of the distributor in those meetings to assist with understanding the SFA’s goals and priorities.

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#### C.6 WAREHOUSE AND DISTRIBUTION FOOD SAFETY

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1. The distributor shall provide a copy of licenses and permits that are required by USDA and Federal and Local laws and regulations.
2. In the event the Distributor’s license is revoked or if the distributor receives an unfavorable rating notice in accordance with its local jurisdiction, or the distributor’s facilities are closed for health code violations, the Distributor shall notify the SFA immediately.

3. FPCS reserves the right to terminate the contract for default without advance notice in the event the distributor is closed for the reasons cited in C.5.2 above.
4. The Distributor shall develop and maintain a food safety program such as HACCP or something similar to ensure compliance with food handling, preparation, holding, storage, and distribution industry standards.
5. The Distributor shall monitor and evaluate the food safety program listed above to ensure compliance with current Federal, State, and Local Food Safety Standards and Regulations.
  - a) The Distributor shall keep records of food safety inspections performed by the USDA's FSIS, and/or State/Local inspector. The records shall be made available upon request to the District Government's Health Department and to FPCS. Any findings by a USDA's FSIS, State or Local inspection of the warehouse or other distribution facility that documents a critical sanitary deficiency shall be reported immediately to the Contracting Officer with an attached report of the corrective action taken within seven (7) working days from discovery. Bidders shall submit their two (2) most recent health inspections.
6. The distributor shall ensure that all products delivered conform in every respect to the requirements of the Federal Food, Drug and Cosmetics Act, and grade standards of USDA that are in effect by the contract award date or become effective after contract award.

#### C.7 STORED PRODUCTS PEST MANAGEMENT PROGRAM

The Distributor shall establish and maintain a stored products pest management program that establishes pest management practices for food and other collected non-food items. Also, the distributor shall monitor and evaluate the program for compliance in accordance with accepted industry standards. These standards shall include but not be limited to the Code of Federal Regulations, Title 21, part 110, Good Manufacturing Practices, the Federal Drug and Cosmetic Act of 1938, and pertinent state and local laws and regulations.

#### C.8 DISTRIBUTOR'S RESPONSIBILITY TO PROVIDE QUALITY ASSURANCE

##### 1. HACCP Standards

The distributor shall maintain an in-house HACCP continuous quality control program for the inspection and monitoring of incoming ingredients against specifications and grade and microbiological standards. The program must extend to the finished products and ingredients compliance with portion size and nutrient content.

2. The distributor shall develop and maintain a program for warehousing and distribution to ensure the following:
  - a) Usage of first-in-first-out principles;
  - b) Product shelf life is monitored;



- c) Items are free of damage;
- d) Correct items and quantities are selected and delivered;
- e) Customer satisfaction is monitored;
- f) Product discrepancies and complaints are resolved and corrective action is initiated;
- g) Supplier of Federal Drug Administration (FDA) initiated food recalls are promptly reported to the SFA;
- h) Compliance with Environmental Protection Agency (EPA) and Office of Safety and Health Administration (OSHA) requirements; and
- i) Salvaged items or products are not to be used.

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#### C.9: FARM TO SCHOOL

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1. The Distributor agrees to source locally-grown or raised unprocessed foods from growers engaged in sustainable agriculture practices whenever possible.
2. The Distributor will provide a quarterly summary report, stating which farm supplies the locally grown or raised agricultural products, amount, and type purchased for that period.

## SECTION D: GENERAL CONDITIONS

### D.1 DELIVERY REQUIREMENTS

- a) The Distributor shall deliver only items and quantities ordered by the SFA and as specified under Section B of the contract.
- b) Products shall be delivered on scheduled delivery dates to the delivery sites (see Schedule A), unloaded, and placed in the designated areas at each school site by the distributor's personnel at each of the locations and times listed in Schedule A.
- c) The Distributor shall place all deliveries in a location assigned by person (s) designated by the SFA. Deliveries will not be accepted at the entrance of the facility. Refrigerated items must be placed in the refrigerator or freezer, and not left on the floor of the kitchen area or outside of the designated area.
- d) The Distributor shall be responsible for delivery of all products at the specified delivery windows. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with State or local health codes.
- e) The SFA reserves the right to add or delete schools so long as that addition or deletion does not result in a material change that would cause an adverse effect on Distributor (*i.e.*, the value of the decreased goods will not exceed 25% of the value of the contract). This shall be done by amendment of Schedule A. Deletion or addition of schools shall be made not less than one week prior to the required state of service. Any change in transportation cost that occurs as a result of adding or deleting schools shall be negotiated and noted in the modification. The distributor's invoice shall show the cost as a separate item for that school.
- f) Any deviations from the delivery requirements including package size and content by the Distributor may be allowed only upon written request from the Distributor and approved by Jim Basham, Director FPCS-FNS (jbasham@friendshipschools.org) .
- g) The Distributor shall deliver all refrigerated food at an internal temperature of 40° Fahrenheit or below with a minimum remaining shelf life or best used by life of ten (10) days.
- h) The Distributor shall deliver all frozen food items at zero degrees Fahrenheit or below. Frozen products must not show evidence of thawing or re-freezing, freezer burn, or any off color or odors. Frozen products must have a minimum remaining shelf life or best if used by life of forty-five (45) days.
- i) If a scheduled delivery cannot be executed for any reason, the Distributor shall immediately notify the SFA designated representative. The Distributor shall provide SFA with the reason for non-delivery. If the reason is accepted, the SFA designee shall give the Distributor an alternate delivery date, which shall satisfy the needs at the

site(s) missed in the delivery process. The Distributor shall be required to deliver only quantities for which an order was made by SFA prior to delivery.

- j) The Distributor shall not make deliveries to FPCS on Saturday, Sunday, or on school and legal holidays unless specified otherwise.
- k) Once a public radio/TV announcement of system-wide closing of schools due to inclement weather is made, all orders scheduled for delivery to FPCS for that day (s) shall be automatically cancelled and FPCS shall not assume responsibility for attempted deliveries. In such circumstances FPCS shall have the right to adjust delivery plans at its discretion.
- l) When schools are closed for snow or other emergencies requiring short notice, the Distributor shall call Jim Basham – (571) 230-4243 for disposition of orders.
- m) In the event of school closures or students transitioning to a virtual posture due to public health or other emergencies, the SFA’s needs will change with respect to items and quantities needed and may change with respect to delivery times. The quantities estimated in the pricing sheet are based on in-person meal service, which the SFA hopes will be the predominant form of meal service for the base year and both option years. If the SFA has to switch to a full or hybrid virtual posture, food requirements are likely to be fifty percent (50%) less for that period of the contract. The SFA will communicate any change in plans to the Distributor within 24 hours of being informed by the District government.

Please list the sanitary precautions the Distributor has put in place to control transmission and/or contamination (for example, personal protective equipment, physical distancing, contactless delivery options, and/or extra sanitation and cleaning):

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## D.2 SUPERVISION AND INSPECTION

The Distributor shall provide management supervision at all times and maintain constant quality control inspections to check for appearance and packaging in addition to the quality of products.

## D.3 RECORD-KEEPING

- a) Delivery tickets must be prepared by the Distributor and must be itemized to show the number of products of each type delivered to each school. Designees of the SFA at each delivery site will check adequacy and accuracy of delivery before signing the delivery ticket. Invoices shall be accepted by the SFA only if signed by the SFA's designee at the site.
- b) The delivery ticket shall contain information in accordance with applicable Federal, state, and local regulations and shall include but is not limited to the following:
1. Ticket number;
  2. Date of Delivery;
  3. Delivery Address;
  4. Requisition Number;
  5. Item Type;
  6. Item Number;
  7. Quantity of Items Delivered;
  8. Unit Price;
  9. Extended Amount;
  10. Carrier Operator's Name;
  11. Signature of SFA designee, receiving the item; and
  12. Acknowledgement of receiving the items by the SFA designee.
- c) The Distributor shall maintain records supported by delivery tickets and purchase orders for this contract or other evidence for inspection and reference to support payments and claims.
- d) The books and records of the Distributor pertaining to this contract shall be available, for a period including the current year plus three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the State Agency, representatives of the U.S. Department of Agriculture, the SFA, and the Comptroller General of the United States at any reasonable time and place.

#### D.4 METHOD OF PAYMENT

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The distributor shall submit its itemized invoice to the SFA Monthly. Each invoice shall give a detailed breakdown of the number of products delivered at each site for that delivery. Payment will be made at the unit price specified in the contract. No payment shall be made unless the school representative of the SFA has signed the required delivery receipts.

#### D.5 AVAILABILITY OF FUNDS

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- a) The SFA shall have the option to cancel this contract if the Federal Government withdraws funds to support the Child Nutrition Programs including but not limited to the National School Breakfast and Lunch Programs, the Fresh Fruit and Vegetable Program, and the Child and Adult Care Food Program, and the Summer Food Service Program.
- b) It is further understood that, in the event of cancellation of the contract, the SFA shall be responsible for products that have already been delivered in accordance with this contract.

#### D.6 INSURANCE

The Distributor is required to be insured adequately to support the terms of the contract. The Distributor shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the District of Columbia and have an A.M. Best Company rating of A-VIII or higher. The Distributor shall require all of its subcontractors to carry the same insurance required herein. A Certificate of Insurance of the Distributor's insurance coverage indicating these amounts must be submitted at the time of award.

The Distributor shall ensure that all policies provide that the SFA shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Distributor shall provide the SFA with ten (10) days prior written notice in the event of non-payment of premium.

The Distributor shall have in effect during all times under this agreement, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent Distributor's liability coverage and personal injury. Minimum coverage shall be \$1,000,000 per incident/person.

The general liability policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Distributor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

The Distributor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

The Distributor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

The Distributor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

1. General Liability: Enter Amount
2. Workman's Compensation: Enter Amount

3. Vehicle Insurance: Enter Amount
4. Employer's Liability Insurance: Enter Amount

The SFA shall be named as additional insured on the General Liability and Automobile insurance policy. The Distributor must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, and Worker's Compensation.

In addition, the Distributor shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of the SFA. The Distributor further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments and other articles owned by their employees.

#### D.6 TERMINATION

- a) The SFA or the Distributor may terminate the contract for cause or convenience, by giving sixty (60) days written notice.
- b) Neither the Distributor nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, or for any acts not within the control of either the Distributor or the SFA, respectively, and which by the exercise of due diligence it is unable to prevent.
- c) The SFA reserves the right to terminate this contract if the Distributor fails to comply with any of the requirements of this contract. The SFA shall notify the Distributor, in writing, of specific instances of non-compliance. In instances where the Distributor has been notified on non-compliance with the terms of the contract, and has not taken immediate corrective action, the SFA shall have the right, upon written notice, to immediately terminate the contract and the distributor shall be liable for any damages incurred by the SFA. The SFA shall negotiate a re-purchase contract on a competitive basis to arrive at a fair and reasonable price.
- d) The SFA shall give written notice to the Distributor and terminate the right of the Distributor to proceed under this contract if the SFA finds that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Distributor to any officer or employee of the SFA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the SFA makes such findings shall be an issue and may be reviewed in any competent court.
- e) In the event this contract is terminated, as provided in paragraph (d) hereof, the SFA shall be entitled:
  - a. To pursue the same remedies against the Distributor as it could pursue in the event of a breach of the contract by the Distributor, and
  - b. As a penalty in addition to any other damages in an amount which shall not be less than three, nor more than three times the cost incurred by the Distributor in providing any such gratuities to any such officer or employee.

- f) The rights and remedies of the SFAs provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

#### D.7 SUB-CONTRACTS AND ASSIGNMENTS

The Distributor shall not sub-contract with another company to fulfill its obligations under this contract; and shall not assign, without the advance written consent of the SFA, its contract or any interest therein. Subcontracting is prohibited for SFAs operating CACFP or SFSP.

In the event of any assignment, the Distributor shall remain liable to the SFA as principal for the performance of all its obligations under this contract.

#### D.8 ECONOMIC PRICE ADJUSTMENT AND PRICE RENEGOTIATION

Renegotiation of product prices (as applicable) will not be allowed in the initial term of the agreement. Renegotiation will be allowed in the subsequent years of the agreement based on changes in product prices. An economic price adjustment allows the Distributor to increase their price to the SFA and allows the SFA to demand a price reduction. If the Distributor requests a price increase for products under the agreement, the annual percentage increase must be based on the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for Urban Consumers (CPI-U) for the applicable area (Washington D.C. area, or Southern region) for the most recent 12-month period immediately preceding the month in which the contract expires. Before any fee or price increases can be implemented, the Distributor must document through cost documentation or price analysis the need for such price increase. Any increase or decrease in price will be documented as set forth in B.2. Price increases for costs not directly related to the products (e.g., gas prices for delivery) will be considered on a case-by-case basis and may be denied.

#### D.9 SETTLEMENT OF BID PROTESTS, DISPUTES, AND CONTRACTUAL ISSUES

The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

#### D.10 CONTRACT WORK HOURS AND SAFETY STANDARDS

The Distributor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C §327-330, as supplemented by the Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, the Distributor shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the standard workday or standard workweek is

permissible, provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or forty hours in any work week.



## SECTION E: GENERAL PROVISIONS

### E.1 EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR Chapter 60).)

During the performance of this contract, the distributor agrees as follows:

1. The distributor will not discriminate against any employee or applicant for employment because of race, color, disability, age, sex, or national origin, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. The distributor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, disability, age, sex, or national origin. Such action shall include, but not be limited to, the following:

- Employment
- Upgrading
- Demotion or transfer
- Recruitment or recruitment advertising;
- Layoff or termination;
- Rates of pay or other forms of compensation, and
- Selection for training, including apprenticeship

2. The distributor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
3. The distributor will, in all solicitation or advertisements for employees placed by or on behalf of the distributor, state that all qualified applicants will receive consideration for employment without regard to race, color, disability, age, sex, or national origin.
4. The distributor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting Officer, advising the labor union or workers' representative of the distributor's commitments under this Equal Opportunity clause. Copies of this notice shall be posted in conspicuous places available to employees and applicants for employment.
5. The distributor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The distributor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the distributor's non-compliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part. The distributor may be declared ineligible for further Government contracts, in accordance with Procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked, as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
8. The distributor will include the provisions of paragraph (a) through (8) in every sub-contract or purchase order, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. The distributor may request the United States to enter into such litigation to protect the interests of the United States, in the event the distributor becomes involved in, or is threatened with, litigation with a sub-distributor or vendor as a result of such direction by the contracting agency.
9. The Vendor shall comply with FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities as follows:

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

"By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the

Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.”

10.

## E.2 CLEAN AIR AND WATER

(Applicable only if the contract exceeds \$150,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean air Act (42 U.S.C. 7401-7671q) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1367) and is listed by EPA, or the contract is not otherwise exempt.)

The Distributor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

## E.3 CLEAN AIR AND WATER CERTIFICATION

(Applicable only if the contract exceeds \$150,000 or the SFA has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7401-7671q) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1367) and is listed by EPA, or the contract is not otherwise exempt.)

The bidder certifies as follows:

1. Any facility to be utilized in the performance of this proposed contract has not been listed on the Environmental Protection Agency List of Violating facilities.
2. He will promptly notify the SFA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
3. He will include substantially this certification, including this paragraph (c) in every non-exempt sub-contract.

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## SECTION F: CONTRACT ADMINISTRATION

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### F.1 INVOICE PAYMENT

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FPCS will make payments to the Distributor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract. Distributor will leave an invoice for all items and applicable discounts on the schedule specified in Section D.4.

### F.2 INVOICE SUBMITTAL

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1. The Distributor shall submit proper invoices on the schedule specified in Section D.4. Invoices shall be prepared in duplicate and submitted to the SFA Financial Officer. The address of the Financial Officer is:

Friendship Public Charter Schools  
1400 1<sup>st</sup> St., NW  
Washington, DC 20001  
Attn: Accounts Payable  
(202) 281-1700

2. To constitute a proper invoice, the Distributor shall submit the following information on the invoice;
  - a) Distributor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
  - b) Contract number and invoice number;
  - c) Description, price, quantity and the date(s) that the meals or services were delivered or performed;
  - d) Invoices shall only include dates from one calendar month
  - e) Other supporting documentation or information, as required by the SFA;
  - f) Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
  - g) Name, title, phone number of person preparing the invoice;
  - h) Name, title, phone number and mailing address of person (if different from the person identified in (f) above) to be notified in the event of a defective invoice; and
  - i) Authorized signature.

## SECTION G: INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

### G.1 METHOD OF AWARD

1. FPCS reserves the right to accept/reject any/all bids resulting from this solicitation. The SFA may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
2. The SFA may award a single contract resulting from this solicitation to the responsive and responsible bidder who submits the most favorable proposal, taking all factors into consideration.

## SECTION H: PREPARATION AND SUBMISSION OF BIDS

1. The SFA may reject as non-responsive any bid that fails to conform in any material respect to the RFP.
2. The SFA may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.
3. The bidder should bid on all Contract Line Item Numbers (CLINs) to be considered for this award. Failure to bid on all CLINs may render the bid non-responsive and disqualify a bid.
4. The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

## SECTION I: QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the question electronically to the SFA contact's e-mail address. The prospective bidder should submit questions no later than **ten (10)** days prior to the closing date and time indicated for this solicitation. The SFA may not consider any questions received less than **five (5)** days before the date set for submission of bids. The SFA will furnish responses to the Distributor contact's e-mail address. An amendment to the solicitation will be issued if the SFA decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by SFA officials before the award of the contract will not be binding.

### ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

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## SECTION J: FAMILIARIZATION WITH CONDITIONS

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Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which they work is to be accomplished. Bidders will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules, and liability concerning the services to be performed.

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## SECTION K: EVALUATION FACTORS

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### K.1 EVALUATION FOR AWARD

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The contract will be awarded to the responsible and responsive bidder(s) whose offer is most advantageous to the Institution, based upon the evaluation criteria specified. Proposals will be evaluated using the weighted criteria stated in the RFP.

## K.2 TECHNICAL RATING SCALE

Bids will be evaluated using the following criteria:

- **Pricing – 40 points**
  - Total Bid Cost (*Base Year*)
- **Method of Approach and Implementation – 30 points**
  - Food and Packaging (*Appearance, Quality, Taste and Acceptance*)
- **Bidder’s Experience, Expertise, & Reliability (Based on past experience or 3-5 references)– 20 points**
  - Knowledge of USDA, District requirements – **5 points**
  - Dependability (*on-time deliveries, accuracy filling orders*) – **5 points**
  - Inspection of warehouse and other facilities(Facility must have passed all applicable health inspections and maintain appropriate certifications – **5 points**
  - Customer Service (*responsiveness in communication, proven track record, adept at fixing issues promptly*) **5 points**
- **Proven Organizational Capacity – 5 points**
  - Seasons delivering products/ in operation
  - Experience at this scale
  - Organizational structure designed to provide good internal operations and customer service
- **Community Connection, Values Alignment– 5 points**
  - Interest in SFA business, good fit
  - Value for Dollar response
  - Education/engagement and farm to school (if applicable)

<b>Numeric Rating</b>	<b>Adjective</b>	<b>Description</b>
0	Completely Deficient	Elements is missing or is completely nonresponsive to the request
1	Unsatisfactory	Fails to meet minimum requirements; major deficiencies which are not correctable
2	Below Average	Marginally meets minimum requirements; significant deficiencies which may be correctable
3	Average	Meets requirements; only minor deficiencies which are correctable
4	Very Good	Meets requirements; no deficiencies
5	Exceptional	Exceeds most, if not all requirements; no deficiencies

## SCHEDULE A: SCHOOL SITES

Site	Address	Telephone	Authorized Designee	Delivery Window
Friendship PCS - Armstrong	111 O Street, NW Washington, D.C. 20001	202.518.3928	Michele Lee	7AM – 2PM
Friendship PCS – Blow Pierce	725 19th St. NE Washington, D.C. 20002	(202) 572-1070	Karen Sellers	7AM – 2PM
Friendship PCS – Collegiate	4095 Minnesota Ave. NE Washington, D.C. 20019	(202) 396-5500	Aldena Richardson	7AM – 2PM
Friendship PCS - Chamberlain	1345 Potomac Ave. SE Washington, D.C. 20003	(202) 547-5800	Latarsha Cook	7AM – 2PM
Friendship Ideal – Kansas Avenue	6200 Kansas Avenue, NE Washington, DC 20011	(202) 729-6660	Ashley Tyndle	7AM – 2PM
Friendship PCS – Ideal North Capital	6130 N. Capitol St., NW Washington, DC 20011	202-729-6660	Ashley Tyndle	7AM – 2PM
Friendship PCS – Southeast	645 Milwaukee Pl., SE Washington, D.C. 20032	(202) 562-1980	Katrina Fitzgerald	7AM – 2PM
Friendship PCS – Tech Prep	2705 Martin Luther King Avenue SE Washington, DC 20032	(202) 562-1681	Michia Slaughter	7AM – 2PM
Friendship PCS – Woodridge	2959 Carlton Ave. NE Washington, D.C. 20018	(202) 635-6500	Rolandra Key	7AM – 2PM

I certify that the above items have been checked for accuracy and are in agreement with the bid specifications submitted for approval.

Associate Director, FNS

SFA Signature

Title

(202) 591-7810

3/21/2022

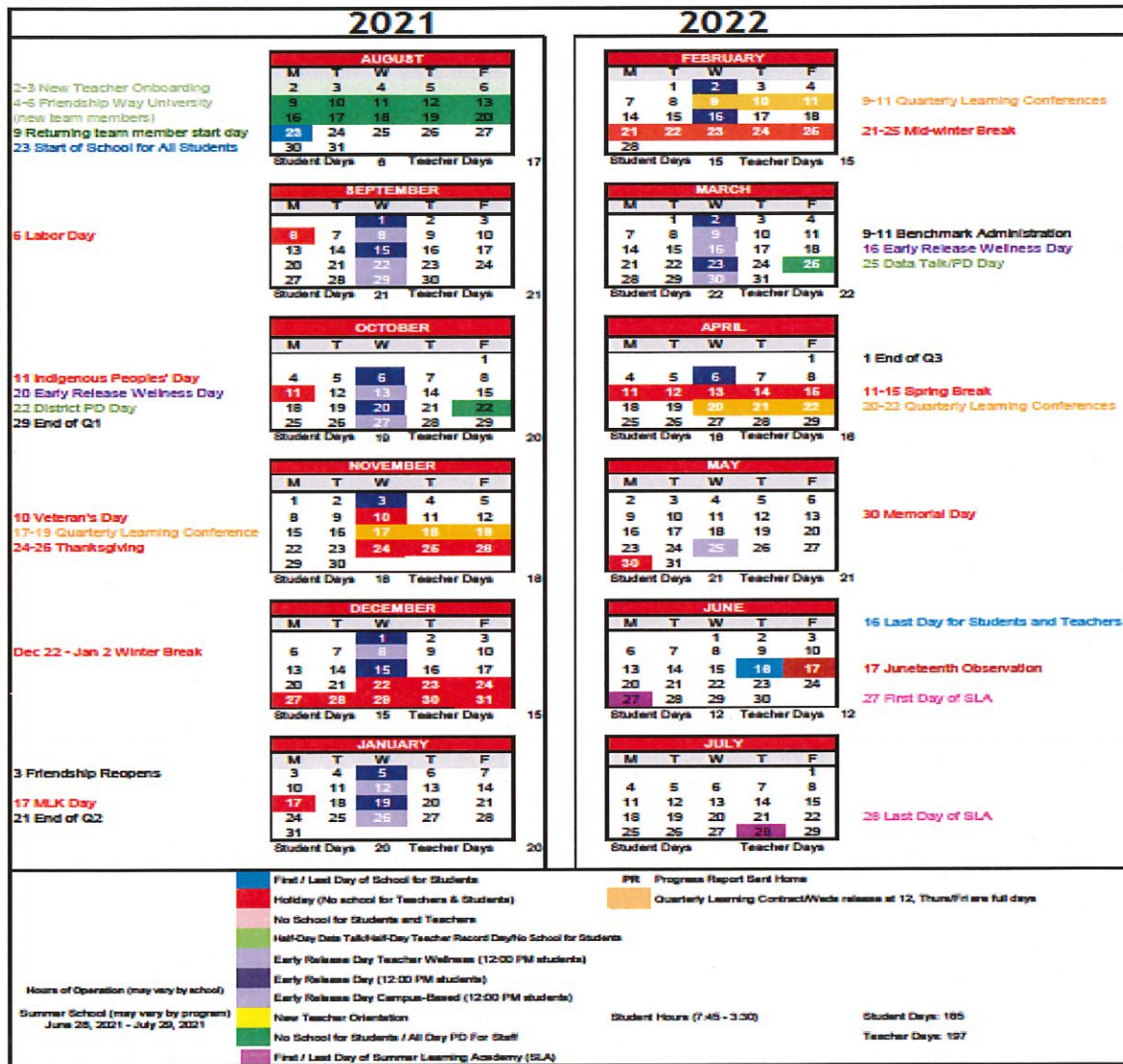
Telephone Number

Date



SCHEDULE B: 2021 – 2022 SCHOOL YEAR CALENDAR

School Year 2021-2022 Calendar



SCHEDULE C: PRICING SHEET

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**\*Separate attachment to be completed in Excel.**

## ATTACHMENT A: HEALTHY SCHOOLS ACT REQUIREMENTS



Public schools, public charter schools, and National School Lunch Program (NSLP)-participating private schools in the District of Columbia are eligible for the following local meal reimbursements and subsidies (in addition to USDA reimbursements and subsidies), provided that the meals meet all requirements outlined in the Healthy Schools Act of 2010 (HSA), as amended by the Healthy Students Amendment Act of 2018. The following HSA requirements list will support each eligible School Food Authority (SFA) in complying with these requirements.

TOPIC AREA	HSA REQUIREMENT
NUTRITIOUS MEALS	Schools shall provide a vegetarian food option as the main course for breakfast and lunch every day at all grade levels. This option must be rotated daily to avoid repetition and must be clearly labeled or identified as vegetarian.
	Schools are encouraged to serve plant-based food options as the main course at breakfast and lunch each day to each student.
	Schools shall provide meals that meet the dietary needs of children with diagnosed medical conditions as required by a licensed physician.
	Schools must reasonably accommodate religious and non-medical dietary restrictions. SFAs may not require a student requesting a plant-based or other non-medical dietary accommodations to obtain a note from a doctor.
	All milk shall be unflavored.
	All grain products shall be whole-grain rich, meaning that the product contains at least 50% whole grains and the remaining grains must be enriched.
	Schools shall solicit input from students, faculty, and parents through taste tests, comment boxes, surveys, a student nutrition advisory council, or other means, regarding nutritious meals that appeal to students.
	Schools shall promote healthy eating to students, faculty, staff, and parents.
	Schools shall provide at least 30 minutes for students to eat lunch and sufficient time during the lunch period for every student to pass through the food service line.
PRICING	Schools shall make cold, filtered water available free to students through water fountains or other means when meals are served.
	Schools shall offer free breakfast to all students.
BREAKFAST SERVING MODELS	Schools shall not charge students for lunch meals if the student qualifies for reduced-price meals.
	If more than 40% of the students at a school qualify for free or reduced-price meals, and breakfast participation is below 75% of average daily attendance: <ul style="list-style-type: none"> <li>• Elementary schools must offer breakfast in the classroom each day.*</li> <li>• Middle schools and high schools must offer alternative breakfast serving models each day.</li> </ul>
	Schools shall participate in <a href="#">federal nutritional and food distribution programs</a> whenever possible.

PROCUREMENT	<p>Schools are encouraged to procure food in a manner consistent with the Good Food Purchasing Program’s (GFPP) core values.</p> <p>DC Public Schools (DCPS) Central Office shall conduct a GFPP baseline assessment by Dec. 31, 2019. DCPS Central Office shall use findings from the assessment to increase food procurement consistent with the GFPP’s core values. DCPS Central Office must complete a follow-up assessment annually to demonstrate progress toward the GFPP core values.</p>
FARM TO SCHOOL	<p>Schools shall serve locally grown, locally processed, and unprocessed foods from growers engaged in sustainable agriculture practices whenever possible. Preference shall be given to fresh unprocessed agricultural products grown and processed in the District of Columbia, Maryland, and Virginia.</p> <ul style="list-style-type: none"> <li>• “Locally grown” means from a grower in Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, and West Virginia.</li> <li>• “Locally processed” means processed at a facility in Delaware, the District of Columbia, Maryland, New Jersey, North Carolina, Pennsylvania, Virginia, or West Virginia.</li> <li>• “Unprocessed” means foods that are nearest their whole, raw, and natural state, and contain no artificial flavors or color, synthetic ingredients, chemical preservatives, or dyes.</li> </ul> <p>Each SFA must complete and submit a quarterly Locally Grown Food Item Tracking Log to <a href="mailto:osse.lg@dc.gov">osse.lg@dc.gov</a> in order to receive the local reimbursement of 5 cents.</p>
PUBLIC DISCLOSURE	<p>Schools shall inform families that vegetarian food options and milk alternatives are available upon request.</p> <p>Food service providers shall provide the following information to the school and to OSSE upon request:</p> <ul style="list-style-type: none"> <li>• Breakfast and lunch menus;</li> <li>• Nutritional content of each menu item;</li> <li>• Ingredients for each menu item (if requested by parents/legal guardians); and</li> <li>• Location where fruits and vegetables served in schools are grown and processed.</li> </ul> <p>Schools shall provide the following information in the school’s office, on the school’s website, and to parents and legal guardians upon request:</p> <ul style="list-style-type: none"> <li>• Breakfast and lunch menus;</li> <li>• Nutritional content of each menu item;</li> <li>• Ingredients for each menu item (if requested by parents/legal guardians); and</li> <li>• Location where fruits and vegetables served in schools are grown and processed.</li> </ul>
COMPETITIVE FOODS	<p>Schools shall not permit third parties, other than school-related organizations and school meal service providers, to sell foods or beverages of any type to students on school property from 90 minutes before the school day begins until 90 minutes after the school day ends.</p> <p>Foods and beverages that do not meet the nutritional requirements of the <a href="#">NSLP competitive food service and standards</a> shall not be used as incentives, prizes, or awards or advertised or marketed through posters, signs, book covers, scorecards, supplies, equipment, or other means.**</p>
FOOD AND FOOD PACKAGING WASTE	<p>Schools shall provide accessory disposable food service ware <b>only upon request</b> by the student or at a self-serve station. Meals shall not include accessory disposable food service ware unless specifically requested by the student.</p> <ul style="list-style-type: none"> <li>• “Accessory disposable food service ware” means any disposable food service ware, including straws, utensils, condiment cups and packets, cup sleeves, and napkins, that is not used to hold or contain food.</li> </ul> <p>Schools are strongly encouraged to establish share tables.</p>

- "Share table" is a location where school community members can place unopened or sealed foods to provide for other community members to take food that would otherwise be thrown away.

\*Schools may request a waiver for one school year.

\*\* Special exemptions can be requested from OSSE on an infrequent basis.

## ATTACHMENT B: DEBARMENT & SUSPENSION

**Special Note:** Regulations in 7CFR Part 3017.300 provide SFA's with three options for obtaining satisfaction that prospective contractors are not suspended, debarred or disqualified, including: (a) Checking [www.sam.gov](http://www.sam.gov). When exercising this option, school districts should ensure they document that the bidder was checked against the system; or (b) Collecting a certification from that person if allowed by this rule; or (c) Adding a clause or condition to the covered transaction with that person.

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 be 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 transactions 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 it 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 Non-procurement 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 is 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.

**Form AD-1048 (6/04)**

## OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION (OSSE)

### 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.

<b>Organization Name:</b> Click here to enter text.	<b>PR / Award Project Number Name:</b> Click here to enter text.
<b>Name of Authorized Representative:</b> Click here to enter text.	<b>Title:</b> Click here to enter text.
<b>Signature:</b> Click here to enter text.	<b>Date:</b> Click here to enter text.

## ATTACHMENT C CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- B.4.1 By submission of this bid, the bidder certifies and, in the case of a joint bid, each party thereto certifies as to its own organizations, that in connection with this procurement:
- B.4.2 The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- B.4.3 Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the bid closing date, directly or indirectly or indirectly to any other bidder or to any competitor;
- B.4.4 No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition.
- B.4.5 Each person signing this bid certifies that:
- B.4.6 He is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, will not participate, in any action contrary to (a) (1) through (a) (3) above; or
- B.4.7 He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein, but that he has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a) (1) through (a) (3) above, and as their agent does hereby so certify: and he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

**Signature:**

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Distributor's Authorized Representative

Click here to enter text.

Click here to enter a date.

Title

Date

**In accepting this bid, the SFA certifies that the SFA's officers, employees, or agents have not taken any action that may have jeopardized the independence of the bid referred to above.**

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Authorized SFA Representative

**(Accepting a bid does not constitute acceptance of the contract.)**

**Note: SFA and Bidder shall execute this Certificate of Independent Price Determination**



## ATTACHMENT D PERMANENT CERTIFICATION REGARDING LOBBYING

### Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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

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

- ❖ No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
- ❖ 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- ❖ 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.

### Signature:

\_\_\_\_\_  
Distributor's Authorized Representative

Click here to enter text.

Title

Click here to enter a date.

Date



**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete This Form to Disclose Lobbying Activities Pursuant To 31 U.S.C. 1352

Type of Federal Actions:	Status of Federal Actions:	Report Type:
<input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance	<input type="checkbox"/> Bid/Offer/ Application <input type="checkbox"/> Initial Award <input type="checkbox"/> Post-Award	<input type="checkbox"/> Initial Filing <input type="checkbox"/> Material Change <input type="checkbox"/> Post-Award
		For Material Change Only:
		Year: _____ Quarter: _____ _____
		Date of Last Report: _____

**4. Name and address of Reporting Entity:**

Prime \_\_\_\_\_ Sub-awardee \_\_\_\_\_  
 Tier \_\_\_\_\_, if known:  
 Congressional District, if known:

**5. If Reporting Entity in Number 4 is Sub-awardee, Enter Name and Address of Prime:**

Congressional District, if known:

**6. Federal Department/Agency:****7. Federal Program Name/Description:**CFDA Number, if applicable:  
\_\_\_\_\_**8. Federal Action Number, if known:** \_\_\_\_\_**9. Award Amount, if known:** \$ \_\_\_\_\_**Attach Continuation Sheet(s) SF-LLL-A, If Necessary**

**11. Amount of Payment (check all that apply)**

\$ \_\_\_\_\_

 Actual  Planned**12. Form of Payment (check all that apply)** a. Cash b. in-kind, Specify:  Nature \_\_\_\_\_  Value \_\_\_\_\_**13. Type of Payment (check all that apply):** a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: \_\_\_\_\_**14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contacted for payment indicated in item:****Attach continuation sheet (s) SF-LLL, if necessary****15. Continuation Sheet(s) SF-LLL-A attached**  Yes  No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Print Name:

Title:

Telephone No:

Date:

**INSTRUCTIONS FOR COMPLETION OF SF-LLL  
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to sub-contracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in Items 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Request for Proposal (RFP) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Items 4 or 5.
10.
  - a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
  - b. Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his or her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503