

Proposals Requested by the:

**Cooperative Purchasing Connection and its  
Participating School Food Authorities**

**RFP 25.12 – Food, Supplies, and Distribution  
Services for Child Nutrition Programs**

**Due: 1:00 p.m. CT on March 7, 2025**

**Respondents/Vendors will submit questions and responses online  
via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com))**

**RFP Facilitator:**

Melissa Mattson  
Director of Administrative Services

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## **I. Solicitation Description**

The School Food Authorities (SFAs) listed in Appendix A, are seeking proposals from K-12 Food Distributors, herein Distributor, able to provide services of ordering, warehousing, and delivery of food and supplies for use in child nutrition programs. SFAs participating in this solicitation participate and follow the rules and regulations set forth in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) for their respective child nutrition programs.

The participating SFAs have entered into an Agreement with the Cooperative Purchasing Connection (CPC), a joint powers program of service cooperatives located in Minnesota and the North Dakota Educators Service Cooperative (NDESC), herein CPC, to facilitate the solicitation process on their behalf. CPC has partnered, through a competitive solicitation process, with Equalis Group to serve as procurement consultant and program manager. Through this partnership, CPC aims to develop a comprehensive food procurement program that delivers maximum value to participating SFAs while creating opportunities for program expansion beyond the current geographic footprint.

This program will include both distribution services and direct-to-manufacturer pricing. CPC and Equalis Group will assume management of manufacturer cost deviations, working collaboratively with the awarded Distributor(s) to implement and maintain the comprehensive food procurement program. Additionally, the awarded Distributor(s) will be expected to obtain manufacturer cost deviations where gaps exist, as described in subsequent sections of this solicitation. Collectively these cost deviations are defined as Direct-to-Manufacturer hereafter ("DTM"). To clarify further, DTM will consist of two distinct sets of manufacturer cost deviations: 1) Equalis Group manufacturer cost deviations and 2) Distributor-established manufacturer cost deviations that provide coverage for any gaps within the Equalis Group portion.

While the initial committed volume represents CPC's current membership base of approximately \$20 million in annual spend for the 2025 / 2026 school year, this solicitation is structured to accommodate significant growth as additional schools join the program. The first year will see modest growth, with anticipated significant expansion in subsequent years, through the addition of new school districts and other cooperatives which are anticipated to partner in this program. Maximum contract value may grow to \$200M over the life of the program.

While it is not a requirement to be awarded, to achieve these growth numbers, the awarded distributor(s) must collaborate with Equalis Group and CPC to support this growth.

The SFAs receiving goods and services under this solicitation and resulting Master Contract Agreement(s), herein Agreement, are federally funded programs operating under the authority of the United States Department of Agriculture (USDA). This solicitation and the subsequent Agreement(s) shall comply with 7 CFR Parts 210, 220, 225, 250, 2 CFR 200 and applicable cost circulars issued by the Office of Management and Budget (OMB) including A-87 Cost Principals, A-102 Administrative Requirements, and A-133 Audit Requirements.

In compliance with procurement regulations, this solicitation is publicly advertised in the Minnesota Star Tribune, Argus Leader, Fargo Forum, and Bismarck Tribune.

## **II. Role of Equalis Group**

Equalis Group works with Lead Agencies, such as CPC, that are legally empowered to conduct formal procurement processes, enter into Master Agreements, and make those Master Agreements available to public sector organizations and school districts. As the procurement consultant and program manager for this solicitation, Equalis Group will assist CPC in managing and marketing the overall Program.

The Winning Distributor(s) and Equalis Group will enter into a separate management agreement which defines the roles and responsibilities of both parties relating to marketing and selling the program to current and prospective Members, as well as Reporting Requirements and Vendor Participation Fee. Together, CPC and Equalis Group will work closely with awarded Distributor(s) to implement and maintain manufacturer deviation programs and develop strategies to drive program adoption with current and future Members.

Equalis Group has established a manufacturer pricing program through its partnership with a foodservice purchasing cooperative known as Rockies Procurement Services (RPS), which serves the foodservice supply needs of schools in Arizona, Colorado, and Wyoming. In partnership with CPC, RPS, and other SFAs nationally, Equalis Group has developed relationships with manufacturers to establish a portfolio of cost deviations nationally. The Equalis Group manufacturer cost deviations will be offered to awarded Distributor(s) to reduce the cost of goods for Members of this Program. The Distributor(s) will be expected to complement the Equalis Group manufacturer cost deviations by obtaining additional manufacturer cost deviations where gaps exist in the portfolio. Distributors will not respond to the Equalis Group manufacturer cost deviations as part of this RFP, as a national market basket bid will be in-process at the time of the submission deadline.

### III. Responding Minimum Qualifications

All submissions must contain answers, responses and/or documentation to the information requested herein. Any submission failing to provide the required information/documentation may be considered non-responsive.

Distributors must demonstrate their ability, capacity, and available resources to provide professional distribution services for a cooperative school food program to CPC. Respondents are required to communicate and demonstrate within their submittal that they have extensive knowledge and background. CPC prefers **at least five (5) years of K-12 school nutrition experience with obtaining, delivering, and supporting the product lines offered.**

Distributors must also:

- A. Demonstrate knowledge and capacity of working within K-12 food distribution.
- B. Commit to providing distribution services to all CPC locations within their geographic distribution coverage area.
- C. Identify the specific CPC locations that they will service on the basis of logistical capability.
- D. Support CPC's DTM program by maintaining awarded pricing and product specifications.
- E. Obtain and stock DTM products where demand meets minimum stocking requirements.
- F. Implement and maintain manufacturer cost deviations where gaps exist in CPC's portion of DTM.
- G. Offer and stock market basket items where demand meets minimum stocking requirements (see Market Basket Template).
- H. Provide participating SFAs with all other food and supplies as needed by child nutrition programs.
- I. Provide detailed sales reporting and program analytics as specified by CPC and Equalis Group.
- J. Collaborate effectively with both CPC and Equalis Group on program implementation and growth.
- K. Firm, fixed fee (per case) to deliver all products purchased.
- L. Firm, fixed fee (per case) to deliver USDA Foods (Minnesota SFAs only).

Distributor(s) must have adequate financial resources, or the ability to obtain such resources, to comply with the delivery requirements of this solicitation and participating SFA requests (taking into consideration existing business commitments). CPC and the participating SFAs reserve the right to accept or reject Distributors failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

## IV. Purpose and Scope of Work

CPC and its participating SFAs are seeking responses from K-12 Food Distributors, herein Distributor, able to provide services of ordering, warehousing, and delivery of food and supplies for use in child nutrition programs across the upper Midwest. CPC's objective is to secure comprehensive coverage for all participating locations through this solicitation, while maintaining competitive pricing and high service levels.

For over forty years, the service cooperatives have combined the purchasing volume of participating school districts in the national school lunch program to issue cooperative bids for volume pricing and distribution services. For most of these years, CPC conducted a distribution-only solicitation that was awarded on behalf of participating SFAs in various regions throughout Minnesota and North Dakota, with occasional participation from schools in South Dakota.

To enhance value for participating schools, CPC restructured its school food procurement approach. Working with Equalis Group, CPC now manages a comprehensive program that includes both distribution services and direct manufacturer relationships. Under this model:

1. Equalis Group, on behalf of CPC, RPS, and additional SFAs nationally, secures manufacturer pricing through a direct-to-manufacturer (DTM) bid process that leverages the combined purchasing volume of the SFAs in the form of a market basket bid that is a representative sample of at least 75% of total food purchasing needs. The market basket includes a wide range of food items compiled from multiple data sources. Manufacturers are expected to respond to all applicable items.
2. Awarded Distributors stock and distribute DTM products at the established pricing. Awarded Distributors may propose a minimum stocking requirement for DTM or other products.
3. Awarded Distributors supplement the DTM program by obtaining additional manufacturer cost deviations where gaps exist.
4. All pricing and deviation programs are exclusive to participating SFAs.

CPC will evaluate all proposals with the goal of achieving complete geographic coverage for its entire membership while limiting the total number of distributors awarded. Awards will be made based on a combination of factors, including but not limited to geographic coverage capability, competitive pricing, and service levels. While CPC may make a single award if a Distributor demonstrates the ability to effectively service all locations competitively, multiple awards may be made if necessary to ensure comprehensive coverage and maintain competitive market dynamics. In the event of a multi-award, CPC reserves the right to award based on a defined geography in order to increase distribution efficiencies. This decision will be made based on an assessment of competitive responses, overall coverage and capabilities of the distributor. Furthermore, distributors are expected to provide services to all CPC locations that are geographically located within their typical coverage area and should not base their coverage on selecting specific schools they prefer to service.

This structure allows CPC to leverage its collective purchasing power while ensuring reliable distribution service for all members. The initial contract term will begin July 1, 2025, with potential for significant growth as additional schools join the program. CPC and Equalis Group will actively market this program to expand membership while ensuring program stability and service quality for existing members.

CPC and its participating SFAs will be requesting access to the Distributor's entire catalog of products and supplies along with a market basket of products to be procured from the Distributor. The market basket items are defined and requested within the Pricing Schedule.

This solicitation is a “**cost-plus fixed fee**” solicitation on behalf of its participating SFAs. The fixed

fee will apply to all purchases made by the participating SFA and as outlined herein. USDA does not allow percent fee amounts; fixed fees must be of monetary value.

In recognition of varying operational requirements across different geographic regions and delivery volumes, Distributors may propose multiple fee structures within their cost-plus fixed fee model. For example, a Distributor might propose different fixed fees based on factors such as delivery volume, location, or other operational considerations that impact distribution costs. However, fee structures must be based on objective operational criteria and cannot be specific to individual schools. Any proposed fee structure must maintain the cost-plus fixed fee framework, be clearly defined, and remain fully auditable. Each proposed fee structure should include a detailed explanation of the criteria that determine when each fee would apply. Distributors shall propose fee structures that are commercially reasonable, market-competitive, and non-discriminatory across SFAs, and such fees shall be comparable to or more favorable than those offered by other distributors providing similar services in the relevant market. This flexibility allows Distributors to develop economically viable solutions for serving all participating SFAs while maintaining program integrity and transparency.

Should a responding Distributor not agree to some of the terms and conditions of this solicitation, the Distributor can deviate and provide an alternative condition. These deviations are considered requests until accepted.

## **V. Category Terms and Conditions**

### **A. Products: Awarded DTM, Market Basket, and All Other Product/Supplies**

1. Respondent must propose a minimum stocking requirement for any other products requested by SFA's
  - i. Respondent must provide their Distributor assigned item/product number for each DTM awarded product.
2. Respondent must have access to a full inventory of their proposed market basket items.
3. Respondent must provide access to their remaining product catalog of food and supplies.
4. All products, supplies, and equipment must be new, and not have been previously used, returned, and must be current and actively marketed products by the manufacturer.
5. USDA Grades. All items shall be top USDA Grades unless otherwise noted. In the event these products are packed as "Private Label" items, the respondent shall note the grade level that their labels indicate. Minimum standards of CN labeling equivalencies, identity, fill container, drained weight, etc. are part of the product specification. These standards are specifically covered in federal and/or state regulations. Any supplier who violates these standards is in violation of their contract with CPC and the SFAs, as well as, federal and/or state laws.
6. Product Documentation
  - i. Respondents must provide all product documentation to SFAs within 24-48 hours when requested. Product documentation includes:
    - a. Nutritional Label and Ingredient Statements.
    - b. Child Nutrition Label and/or Product Formulation Statement for all food items.
    - c. Buy American Statement or product origin for all USDA meal pattern components.
    - d. Food Allergen Statement.
    - e. Product Information Sheet for all non-food items.
    - f. Other documents as required by USDA or Departments of Education.
  - ii. Documents that are accessible online are preferred.
  - iii. CPC retains the product documentation of the awarded DTM products and will share access to those documents with participating SFAs.
7. Product Performance Requirements.
  - i. All produce and dairy products shall comply in all respects to all standards and

- regulations established by federal, state and/or local laws, codes, and regulations governing and controlling the public consumption of these products.
  - ii. All product proposed must be equal to or better than the quality specified.
  - iii. Fresh Fruit and Vegetables. Coatings may be applied to fresh fruit for protection of the fruit only if the coating is applied in the minimum amount required to accomplish the intended effect and if the coating meets all Federal FDA standards.
  - iv. All fruit and vegetables are to be handled and packaged under sanitary conditions. Distributors may make additional nuts, fruits and vegetables available according to growing seasons, or to meet special needs.
8. Processed Fruit and Vegetables. All vegetables and fruit, including mixed product, shall be prepared from clean, sound and properly matured products which are fresh, fresh brined, or frozen prior to processing. The quality for each individual product shall be equivalent to U.S. Grade A, if frozen, or U.S. No. 1 or better, if fresh, except sweet peas and yellow corn, if frozen, shall be equivalent to U.S. Grade B or better for maturity.
  9. The United States Department of Agriculture (USDA) through its Agricultural Marketing Service (AMS) develops and maintains the Institutional Meat Purchase Specifications (IMPS) for meat and meat products. The complete IMPS currently include eleven documents addressing meat handling, refrigeration, and packaging; code referenced descriptions for beef, lamb, veal, pork, goat, variety meats, sausages, and cooked meat products; and quality assurance provisions recommended for use by any quality control activity. The Respondent must comply with these standards for meat products supplied under this solicitation.
  10. Safety Data Sheets (SDS). Verify that all items conform to all applicable federal and state safety requirements, provide proper SDS as required by law for all products sold. The SDS literature must be delivered to the participating SFA with each shipment of goods.
  11. Recalls. Distributors(s) must notify CPC and its participating SFAs of any equipment or product recalls. The Distributor will issue a credit or comparable substitute for any delivered, recalled product at the participating SFAs' discretion. All costs associated with voluntary and involuntary equipment and product recalls shall be borne by the awarded Distributor(s).

#### **B. Ordering Support & Ancillary Services**

1. Respondent must offer multiple methods for order entry, to include, but not limited to sales representative, phone, or online order entry system (web-based and/or mobile application).
2. Online ordering. Respondent must provide access to a robust, easy-to-use electronic ordering system suitable for SFAs needs.
  - i. System must clearly identify DTM awarded products and market basket/bid items.
  - ii. System must clearly identify Special Order items. Respondent must define how Special-Order items are handled (See Questionnaire).
  - iii. Respondent must create an electronic, easy-to-use order guide of awarded product for participating SFAs within their online ordering system.
3. Respondent must provide access to nutritional support whether from an educational consultant (i.e. dedicated educational staff) or registered dietitian with experience in K-12 foodservice and its nutritional requirements.
4. Substitutions, Outs, and Shorts (SOS).
  - i. Respondent must notify the SFA upon order submission of a substitution, out, or short on their order.
  - ii. Respondent shall contact the SFA prior to picking for delivery for approved substitutions. Substitutions may be replaced if approved by the SFA.
  - iii. All substitutions must be of equal or higher grade/quality (i.e. WGR product for WGR product). Respondent will need to contact the SFA if no matchable product is available.
    - a. Items that are substituted and not approved by the SFA have the right to be refused by the SFA and the SFA will not incur any costs association with a substitution that was not approved.

- iv. All substitutions, outs, and shorts must be clearly indicated on the delivery receipt and applicable invoice.
- 5. Discontinued Products.
  - i. Respondent must notify CPC of discontinued market basket products at least 30 days prior to the last day of the products' availability. Discontinued products may or may not be replaced in the market basket at the discretion of CPC and participating SFAs.

## C. Pricing

- 1. Market Basket (Distributor)
  - i. Pricing for market basket items and any other entry made in response to this solicitation is considered subject to the timeframe agreed upon in Distributor agreements with manufacturers.
    - a. All pricing submitted shall be based on the finished product weight received, including all applicable labor, materials, and shipping charges to the distributor.
    - b. Per USDA requirements set by the USDA food and nutrition service (FNS), consistent with 2 CFR Part 200, all pricing submitted shall be net of any applicable credits, such as rebates, refunds, or purchase discounts.
- 2. Evaluation of Pricing
  - i. Market basket items will be evaluated by calculating the total cost per serving. This equalizes pack size variation.
  - ii. CPC will evaluate the proposed fixed fees, fuel surcharges, and market basket costs.

## D. Fixed Fees.

- 1. **Distribution Fee:** Distributors shall propose fixed fees that cover all costs associated with warehousing and delivering products to participating SFAs and shall include the Vendor Participation Fee as defined herein. These fees must follow the cost plus fixed fee model outlined previously, where different fee structures may be proposed based on operational considerations. All proposed fees must be expressed as a monetary value per case, as percentage-based fees are not permitted under USDA guidelines.
- 2. **Fee Adjustments:** Distributors may propose fee adjustments for each subsequent school year. All adjustment requests must be submitted in writing to CPC no later than February 1<sup>st</sup> prior to the start of the new school year. Each request must include supporting documentation that demonstrates the need for an adjustment based on recognized government indices such as the Consumer Price Index (CPI) or Producer Price Index (PPI). The documentation should clearly show the correlation between the selected index and the proposed fee adjustment. CPC retains sole discretion in approving or denying any fee adjustment requests.
- 3. **Vendor Participation Fee:** To support program administration and continued growth, a vendor participation fee of \$0.40 per case will apply to all products sold through this program. This fee will be administered by Equalis Group and collected monthly based on sales reporting. The vendor participation fee is not a cost-plus fee or rebate and should not be referred to as such. Distributors should account for this fee when developing their fixed fee proposals.
- 4. **Best and Final Offer (BAFO):** CPC reserves the right to negotiate final fee structures with awarded Distributor(s) to ensure program objectives are met.
- 5. **Food Distribution Program - USDA Foods: Firm, Cost-Plus Fixed Fee (Minnesota SFAs only):** The Firm, Cost-Plus Fixed Fee as outlined above will also apply to USDA Foods (formerly Brown Box) ordered by participating Minnesota SFAs to be picked up at the warehouse designated by the MN Department of Education and delivered to the participating SFA. This fee is **independent** of the fixed fee outlined above.
  - i. Responding Distributor(s) may propose storage fees that must be clearly defined in their response.
  - ii. If the Distributor requires an SFA to sign a separate USDA Foods delivery/storage agreement, the Distributor **must include** a copy with their response.



**E. USDA Foods, Commodity Handling Program (Minnesota SFAs Only)**

1. A three (3) part program is offered to SFAs in Minnesota and is outlined below.
  - i. Indirect Discount/Net-Off-Invoice (NOI). A participating SFA may elect to use the NOI options to receive to the extent possible, its “A and B” USDA Entitlement values. This option is addressed in 7 CFR 250.30 and has been endorsed for use. Participating SFAs may use the NOI option to the extent the Manufacturer’s (processor’s) delivered price is responsible and deemed to be a cost savings to the SFA.
    - a. Under NOI, a processor delivers end products to a commercial distributor, which must sell the end products to eligible SFAs at a net price that incorporates a discount from the commercial case price for the USDA Foods contained in or needed to produce the end products. A commercial distributor is always involved in this system.
    - b. Sales begin as commercial sales and products. An SFA procures commercial products from a distributor and the distributor procures those products from a processor. The distributor pays the processor at the commercial price. If the eligible SFA to which the product is being sold has the necessary USDA Foods inventory with the processor, the sale is converted from a commercial sale to an NOI sale. The SFA then pays the distributor the NOI price which is calculated by subtracting the value of USDA Foods contained in or needed to produce the product from the commercial price and adding a fixed fee for storage and distribution by the distributor.
    - c. The processor must require the distributor to notify it of such sales, at least monthly, through automated sales reports or other electronic or written submission. After the NOI sale is confirmed, the processor compensates the distributor for the discount provided for the value of the USDA Foods in its sale of end products to an eligible recipient.
  - ii. Food Distribution Program – USDA Foods A participating SFA may elect to participate in this program, requiring the “pickup” of their USDA Foods at the warehouse designated by the MN Department of Education. The SFAs goods will be transported back to the Distributors warehouse, storage charges may be applied (if any), and delivery made to the participating SFAs.
  - iii. Fee for Service. SFAs that have surveyed with Minnesota Department of Education (MDE) for the total number of raw pounds (beef and pork) they would like diverted to processor will receive their diverted products from their awarded Distributor(s). The participating SFAs utilizing Fee for Service will only be paying for the service it takes to process and delivery the case(s) of finished product. SFAs will pay the Fee for Service price with the processor until their pounds are exhausted. Fee for Service pork and beef products are non-substitutable.
2. All boxes/cartons containing further processed USDA Food products must display the Product Name and Product Number (if applicable). All product labels must show the product name and ingredients and be labeled and packaged as required by the United States Department of Agriculture (USDA). Additionally, ALL PRODUCTS must adhere to current federal regulations for good manufacturing practices.

**F. Storage, Handling, and Delivery**

1. Respondents’ warehouse facilities must ensure frozen foods will be stored at 0°F or below and chilled items stored at 36°F depending on manufacturer’s recommendations.
2. Delivery temperature of frozen and chilled foods shall be in accordance with the Association of Food and Drug Officials (AFDO) Code as recommended by the Food and Drug Administration (FDA).

3. Respondents' buildings, fixtures, and other physical facilities used to supply food shall be maintained in a sanitary condition and shall be kept in repair, sufficient to prevent food from becoming adulterated.
  - i. Delivery trucks must be climate controlled to keep food frozen and/or fresh prior to delivery.
4. Drivers must be licensed and bonded and have a criminal background screening completed and passed prior to entering a school, paid by the awarded Distributor(s).
5. Drivers and delivery personnel will act in a professional manner while on SFA property. Delivery personnel will be dressed in a clean company uniform.
6. Respondent will discuss delivery schedules with each district.
  - i. The awarded Distributor(s) and the participating SFA will mutually agree upon delivery day(s)/time(s).
  - ii. Offer the option of a key drop delivery when available.
  - iii. Once in agreement, the Distributor(s) is expected to adhere to this schedule.
  - iv. Participating SFAs must be notified a minimum of 10 business days of any permanent delivery schedule changes.
    - a. In the case of weather delays, the Distributor needs to notify the SFA as soon as possible with updates on delivery.
    - b. The Distributor(s) must notify the SFA if delivery is 2+ hours off the typical scheduled time.
  - v. Delivery should avoid serving times during breakfast and lunch.
  - vi. Deliveries must be made year-round for SFAs who provide summer food programs.
7. No damaged cases or packages will be accepted by the SFA. The Distributor(s) agrees to pay for return shipment on goods that arrive in a defective or non-operable condition.
8. All products will be delivered in the original packaging of the manufacturer.
9. All products shall be "floor set" according to their designated area (i.e. dry storage, refrigerated, frozen).
10. All work will be accomplished in conformance with OSHA and HACCP safety requirements, and any additional federal, state or local requirements.
11. Provide bill of lading, receipt, and/or invoice at the time of delivery.

#### **G. Fuel Surcharges**

1. Due to the uncertainty of what fuel costs will be during the contract term, CPC will allow the awarded Distributor(s) within 5 business days at the end of the month to submit a written request to have a fuel surcharge implemented based on the current cost of diesel fuel.
  - i. The fuel adjustment surcharge will be a fixed dollar amount for all participating SFAs and will apply to each delivery/drop made.
    - a. Responding Distributor(s) will propose a flat fee for the fuel surcharge in the Pricing Schedule. This flat fee is not to exceed \$9.00 unless a justifiable request has been filed and approved by CPC.
    - b. All fuel surcharges must be shown as a single line item on the SFAs invoice.
  - ii. The fuel surcharge request will be allowed for any fuel costs above \$3.50 per gallon using the market, based on the average Diesel (on highway) in the Midwest furnished by the U.S. Energy Information Administration (EIA) and viewed at [https://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_r20\\_w.htm](https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r20_w.htm)
    - a. Distributors requesting a fuel surcharge will use the previous months average rate.
    - b. Distributors will monitor this rate/report to determine and notify the awarded Distributor(s) when the fuel surcharge must be removed (costs drop below \$3.50 per gallon).

#### **H. Financial, Billing, and Payments**

1. Provide receipt of invoice upon delivery; invoices shall be sent directly to the SFA for

- payment.
2. Provide separate accounts and invoices for all Fresh Fruits and Vegetables Program (FFVP) purchases when requested by the SFA.
  3. All credits are to be issued within ten (10) business days of authorization or return date.
    - i. Provide a copy of the credit correlating to the applicable invoice to the SFA.
  4. All rebates available to SFAs on purchased product must be included in the calculated prices.
  5. Participating SFAs will pay the Distributor(s) directly for all ordered products.
  6. Purchases and payments by SFA employees **is not allowed** under the resulting contract. SFAs and Distributor(s) allowing personal purchases **must** set up a separate account outside of the child nutrition program.
  7. The Distributor(s) is encouraged to set payment terms and conditions that meet the needs of SFAs. This includes once a month school board approval before a payment is allowed.

**I. Reporting by the Awarded Distributor(s)**

1. Various reports outlined below will be required. The Respondent must be able to demonstrate its capability to provide accurate, reliable, and timely information. Reports submitted to CPC in Microsoft Excel format include:
  - i. DTM Price Load Reports:
    - a. Report will include all necessary attributes to identify the specific product and pricing that is loaded in the Distributor(s) system. These reports will be utilized by CPC and Equalis Group to verify accuracy of pricing and monitor price changes on DTM items.
  - ii. Monthly Sales Reports:
    - a. Report will list the sales volume showing the total gross dollar volume of all purchases made by participating SFAs within said month and the Vendor Participation Fee calculations. This report will be due within 20 business days of the month ending.
    - b. Reports will include all necessary details to identify each individual school, school district, product, and pricing attributes.
  - iii. Other reports as requested by CPC.

**J. Audits**

1. Provide CPC with the ability to audit all program requirements.
2. In an audit, the Distributor must be able to provide verifiable documentation of all purchases made by participating SFAs and will make every reasonable effort to resolve discrepancies fairly and equitably to the satisfaction of CPC, the participating SFAs and the awarded Distributor(s).
  - i. Failure at an audit means that the contract pricing and/or fixed fee could not be verified. Refunds to all participating members must be made. If refunds are due to the SFAs, they must be notified of the credits and the credit must be instituted to their accounts within 10 business days.

**K. Implementation/Onboarding SFAs**

1. Responding Distributor(s) must be able to provide ample training to SFAs regarding the available order methods and processes of the awarded Distributor(s).
2. Training between the SFA and awarded Distributor(s) shall be at an agreeable time and finalized so the SFA is fully prepared to start the school year with a fully functional school nutrition program. Seamless implementation will be critical to the success of the contract, the support to participating SFAs, and quantities needed to meet meal requirements.
3. All implementation and onboarding must be completed prior to July 1 of each year.

**IV. Method of Award:** This solicitation will be evaluated based on the following combined factors:

	Points Available
<b>Minimum Qualifications</b> <ul style="list-style-type: none"> <li>Submission requirements.</li> <li>Demonstration of knowledge and capacity of working within K-12 food distribution.</li> <li>Substantial agreement with the terms, conditions, and requirements outlined in this solicitation.</li> </ul>	Pass/Fail
<b>Technical</b>	
Ordering Support & Ancillary Services	20
Storage, Handling & Delivery Requirements	10
Financial, Billing & Payments	5
Implementation & Onboarding	5
<b>Pricing</b>	
Stocking Requirements	15
Market Basket - Cost, Total Bottom Line <ul style="list-style-type: none"> <li>Lowest cost – 15 points</li> <li>Total cost of the marketing basket will be evaluated using the formula:  <math>\text{Lowest Cost} / \text{Proposed Cost} \times 15 \text{ points} = \text{Points Issued}</math>                Example: <math>(\\$21.26 / \\$25.47) \times 15 = 12.52 \text{ points}</math> </li> </ul>	15
Firm, Fixed Pricing	5
Split Case Fee	5
Fuel Surcharge	5
Fixed Fee (Delivery)	10
<b>Total Points</b>	<b>100</b>
USDA Foods Fees & Storage (MN Schools Only)	5

**V. Timeline:**

Date/Time	Description
February 3, 2025	Publication of Solicitation
February 12, 2025, at 1:00 p.m. CT	Non-Required Conference Call
<b>February 27, 2025</b>	Deadline for Respondents to Submit Questions
<b>March 7, 2025 at 1:00 p.m. CT</b>	<b>Deadline for Submission</b>
March 2-28, 2025	Evaluation and Awarding
July 1, 2025	Initial Start of Contract Term

**VI. Non-Required Conference Call:**

A web conference will be held allowing respondents to ask questions, concerns and/or issues they may have relating to the solicitation. Respondents are encouraged to participate. The non-required conference call will not be recorded. Questions asked and answered during the non-required conference call may not be posted to Public Purchase for reference. To attend, visit:

<https://us02web.zoom.us/j/81727388217?pwd=Ca74Cnj7lqVujy33vXABmpc6zoJ2y.1>

**Meeting ID:** 817 2738 8217

**Passcode:** Wmw5qd

• +1 312 626 6799

• +1 646 931 3860

**VII. Solicitation and Submittal Procedures:**

**Public Purchase:** Public Purchase is an easy-to-use platform that provides respondents/vendors with automatic notification of open solicitations, automatic notification of answered questions and

issued addenda, and a way to electronically submit a response. All changes, updates, uploads, and downloads are time-stamped and logged as part of the solicitation process.

**Submittal:** It is the responsibility of the respondent to be certain that the submittal has been uploaded to Public Purchase by the due date and time, as described in this solicitation.

Responses are to be submitted electronically via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). If the submittal has not completed its upload to Public Purchase by the due date and time, Public Purchase and CPC will not accept the submittal. If any issues are encountered during the submission, respondents/vendors should contact [support@publicpurchase.com](mailto:support@publicpurchase.com) or use the Public Purchase chat function to solve any technical issues.

A complete submittal must reflect the following uploaded and correctly labeled documents. Failure to submit the required documents in their completion or in the correct format may result in non-consideration. Any documents with inserted images of completed documents will not be accepted. Password protected submittals and oral or written proposals are invalid and will not receive consideration.

Document Title	How to be Submitted
<b>1 RFP 25.12 – Food, Supplies, and Distribution Services for Child Nutrition Programs</b>	<b><u>Do Not Submit with Response.</u></b> Retain for Your Records.
<b>2 General Terms and Conditions</b>	
<b>3 Questionnaire – Name of Company</b>	Provided as Word document.  <b>Submit as one (1) PDF.</b> Include certifications, if applicable.
<b>4 Forms &amp; Signatures – Name of Company</b>	Provided as PDF.  <b>Submit as one (1) PDF, <u>signatures required.</u></b>
<b>5 Market Basket Template – Name of Company</b>	Provided as Excel document.  <b>Submit as Excel document.</b>
<b>6 Participating SFAs to Service</b>  *Responding Distributors <b><u>will</u></b> serve all participating SFAs as designated in their response.	Provided as Excel document  <b>Submit as Excel document.</b>
<b>6 Certificate of Insurance (COI) – Name of Company</b> • See <b>Insurance</b> for coverage requirements.	<b>Submit as PDF.</b> Respondent to provide.
<b>7 USDA Foods Commodity Delivery Agreement</b>	<b>Submit as PDF.</b> Respondent to provide if proposing to delivery USDA Foods (Brown Box) to Minnesota SFAs.

**Questions:** Requests for additional information or questions shall be asked via Public Purchase for all participating respondents to see. CPC will respond accordingly via Public Purchase to all questions asked by the question deadline.

**Addenda:** Addenda are written instruments issued by CPC which modify or interpret the solicitation documents by additions, deletions, clarification, or corrections. Addenda issued by CPC will become a part of the specifications and will be made part of the contract/agreement. Addenda will be sent automatically upon CPC's response via Public Purchase. Addenda are logged and tracked within Public Purchase. Interpretations, corrections, or changes to the solicitation made in any other manner will not be binding, and respondents shall not rely upon such interpretations, corrections,

and changes. No answers to questions or addenda will be issued later than seven (7) business days prior to the due date and time of the solicitation, except an addendum withdrawing the solicitation or one which includes postponement of the due date and time of the solicitation.

**Correction of RFP Documents:** Upon examination of the RFP documents, respondents shall promptly notify the RFP Facilitator of any ambiguity, inconsistency, or error, which they may discover. Any notification of ambiguity, corrections and/or requests for interpretation must be submitted, via Public Purchase, no later than seven (7) business days prior to the RFP opening. Interpretations, corrections, and changes to the documents will be made either by answers or an addendum. Answers and addenda will be sent to respondents via Public Purchase.

**Late Submissions:** Submittals will not be allowed to be submitted or uploaded after the due date and time set by CPC. It is the respondent's responsibility to ensure that submittals are received by the due date and time listed.

**Modifications or Withdrawal of a Proposal:** A proposal may not be modified, withdrawn, or cancelled by the respondent for a period of one hundred-twenty (120) days following the due date and time of the proposal, as each responder so agrees in submitting a proposal. Prior to the due date and time of the proposals, any proposal submitted may be modified or withdrawn within the Public Purchase system. Withdrawn proposals may be resubmitted online via Public Purchase up to the due date and time designated for the proposal if they are fully in conformance with these Instructions to Respondents.

**Rejection of Any or All Proposals:** CPC and the participating SFAs reserve the right to reject any, and all bids/proposals, to waive any informality, or to accept/reject any items listed in the pricing schedule in the best interest of CPC and the participating SFAs.

**Binding Contract:** A response to this solicitation is an offer to contract with the CPC and the participating SFAs based upon the terms, conditions, scope of work, and specifications contained in this request. The respondent acknowledges that the Contract Offer & Award (see Forms & Signatures) binds the respondent(s) to all terms and conditions stated in this solicitation.

**SFA Termination:** Any participating SFAs may terminate its agreement, in whole or in part, for cause or convenience, at any time by written 60-day notice to the successful Distributor(s) and CPC stating the extent and effective date of termination. Upon receipt of notice of termination under the preceding sentence, the Distributor(s) and CPC must, unless otherwise directed by the SFA, stop work and acquisition of materials under the contract.

**Manufacturer Letter of Price Guarantee:** Manufacturers awarded under the DTM program are required to provide all awarded Distributors a copy of their DTM pricing no later than June 1.

**Contract Term:** The term of the Agreement resulting from this solicitation will be from July 1, 2025, through June 30, 2026. There will be an optional yearly renewal for a period lasting no longer than three (3) additional one-year terms, based on successful performance. CPC and its participating SFAs may grant an extension under certain criteria and conditions.

Annually, CPC will conduct a process on behalf of any SFAs seeking to join the program. This will be sent to all current contracted Distributors for review and response. Distributors receiving an intent to award from the participating SFAs will work with CPC to amend and add the new SFAs to the Agreement.

**Administrative Fee:** To support program administration and continued growth, a vendor participation fee of \$0.40 per case will apply to all products sold through this program. This fee will

be administered by Equalis Group and collected monthly based on sales reporting. The vendor participation fee is not a cost-plus fee or rebate and should not be referred to as such. Distributors should account for this fee when developing their fixed fee proposals.

Administrative fees shall be paid on a monthly basis, within 20 business days after the end of each fiscal month.

## **VIII. Contract Terms and Conditions:**

**Accuracy:** Formulas included in the pricing schedule are embedded for the extension of per serving pricing and evaluation purpose. If either unit price, or extended price is obviously in error, and the other is obviously correct, the incorrect price will be disregarded. **DO NOT MAKE FORMULA CHANGES.** CPC will issue an amendment correcting the error if an error is discovered.

**Appropriated Funds:** Any order issued by the SFAs because of this solicitation is contingent upon the availability of appropriated funds. If funds do not become available or are withdrawn, the participating SFAs reserve the right to cancel any order. All payments are dependent upon and subject to the availability of funds to the participating SFAs for the purpose set forth in the resulting agreement. Should any Contract formed hereunder be funded from SFA appropriations, and in the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under a Contract made pursuant to this solicitation, the SFA shall immediately notify the Distributor of such occurrence but the SFA shall have no further obligation as to such current or succeeding fiscal year and the Contract shall be null and void, except as to the portions of payment herein agreed upon for the funds which shall have been appropriated and budgeted.

**Authorized Signature:** For all documentation that requires signature, the signature provided must be that of the Owner, Partner, or Corporate Officer duly authorized to sign contractual agreements. Additionally, if requested by CPC, or the participating SFA, disclosure of corporate ownership information shall be submitted.

**Bill Backs:** The regulations at 7 CFR 210.21(f), 220.16(e) and 215.14a (d) require that SFAs must include in all cost reimbursable contracts, contracts including cost reimbursable provisions and solicitations for such contracts, provisions which limit the use of nonprofit school food service account funds to costs resulting from proper procurements and contracts. Specifically, the regulations require that SFAs may use nonprofit school food service account funds to **pay only for allowable costs** – those costs net of all discounts, rebates, and other applicable credits. The regulations ensure that SFAs receive the full benefit of any discounts, rebates or credits arising from purchases made under cost reimbursable contracts on behalf of the school meals programs. As such, it helps ensure that limited school meals program resources are used as efficiently as possible.

**Change In Product Formulation/Specification:** As current product specifications are a requirement of the DTM contract, it is the manufacturer's responsibility to inform CPC of **ANY** change to product formulation, nutrition analysis, product code, or pack size of DTM awarded product **BEFORE** the product is shipped to distributors or delivered as part of this contract. Failure of the manufacturer to provide updated Product Information to CPC may result in the product being removed from the approved product list.

**Deviations:** Any deviations from specifications and requirements as written herein shall be clearly pointed out by the responding Distributor(s). Otherwise, it will be considered that products and services offered is in strict compliance with specifications and requirements, and the successful Distributor will be held responsible, therefore. Any deviations shall be explained in detail in the Questionnaire. However, no implication is made by CPC that deviations will be acceptable. The Distributor is advised that the response (or lack thereof) on this question does not take precedence

over specific responses or non-responses provided elsewhere in this solicitation.

**Indefinite Order Quantity:** Manufacturers were informed that the DTM solicitation, RFP #24.1, was for an estimated quantity of goods. No guarantees in order quantities exist until the manufacturer receives a purchase order from the SFA (direct shipment) or from the Distributor, acting on behalf of SFAs. The quantities listed in this solicitation are for estimation and planning purposes only. The listed quantities are subject to change, with no guaranteed minimum order implied by this request. The pricing reflected is considered valid for the period shown under the “Contract Term” section of this solicitation. The SFAs will procure goods through the contract term of this solicitation only upon actual award. The SFAs and the Distributor, acting on behalf of SFAs, convey to the Manufacturer that purchases will be made as a matter of convenience to the SFAs and the Distributor, acting on behalf of SFAs. Award of items to Manufacturers pertaining to this solicitation does not guarantee purchase of stated quantities. If the Manufacturer has minimum shipment requirements, the requirements must be documented and included on the pricing schedule as directed. Manufacturers were encouraged to provide the **lowest possible minimum shipment and allow mixed product shipments** (multiple end products) to encourage Distributor stocking of the awarded product(s). In the absence of specific shipment information, it will be assumed that NO minimum ship requirements exist.

**Insurance:** Responding Distributor(s) must purchase, maintain, and provide certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman’s compensation, unemployment, and other insurance coverage required by and applicable to each of CPC’s individual state’s statutes and federal laws which proposed products and services will be offered and provided.

The Respondent must provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a “Certificate Holder”. Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice (emailed) to CPC. The COI must be updated and emailed to CPC in PDF format upon coverage renewal. The Respondent must meet the following, minimum coverage requirements:

- A. Commercial General Liability: \$1,000,000 per occurrence, \$2,000,000 general aggregate
- B. Automobile Liability: \$1,000,000 each accident
- C. Workers Compensation: \$100,000

Certificate Holder:

Cooperative Purchasing Connection  
1001 E. Mount Faith Ave  
Fergus Falls, MN 56537

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. **The Respondent must provide the COI with their submittal.**

**Interpretation:** This solicitation represents the basis for any award between a Respondent, CPC and its participating SFAs, and supersedes all prior offers, negotiations, exceptions, and understandings. The product information and data submitted by the Respondent(s) should be self-explanatory and not require any clarification or additional information.

**Protests:** All protests pertaining to the specifications of the solicitation must be delivered in writing and received by the RFP Facilitator no later than 4:00 p.m. CT on the third (3) business day before the opening of proposals. A protest shall be filed no later than three (3) business days after the opening of the proposals or if the protest is based on subsequent action of CPC, not later than three



(3) business days after the aggrieved person knows or should have knowledge of the fact giving rise to the protests. Protests of an award will only be accepted by Vendors who have submitted a response to the solicitation. Respondents may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in the scoring by individual evaluators may not be protested. Protests not filed within the time specified above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed. Should such a protest reach arbitration and result in a loss, the Vendor will be borne to all costs, including CPC's legal fees. Protests shall include the following:

- A. Name, address and telephone number of protester;
- B. Original signature of the protester or its representative;
- C. Identification of the solicitation by RFP number;
- D. A detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested; and
- E. Any protest review and action shall be considered final with no further formalities being considered.

**Title and Risk of Loss:** The title and risk of loss for the requested items shall remain with the successful Distributor(s) until the items have been delivered and accepted.

**Tie Bid:** In the event of a tie on a specification or specified category, the deadlock will be decided by using the following order:

- A. The largest pack size with the lowest unit cost per serving.
- B. Manufacturer is verified as HUB Certified.
- C. All else being equal, by coin toss with a minimum of two CPC representatives present. All present, will witness and document by signature, the results of the coin toss.

## **IX. Distributor Requirements**

The Distributor shall abide by all applicable Federal and State laws and policies of the States and Board of Education when providing services under this Contract. The Contract documents are highlighted below and must be completed, signed, and submitted with the official solicitation documents as directed.

**Buy American:** Respondent must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act – 7 CFR 210.21) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the continuous United States to purchase, to maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Buy American – (1) Definition of domestic commodity or product. In this paragraph, the term “domestic commodity or product” means (i) An agricultural commodity that is produced in the United States; and (ii) A food that is processed in the United States substantially (at least 51%) using agricultural commodities that are produced in the United States.

Schools participating in the NSLP and SBP through federal regulations are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Foods purchased for the Child Nutrition Program shall be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:

- A. The product is not produced or manufactured in the United States in sufficient, reasonable, and available quantities of a satisfactory quality, such as bananas and pineapple; and
- B. Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

Respondents must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

**Criminal Background Check:** Criminal background checks must be conducted on any personnel accessing SFA or school district property. No one with a history of child abuse or sexual assault will be allowed to access any school property. A letter or statement verifying that all personnel meet this standard must be included with the proposal (see **Questionnaire**). At the discretion of each SFA, criminal background check reports may be required for all personnel accessing participating SFAs' property.

**Food Recalls:** The Distributor awarded Agreement shall be expected to voluntarily comply with all Federal, State, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. The Distributor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to CPC and its participating SFAs and assurance that unsafe products are identified and removed from school sites in an expedient, effective and efficient manner. The Distributor is expected to respond to the SFA with an Action Plan of handling/replacement of the affected product within five working days of the incident.

**Hazard Analysis Critical Control Point Summary (HACCP):** All responding Distributors must provide a current HACCP plan/score describing the Respondent's on-site food sanitation and safety practices meeting federal regulation. The awarded Distributor(s) must maintain a current HACCP plan through the duration of this contract. A HACCP summary is required to be submitted (see **Questionnaire**).

**Historically Underutilized Business (HUB):** Responding Distributors that have been certified by a State's Department of Administration as an Historically Underutilized Business (HUB) Entities are encouraged to indicate their HUB status when responding to this solicitation. If applicable, the Distributor shall submit evidence of HUB Certification in their response (see **Questionnaire**).

## Appendix A: Participating School Food Authorities (SFAs)

Ashby Public School	MN	Rothsay Public School	MN
Barnesville Public School	MN	Rush City	MN
Braham School District	MN	Spring Grove Public School	MN
Brandon-Evansville Public School	MN	St. Anne's School - Wabasso, MN	MN
Browns Valley Public School	MN	St. Edward's School - Minneota, MN	MN
Campbell-Tintah Public School	MN	St Mary's School – Breckenridge	MN
Cass Lake Bena Schools	MN	St. Mary's School - Morris, MN	MN
Cedar Mountain Schools	MN	St. Mary's School - Tracy, MN	MN
Central Minnesota Christian Schools	MN	Stephen-Argyle Central	MN
Cleveland Public School	MN	Tri-County Public School	MN
Comfrey Public School	MN	Ulen-Hitterdal Public School	MN
Crookston Public School	MN	Underwood ISD550 MN	MN
East Central School District	MN	Warren-Alvarado-Oslo Public School	MN
Fisher Public School	MN	West Central Area Schools	MN
Fosston School District	MN	Wheaton Public School	MN
Frazee-Vergas ISD23	MN	Windom ISD #177	MN
Grygla Public School #447	MN	Win-E-Mac Public School	MN
Herman-Norcross School	MN		
Heron Lake-Okabena ISD330	MN	Anamoose Public School	ND
Hills Beaver Creek School	MN	Beach Public School #3	ND
Hinckley-Finlayson ISD 2165	MN	Belcourt School District	ND
Isle Independent School District 473	MN	Beulah Public Schools	ND
Kittson Central School	MN	Bottineau Public School	ND
Lake Park Audubon Public School	MN	Bowbells Public School	ND
Lakeview School District #2167	MN	Bowman County School District	ND
Lancaster School	MN	Cavalier Public School	ND
Lynd School District #415	MN	Central Cass School District	ND
Mahnomen Public School	MN	Central Valley Public School	ND
Marshall County Central Schools	MN	Dakota Prairie School	ND
Minneota School District	MN	Divide County Public School	ND
Minnewaukan School District	MN	Drake Public School	ND
New Ulm Area Catholic Schools	MN	Edgeley Public School	ND
New York Mills ISD #553	MN	Ellendale Public School	ND
Norman County East	MN	Fessenden-Bowdon School	ND
North Shore Community School	MN	Finley-Sharon Public School	ND
Parkers Prairie Public School	MN	Four Winds School District	ND
Pelican Rapids ISD 548	MN	Gackle-Streeter Public School	ND
Perham-Dent Public School	MN	Garrison Public School	ND
Pine Point School District	MN	Glen Ullin Public School	ND
Red Lake County Central	MN	Glenburn Public School	ND
Red Lake Falls School District #630	MN	Griggs County Central	ND
Riverside Christian School - East Grand Forks	MN	Hankinson Public School	ND
Rochester Central Lutheran School	MN	Hatton Eielson Public School	ND

Hazelton-Moffit-Braddock School	ND	St. Joseph's School - Devils Lake, ND	ND
Hazen Public School	ND	Stanley Community Public School	ND
Hettinger Public School	ND	Strasburg Public School	ND
Hope-Page Public School	ND	Thompson Public School	ND
Jamestown Public Schools	ND	Tioga School District	ND
Kenmare Public School	ND	Towner Granville (TGU) School District	ND
Kensal Public School	ND	Turtle Lake Mercer Public School	ND
Kildeer Public School	ND	United District - 7 (Des Lacs/Burlington)	ND
Kindred Public School	ND	Valley City Public Schools	ND
Kulm Public School	ND	Valley-Edinburg School	ND
Lakota Public School	ND	Velva Public School	ND
LaMoure Public Schools	ND	Wahpeton Public Schools	ND
Langdon Area Public School	ND	Washburn Public School	ND
Larimore Public School #44	ND	Westhope Public School	ND
Light of Christ Catholic Schools - Bismarck, ND	ND	Wilton Public School	ND
Maddock Public School	ND		
Maple Valley Public School	ND		
Max Public School	ND		
May-Port CG School District	ND		
Medina Public School	ND		
Midkota Public School	ND		
Minto Public School	ND		
Mohall Lansford Sherwood School	ND		
Montpelier Public School	ND		
Mount Pleasant (Rolla) School	ND		
Nesson (Ray) Public School	ND		
New Rockford Sheyenne School District	ND		
New Town Public School	ND		
Newburg United School	ND		
Northern Cass Schools	ND		
Northwood School	ND		
Oberon Public School	ND		
Ojibwa Indian School	ND		
Park River Area Schools	ND		
Parshall School District	ND		
Pingree-Buchanan Public School	ND		
Rolette Public School	ND		
Roosevelt Public School	ND		
Rugby Public School	ND		
Sargeant Central - Forman	ND		
South Heart Public School	ND		
South Prairie School	ND		
St. John School District #3 - St. John, ND	ND		
St. John's Academy - Jamestown, ND	ND		
St. John's School - Wahpeton, ND	ND		

## Appendix B: Price Load Reports

Product Category level 1	Product Category level 2	Product Category level 3	Distributor Product Number	GTIN	Manufacturer Product Number	Manufacturer Name
Dry Groceries	Canned Fruits	Cherries	11111	50011111111	222222	Cherries & More

Product Description	Product Brand Name	Purchase Unit Of Measure	Pack Size
CHERRY, DRIED TART WHL BAG	Cherry Tree	CS	100/1.36/Z

Contract Source	Contract Cost	Allowance	MUP \$ Amount	Invoice Price per Case
Equalis Contracted Cost	10.00		3.00	13.00

## Appendix C: Monthly Sales Reports

Manufacturer Name	Product Description	Product Brand Name	Purchase Unit of Measurement	Pack Size
Made Up Beverages	WATER, SPARKLING LIMEADE 17Z	Sparkling Stuff	OZ	12/17/OZ

Purchase Quantity	Contract Cost	Allowance	MUP \$ Amount	Invoice Price Per Case	Customer Purchase Total	Admin Fee %	Admin Fee
20	10.00	0.00	2.00	12.00	240.00	1.00	2.40

## General Terms & Conditions

The Cooperative Purchasing Connection (CPC) may make amendments to the General Terms and Conditions when CPC determines that such amendments are in the best interest of its participants. All amendments will be agreed upon between the Parties. Submittals by a Supplier certify that they have read the General Terms and Conditions and understand that they apply to all purchases under the resulting contract(s).

**Alcoholic Beverages, Substance Use, and Weapons:** A Supplier shall not permit its personnel or any subcontractor to possess upon school property any alcoholic beverages, illicit/non-prescribed drugs, tobacco products, or weapons. All personnel must follow all local substance rules and conduct (dress code, language, parking, etc.) policies while on school premises. Any actions involving, or possession of, any of the aforementioned items while on school property may cause a cancellation of any Agreement, at no cost to CPC and its participating SFAs. Criminal charges may apply.

**Assignees, Mergers, Dissolution and Successors:** If the original vendor partner sells or transfers all assets or the entire portion of the assets used to perform this contract, the Offeror agrees that during the term of the contract, it will adhere to the terms and provisions of said contract. The parties will be bound by and inure to the benefits of the successors and the respective parties involved. CPC reserves the right to recommend approval, acceptance, or rejection of the new party. A simple change of name agreement will not change the contractual obligations of the Vendor Partner.

**Assignment:** Any contract awarded under the conditions of this solicitation shall be for the use of organizations eligible for participation. Any eligible agency may participate (piggyback) with this contract at its discretion, with the consent of the Supplier. The Supplier must seek approval from CPC before utilizing the contract with another eligible agency. CPC has partnerships with consortiums across the United States. CPC will work with the Supplier to make such connections should the Supplier want to piggyback the contract as a vehicle for additional sales. All requirements of this solicitation will apply to all participating eligible agencies. Agencies participating in this contract shall be responsible for obtaining approval from their approving body of authority when necessary and shall hold CPC harmless from any disputes, disagreements, or actions which may arise as a result of using this contract.

**Audit:** Under applicable law, the Supplier will agree that members of CPC's purchasing team may audit their records to establish that total compliance of the agreement is met. CPC will ask participating agencies for invoices showing purchases from the Supplier. The Supplier will agree to provide verifiable documentation of all purchases made by said agencies and will make every reasonable effort to resolve discrepancies fairly and equitably to the satisfaction of both CPC and the Supplier. CPC will require a refund to the agencies involved if any difference in price is found and will also require payment of any administrative fees due resulting from sales that were not listed on the sales report(s). CPC will give at least five (5) calendar days' notice of an audit. The audit will be conducted at a reasonable place and time.

**Awarded Supplier:** The Respondent(s) chosen by CPC to provide goods and/or services to participating.

**Awards:** Awards will be made with reasonable promptness and by written notice to the successful Supplier; solicitation responses are considered to be irrevocable for a period of one hundred twenty (120) days following the solicitation opening unless expressly provided for to the contrary in the solicitation and may not be withdrawn during this period without the express permission of CPC.

1. CPC reserves the right to determine those offers which are responsive to the solicitation, or which otherwise serve its members' best interests.
2. CPC reserves the right, before making an award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the Supplier meet the requirements outlined in the

proposal and specification and are ample and sufficient to ensure the proper performance of the contract in the event of an award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, CPC may reject such offer. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon CPC to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the Supplier from fulfilling all requirements and conditions of the contract.

3. Qualified or conditional offers which impose limitations of the Supplier's liability or modify the requirements of the solicitation, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by CPC may, at the option of the CPC, be:
  - a. Rejected as being non-responsive, or
  - b. Set aside in favor of the CPC's terms and conditions (with the consent of the respondent), or
  - c. Accepted, where CPC determines that such acceptance best serves the interests of participating agencies and CPC.

Acceptance or rejection of alternate or counteroffers by CPC shall not constitute a precedent that shall be binding on successive solicitations or procurements.

4. CPC reserves the right to determine the responsibility of any Supplier for a particular procurement.
5. CPC reserves the right to reject any responses in whole or in part, to waive technical defects, irregularities, and omissions, and to consider past performance of the offeror wherein its judgment the best interests of participating agencies will be served by so doing.
6. CPC reserves the right to make awards by items, group of items or on the total low response for all the items specified as indicated in the detailed specification unless the Supplier specifically indicates otherwise in their response.
7. Preference may be given to responses on products raised or manufactured in the state, other things being equal.

**Confidential Information:** CPC is a public entity; the information contained in the proposals shall be considered public information under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 et. seq. No part of a proposal shall be treated as confidential unless so designated, by the Supplier submitting the proposal, as trade secret information having met the criteria under Minnesota Statutes § 13.37 Subd. 1(b) and other applicable laws. Any data claimed by the Supplier submitting the proposal to be trade secret data must be marked "proprietary and confidential." Should a challenge occur to said Supplier's designation of data as "proprietary and confidential," the Supplier shall indemnify and hold CPC harmless for any attorney's fees, costs, penalties, or losses associated with such designation. CPC makes no representations to any Supplier regarding their designation of data as "proprietary and confidential." CPC designates the sales reports and administrative fee data, references in this solicitation, as confidential. Therefore, under no circumstances, release this data to any entity other than CPC. CPC, however, is a government entity, is required to, upon request of any individual organization; make this information available to the person(s) requesting to contact the CPC department.

**Costs of Preparation:** All costs associated with the preparation, development, or submission of a response or other offers will be borne by the Supplier. CPC will not reimburse any Supplier for such costs.

**Default Contract:** The resulting contract shall be the default contract. All participating agencies' purchases will receive the pricing described in this contract and CPC will receive credit for those purchases made by participating agencies.

**Express Online Marketplace:** CPC provides participating agencies with an online purchasing platform called Express. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for many of CPC's commodity-based contracts. A Supplier does not have to have an e-commerce site to be included in Express. Express offers integration into two (2) of the main K-12 school financial systems in Minnesota. CPC expects



growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. CPC will work with the Supplier to determine if the contract agreement is suitable for the online platform. If deemed suitable, CPC will require integration into Express promptly as outlined in the solicitation.

**Entire Agreement:** The Master Contract Agreement, shall constitute the entire and exclusive agreement between CPC and any Supplier receiving an award. In the event of any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

1. Each proposal will be received with the understanding that the acceptance, in writing, by contract or purchase order by the participating agency of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Supplier and the participating agency. This shall bind the Supplier to furnish and deliver at the prices following the conditions of the said accepted proposal and detailed specifications and the participating agency to pay for at the agreed prices, all materials, equipment, supplies, or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on purchase orders issued by the participating agency to the Supplier.
2. No alterations or variations of the terms of the contract shall be valid or binding unless submitted in writing and accepted by CPC. All orders and changes thereof must originate from the participating agencies: no oral agreement or arrangement made by a contractor with an agency or employee will be binding on CPC and may be disregarded.
3. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless
  - a. Terminated prior to the expiration date by satisfactory delivery against orders of entire quantities, or
  - b. Extended upon written authorization of CPC and accepted by the Supplier, to permit ordering of the unordered balances or additional quantities at the contract price following the contract terms, or
  - c. Canceled by CPC following other provisions stated herein.
4. It is mutually understood and agreed that the Supplier shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of CPC.
5. If subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the Supplier shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the Supplier and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to CPC, and expressly accepted.

**Federal Uniform Guidance:** By entering a contract, the Supplier agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in Title 2 C.F.R. § 200 et. seq. (See Supplier Forms and Signatures).

**Fiscal Year:** a fiscal year is defined as July 1 through June 30 of the following calendar year. The fiscal quarters end on September 30, December 31, March 31, and June 30.

**Force Majeure:** Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public enemy; pandemics; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-interventions-acts or failures; or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to

continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an over-sold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

A Supplier requesting relief under this provision must adhere to the following conditions prior to the price of any product being adjusted:

1. A formal, written request for a price increase must be submitted by the Manufacturer to CPC prior to the price change taking effect. CPC must approve the request. The request will include the Force Majeure cause substantiating the reason the relief is being requested.
2. Adequate documentation to substantiate the request must be included.
3. Failure to comply with provisions of the Force Majeure shall be cause for a request to be denied.

**Governing Law:** This resulting contract award shall be interpreted and construed in accordance with and governed by the laws of the State of Minnesota.

**Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Otter Tail County, Minnesota. All legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Otter Tail County, Minnesota.

**Hold Harmless:** All parties agree to hold the other harmless from any claims and demands of participating agencies which may result from the negligence of the other in connection with their duties and responsibilities under this agreement unless such action is a result of intentional wrongdoing of the other party.

**Leasing and Rental Agreements:** The Supplier may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with Minnesota Statutes and guidelines. CPC must receive a report annually, summarizing the executed lease purchases along with a summary of the participating agencies' purchases. CPC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Supplier and the participating agency. The Supplier agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Supplier should attempt to work with CPC's current leasing Supplier. Note, the current leasing Supplier may require a minimum purchase amount to begin the leasing process. Should the Supplier be required to utilize their own financial leasing company, this should be noted/requested as an exception.

**Minority and Women-Owned Business:** CPC intends to undertake every effort to increase the opportunity for utilization of minority and women-owned businesses in all aspects of procurement. In connection with the performance of this solicitation, the Supplier agrees to use their best effort to carry out this intent and ensure that minority and women-owned enterprises shall have the maximum practicable opportunity to compete for subcontract work under this solicitation consistent with the efficient performance of this solicitation. CPC desires to promote wherever possible equitable opportunities for minority and women-owned businesses to participate in the services associated with this solicitation.

**New Agency Notification:** CPC will email the current participating agency list to the Supplier each quarter. Those agencies not renewing their participation must not receive CPC agency pricing/discounts.

**Notices:** Notices permitted or required to be given hereunder shall be deemed sufficient if given by written email addressed to the following recipients of the parties, or at such other addresses as the respective parties may

designate by like notice from time to time. Notices so given shall be effective upon (a) receipt by the party to which notice is given. Notices shall be sent to [info@purchasingconnection.org](mailto:info@purchasingconnection.org).

**Patent Indemnification:** The Supplier agrees to hold harmless CPC, its successors, assigns, customers and the users of its products from any liability of any nature or kind for use of any copyrighted or copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract agreement, for which the contractor is not the patentee, assignee or licensee.

**Participating Agency:** A participating agency shall be defined in accordance with the Minnesota Statutes M.S. §471.59, and M.S. §123A.21, Sub. 11, North Dakota Century Code Chapter 54-40.3, and South Dakota Statutes §5-18A-37. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that the entity is required to follow state and local procurement regulations.

**Party:** The name given to either organization who enters into a contractual agreement.

**Protests:** All protests pertaining to the specifications of the solicitation must be delivered in writing and received by the RFP Facilitator no later than 4:00 p.m. CT on the third (3) business day before the opening of proposals. A protest shall be filed no later than three (3) business days after the opening of the proposals or if the protest is based on subsequent action of CPC, not later than three (3) business days after the aggrieved person knows or should have knowledge of the fact giving rise to the protests. Protests of an award will only be accepted by Suppliers who have submitted a response to the solicitation. Respondents may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in the scoring by individual evaluators may not be protested. Protests not filed within the time specified above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed. Should such a protest reach arbitration and result in a loss, the Supplier will be borne to all costs, including CPC's legal fees. Protests shall include the following:

1. Name, address and telephone number of protester;
2. Original signature of the protester or its representative;
3. Identification of the solicitation by RFP number;
4. A detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested; and
5. Any protest review and action shall be considered final with no further formalities being considered.

**Relationship of Parties:** No contract agreement resulting from this solicitation shall be considered a contract of employment. The relationship between CPC and the Supplier is one of the independent contractors each free to exercise judgment and discretion concerning the conduct of their respective businesses. The parties do not intend the proposed contract agreement to create or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this solicitation, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

**Respondent:** A respondent has notified CPC of a desire to respond to the proposal and/or has submitted a proposal in response to this solicitation.

**Rights and Obligations Upon Termination:** Termination of the resulting contract award shall not release the party from the obligation to make payment of all amounts due and payable. Regardless of the cause, the Supplier must refrain from any activity which will create a negative relationship between participating agencies and CPC. Notification of termination to participating agencies shall not be made by the Supplier unless written approval has

been received from CPC or its designee. Said approval shall include, but not be limited to, the content of the notice, its structure and timing. This will remain in effect for 60 days post-termination. When failure is deemed by the other party to be the result of willful and wanton negligence, it may result in a civil action against the first party. The Supplier will continue to provide warranty and product support as specified in their proposed response to the solicitation or by the manufacturer, whichever is greater, on all services purchased by participating agencies during the contract term. Upon termination, any website references and/or email accounts, created by either the Supplier or CPC and designed to promote the contract agreement resulting from this solicitation shall be terminated within 48 hours of the termination.

**Risk of Loss:** Regardless of F.O.B., the Supplier agree(s) to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur before delivery, and such loss or destruction shall not release the Supplier from any obligation hereunder.

**Safety Data Sheet (SDS):** Documentation providing workers and emergency personnel with procedures for handling or working with a specific substance safely, and information such as physical data, toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures. SDS documentation must accompany all deliveries when required by federal, state, and local laws.

**Sales Tax:** Sales and other taxes shall not be included in the prices quoted. The Supplier will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each participating agency is responsible for verifying the tax-exempt status to the Supplier. When ordering, participating agencies must indicate that they are tax-exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Supplier resulting from this solicitation.

**Severability:** If any of the terms of this solicitation conflict with any rule of law or statutory provision or otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this agreement, and this agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions compromise an integral part of or are otherwise inseparable from, the remainder of the resulting agreement.

**Substitutions:** The materials, products or equipment described in these documents establish a standard of type, function, and quality to be met by any proposed substitution. Unless the specification prohibits substitution, Suppliers are encouraged to propose materials, products or equipment of comparable type, function, and quality. Proposals for substitute items shall be stated in the appropriate blank on the proposal form, or if the form does not contain blanks for substitution, on the Supplier's letterhead attached to the pricing form. Suppliers shall attach to the form a statement of the manufacturer and brand name of each proposed substitution plus a complete description of the item, including descriptive literature, illustrations, performance, and test data and any other information necessary for evaluation. The burden of proof is upon the respondent for the merit of the proposed substitution.

**Termination:** CPC reserves the right to terminate this contract, without penalty or recourse, in whole or in part, whereas termination is in the best interest of the participating agencies. The Parties may terminate the Agreement without cause by mutual written consent or by either Party with a minimum of 60 days written notice. The Supplier will not accept any new orders after the termination date specified in the notice. Participating agencies will only be required to pay the Supplier for goods and services delivered before termination and not otherwise returned following the Supplier's return policy. If the participating agency has paid the Supplier for goods and services not yet provided as of the date of termination, the Supplier shall immediately refund such payment(s). Any termination shall not affect projects that are in progress or in receipt of a purchase order (PO) at the time the termination is received. The Supplier shall be entitled to receive just and equitable compensation in accordance with applicable contract

pricing for work in progress, work completed, and materials accepted before the effective date of the termination. The Supplier will not be reimbursed for any anticipated profit. CPC reserves the right to cancel, or suspend the use thereof, any contract resulting from this solicitation upon any one of the following events with the Supplier:

1. Voluntary or involuntary bankruptcy or insolvency;
2. Failure to remedy a material breach to the terms and conditions of this solicitation;
3. Receipt of written information from any authorized agency finding activities the Supplier engaged in according to this solicitation to violate the law.

**Termination for Default:** If either Party is in default under this contract, it shall have an opportunity to cure the default within the time indicated, 10 business days, after it is given written notice of default to the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party shall have 10 business days to provide a satisfactory response. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder. CPC reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Supplier, or if the Supplier fails to comply with any contract terms and conditions or fails to provide adequate assurances of future performance.

In the event of termination for cause, CPC and its participating agencies shall not be liable to the Supplier for any amount of supplies or services not accepted, and the Supplier shall be liable to CPC and its participating agencies for any and all rights and remedies provided by law. If it is determined that CPC improperly terminated this contract for default, such termination shall be deemed a termination for convenience. CPC will issue written notice to the Supplier for acting or failing to act in any of the following:

1. The Supplier provides material that does not meet the specifications of the contract;
2. The Supplier fails to adequately perform the services set forth in the specifications of the contract;
3. The Supplier fails to complete the work required or to furnish the materials required within a reasonable amount of time;
4. The Supplier fails to make progress in the performance of the contract and/or gives CPC reason to believe that the Supplier will not or cannot perform to the requirements of the contract;
5. The Supplier fails to observe any of the terms and conditions of the contract.

**Termination for Non-Appropriation:** Any individual participating agency's procurement/contract covered by this solicitation and executed in accordance with the resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of a court order, or because of insufficient appropriations made available to the participating agency's governing board and/or its State Legislature. Such termination will be affected by sending fifteen (15) days written notice to the Supplier. The participating agency's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Supplier and shall be final.

**Tri-State Area:** Defined as the three states participating in CPC (Minnesota, North Dakota and South Dakota) and their participating agencies.

**Supplier Orientation (CPC 101):** The Supplier and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Supplier and resellers/sub-contractors on the purpose and nature of CPC. The Supplier will not be marketed to participating agencies until they have completed the Supplier orientation session.

**Waiver:** No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

Revised 10/2024



## Questionnaire

### RFP #25.12 – Food, Supplies, and Distribution Services for Child Nutrition Programs

#### **Instructions**

This questionnaire is required by the Cooperative Purchasing Connection (CPC). Please note, while some information is informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**3 Questionnaire – Name of Company**”.
5. Submit the Questionnaire, along with other required documents in Public Purchase.

**The following sections need to be completed before submission:**

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Performance Capability](#)
4. [Products, Service & Pricing](#)
5. [Value Add](#)
6. [Exceptions & Deviations](#)

## Company Information

Name of Company: \_\_\_\_\_

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

City, State, Zip code: \_\_\_\_\_

Website: \_\_\_\_\_

Phone: \_\_\_\_\_

	Name	Email	Phone
Primary Contact 1 for Proposal			
Primary Contact 2 for Proposal			

Provide the following company contacts that will be working with this anticipated contract. Include name, email, and phone number(s).

	Name	Email	Phone
General Manager			
Contract Manager			
Sales Manager			
Marketing Manager			
Customer Service Manager			
Account Manager(s)			

Provide your Unique Entity Identifier (SAM.gov)

Vendor Name	UEI

Identify any business types/classifications that your company holds. \*Submit documentation in PDF format to verify business status (see submittal checklist).

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Supplier
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

**Confirm your organization is an authorized broadline foodservice distributor for the manufacturers and products offered in this proposal.**

Click or tap here to enter text.

**List any other cooperative or state contracts your company holds that participating agencies have access to and include the contract expiration date.**

Click or tap here to enter text.

**Describe how your company will position a potential resulting contract with CPC versus other contracts you have access to.**

Click or tap here to enter text.

**Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?**

\_\_\_\_\_ *Yes*

\_\_\_\_\_ *No*

**If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.**

Click or tap here to enter text.

**Has your company been disbarred and or suspended in doing business within the United States?**

\_\_\_\_\_ *Yes*

\_\_\_\_\_ *No*

**If YES, list what states, the reason for debarment and/or suspension, and its effective dates.**

Click or tap here to enter text.

## Qualifications & Experience

**1. Provide a brief background of your company, including the year it was founded. Note, CPC prefers Respondents have at least five (5) years of K-12 school nutrition experience with obtaining, delivering, and supporting the product lines being offered.**

Click or tap here to enter text.

**2. Provide evidence of what your company is doing to remain viable in the industry (i.e., how you are adapting to changes in the industry).**

Click or tap here to enter text.

**3. Describe your customer retention (i.e. customers who are served that continue to be repeat customers).**

Click or tap here to enter text.

**4. Describe the number of agencies to which your organization, on average, provides broadline foodservice distribution services to SFAs.**

Click or tap here to enter text.

**5. Describe your sales and support teams that will support this contract, the specific roles they will play to support this contract, and their knowledge of K-12 requirements.**

Click or tap here to enter text.

**6. Describe your ability to provide nutritional information, child nutrition labels, and other relevant product information required by the schools.**

Click or tap here to enter text.

**7. Describe your ability to provide reporting as outlined in the RFP.**

Click or tap here to enter text.

**8. Describe your process when working with a SFA that utilizes Net off Invoice (NOI). How do you ensure a timely reporting of sales?**

Click or tap here to enter text.

**9. Provide any additional information relevant to this section.**

Click or tap here to enter text.

## Performance & Capability



**1. What are your company's expectations in the event of an award?**

Click or tap here to enter text.

**2. If you are able to provide services beyond the CPC footprint, outline where those services can be provided.**

Click or tap here to enter text.

**3. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, technology, and product line, or any key employees.**

Click or tap here to enter text.

**4. Describe what methods are available for order entry/placement.**

Click or tap here to enter text.

**5. Inventory. Describe the following for each of your distribution centers that will serve participating SFAs:**

- **Locations**
- **Total number of active K-12 accounts currently being serviced.**
- **Fill rate percentage.**

Click or tap here to enter text.

**6. Describe your company's customer service/problem resolution process. Include hours of operation, number of services, modes of contact, etc.**

Click or tap here to enter text.

**7. Describe how your company plans to utilize this contract. How will you educate and train company personnel on the contract terms and conditions, details, and promotion of the contract.**

Click or tap here to enter text.

**8. Describe how your organization plans to utilize your marketing and sales staff with this anticipated contract.**

Click or tap here to enter text.

**9. Describe your company's use of technology and digital data in your marketing.**

Click or tap here to enter text.

**10. From your perspective, what is the CPC and Equalis Group role in supporting and promoting a contract resulting from this solicitation?**

Click or tap here to enter text.

**11. Provide any additional information relevant to this section.**

Click or tap here to enter text.

## Products, Service & Pricing

**1. Indicate the level of support your company will offer on this contract category.**

- \_\_\_\_\_ Pricing is better than what is offered to individual agencies.  
\_\_\_\_\_ Pricing is better than what is offered to cooperative agencies.  
\_\_\_\_\_ Other

**If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:**

Click or tap here to enter text.

**2. Describe how participating agencies will verify they are receiving contract pricing?**

Click or tap here to enter text.

**3. Confirm you have included the Vendor Participation Fee in your fixed fee proposals and market basket proposal.**

Click or tap here to enter text.

**4. Describe any minimum order requirements and if any surcharges will be assessed for not meeting that minimum.**

Click or tap here to enter text.

**5. Outline your process for bringing products into stock, including the minimum usage required.**

Click or tap here to enter text.

**6. Describe how your pricing system works, including how you will manage the DTM products to ensure pricing is loaded accurately.**

Click or tap here to enter text.

**7. Describe the return process and restocking fees associated with a return.**

Click or tap here to enter text.

**8. Describe the frequency of price list revisions. Describe any indices used to guide price adjustments.**

Click or tap here to enter text.

**9. Describe how future product introductions will be priced and align with contract proposed pricing.**

Click or tap here to enter text.

**10. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.**

Click or tap here to enter text.

**11. Describe how, when, and what resources are available to onboard and train SFAs on your company's order entry system.**

Click or tap here to enter text.

**12. Describe the features or what capabilities your ordering system can provide regarding order guides of contracted items (DTM and market basket).**

Click or tap here to enter text.

**12. Of the items listed below, please indicate what features your online order system can provide. Include any other features not already indicated below that will be of benefit to participating SFAs.**

- ☐ Web/computer access
- ☐ Mobile application access
- ☐ Ability to create/load an order guide/order list of DTM products
- ☐ Online access to required documents (allergen, ingredient, CN/PFS)
- ☐ Search/filter capabilities (CN labeled, WGR, etc.)
- ☐ Ability to search by manufacturer item number
- ☐ Ability to see quantity on hand/in warehouse
- ☐ Ability to order Special Order items online; bypass call to inside sales/sales representative
- ☐ Email order confirmation
- ☐ Immediate notification of shorts; ability to add/edit/change
- ☐ Ability to select substitutes online
- ☐ Smart Snack qualifier (icon, searchable, guide)
- ☐ Inventory capabilities
- ☐ Ability to see credits, statements, etc.
- ☐ Ability to print invoices
- ☐ Ability to pay invoices

☐ Ability to pull usage/velocity reports – no timeframe restriction

☐ Other: Click or tap here to enter text.

**13. Describe the communication process for outs, shortages, backorders, and substitutions.**

Click or tap here to enter text.

**14. Describe if your system has the capability for substitute suggestions if a product is out of stock - essentially pre-approving the substitution.**

Click or tap here to enter text.

**15. Describe if your company is willing to work with SFAs to pre-determine substitutes prior to the school year.**

Click or tap here to enter text.

**16. Describe the process around special orders from placement to receipt of order.**

Click or tap here to enter text.

**17. Provide any additional information relevant to this section.**

Click or tap here to enter text.

## Storage, Handling & Delivery Requirements

**1. Describe how your company plans logistics, delivery schedules, etc. Include how your company works around busy serving times.**

Click or tap here to enter text.

**2. Describe how SFAs will be notified if their delivery truck is delayed 2+ hours due to disruption or inclement weather.**

Click or tap here to enter text.

**3. Describe the duties of delivery personnel and what is expected of each delivery person as they work with participating SFAs. If there are delivery issues, describe how and when are those addressed.**

Click or tap here to enter text.

**4. Describe your product quality assurance, return, and credit process.**

Click or tap here to enter text.

## Financial, Billing, and Payments

**1. Describe your payment terms, your approved methods of payment and any associated fees. Describe any specific steps required of the SFA. *\*Note, when considering payment terms, most SFAs bills require school board approval prior to payment. School Boards meet every 30-45 days.***

Click or tap here to enter text.

**2. If you are proposing any additional incentives for delivery size, volume, prompt pay, or anything else, describe how SFA's gain access to those discounts and how that incentive will be calculated and paid out.**

Click or tap here to enter text.

## Implementation & Onboarding

**1. There is a high probability that many districts will need to transition from an existing distributor. Describe your company's detailed contract implementation or customer transition plan.**

Click or tap here to enter text.

Click or tap here to enter text.

## Distributor HACCP

**Provide a summary or include an accessible web link of their current approved Hazard Analysis Critical Control Point (HACCP) plan describing their current food safety program/practices.**

Click or tap here to enter text.

## Value Add

**If offering any additional benefits (outside of discounted pricing) that add value to this contract, please describe below. Also, please indicate if the benefit(s) is exclusive to CPC.**

Click or tap here to enter text.

## Criminal Background Check Statement

**Criminal background checks must be conducted on any personnel accessing SFA or school district property. No one with a history of child abuse or sexual assault will be allowed to access any school property. Provide a letter or statement explaining your policy and procedures regarding background checks on employees.**

Click or tap here to enter text.

## References

**Provide three (3) references that have purchased Click or tap here to enter text. from your company within the last two (2) years. References from the tri-state area are preferred. A contact name, phone number and email will be required. \*Note, ensure your references are prepared to communicate with a representative from CPC. Failure to confirm reference of past work may affect your evaluation.**

Reference #1 – Company Name  
Service/Product Purchased  
Year of Purchase  
Reference Contact  
Phone  
Email

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Reference #2 – Company Name  
Service/Product Purchased  
Year of Purchase  
Reference Contact  
Phone  
Email

Click or tap here to enter text.  
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Click or tap here to enter text.  
Click or tap here to enter text.  
Click or tap here to enter text.  
Click or tap here to enter text.

Reference #3 – Company Name  
Service/Purchase Purchased

Click or tap here to enter text.  
Click or tap here to enter text.

<b>Year of Purchase</b>
<b>Reference Contact</b>
<b>Phone</b>
<b>Email</b>

Click or tap here to enter text.  
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Click or tap here to enter text.

## Exceptions & Deviations

**Our company is requesting an Exception and/or Deviation to the RFP documents.**

\_\_\_\_\_ *Yes*

\_\_\_\_\_ *No*

**If YES, complete the questions below:**

**List any additional stipulations and/or requirements your company requests that are not covered in the RFP.**

Click or tap here to enter text.

**List any exceptions your company is requesting to the terms outlined in the Technical Specifications. Respondents must include the following when requesting exceptions:**

- **RFP section number and page number**
- **Describe the exception**
- **Explanation of why this is an issue**
- **A proposed alternative to meet the needs of participating agencies and the cooperative**

Click or tap here to enter text.

RFP Section	Exception	Why This is an Issue	Proposed Alternative

## Forms & Signatures

### RFP #25.12 – Food, Supplies, and Distribution Services for Child Nutrition Programs

#### **Instructions**

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled ***"Forms & Signatures – Name of Company"***.
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

**The following sections will need to be completed prior to submission:**

1. [Assurance of Non-Collusion](#)
2. [USDA Lobbying Certificate](#)
3. [USDA Debarment and Suspension](#)
4. [Contract Offer & Award](#)
5. [Uniform Guidance "EDGAR" Certification Form](#)
6. [Subcontractor Utilization Form](#)

## Assurance of Non-Collusion

**Instructions:** Review and complete the form below.

Neither the Distributor nor any business entity represented by the Distributor has received compensation for participation in the preparation of the specifications or the terms and conditions related to this solicitation.

This solicitation has been arrived at independently and is submitted without collusion with any other Distributor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Distributor an unfair advantage over any other Distributor with respect to this solicitation.

The Distributor has not accepted, offered, conferred or agreed to confer, and will not in the future accept, offer, confer, or agree to confer any benefit or anything of value to any person or entity related to the participating SFAs or any of its members in connection with any information or submission related to this solicitation, any recommendations, decision, vote or award related to this solicitation, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this solicitation.

Neither the Distributor, nor any business entity represented by the Distributor, nor anyone acting for such business entity, has violated Federal or State Antitrust Laws with regard to this solicitation; furthermore, this solicitation has not been knowingly discussed with nor disclosed to, and will not be knowingly discussed with nor disclosed to another Distributor, competitor, potential competitor or participating SFA officials or personnel whose SFA is not a member of CPC, prior to the solicitation opening.

No attempt has been or will be made to induce any other person or entity to submit or to not submit a solicitation.

---

*Signature of Authorized Person*

---

*Date*

---

*Printed Name*

---

*Title*

---

*Company Name*

---

*Phone/Email*



# USDA Lobbying Certification

## CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

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

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

---

*Signature of Authorized Person*

---

*Date*

---

*Printed Name*

---

*Title*

---

*Company Name*

---

*Phone/Email*

# USDA Debarment & Suspension

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction. According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.*

### (Read Instructions Before Completing Certification)

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.

---

*Signature of Authorized Person*

---

*Date*

---

*Printed Name*

---

*Title*

---

*Company Name*

---

*Phone/Email*

### Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 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 or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) 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 the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared

ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," 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 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 System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## Contract Offer & Award

**Instructions:** Part I of this form is to be completed by the Supplier and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

### Part I: Supplier

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Specifications, and being familiar with all of the conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications, and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Supplier to all terms and conditions stated in the proposal.

Business Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

### Part II: CPC

Your response to the identified proposal is hereby accepted. As a Supplier, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Agency \_\_\_\_\_ Authorized Signature \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ Contract # \_\_\_\_\_

Contract/Agreement to Commence \_\_\_\_\_

# EDGAR Certification Form

## 2 CRF Part 200

### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR 200

**The following provisions are required and apply when federal funds are expended by participating agencies for any contract resulting from this procurement process.**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

#### **(A) Supplier Violation or Breach of Contract Terms**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Supplier default and legal remedies are included in Sections I.K.18 and I.K.19 above. Any contract award will be subject to such provisions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

#### **(B) Termination for Cause and for Convenience**

Pursuant to Federal Rule (B) above when federal funds are expended by participating agencies, the participating agency reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by the Supplier, in the event the Supplier fails to” (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The participating agency reserves the right to terminate the contract immediately, with written notice to Supplier, for convenience, if the participation agency believes, in its sole discretion that it is in the best interest of the participating agency to do so. The Supplier will be compensated for work perform and accepted and goods accepted by the participating agency as of the termination date if the contract is terminated for convenience of the participating agency. Any award made under this procurement process is not exclusive and the participating agency reserves the right to purchase goods and services from other Suppliers when it is in the best interest of the participating agency.

#### **(C) Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

#### **(D) Davis Bacon Act**

When required by Federal program legislation, Supplier agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Supplier shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Supplier is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Supplier shall pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by

the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Supplier must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

#### **(E) Contract Work Hours and Safety Standards Act**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **(F) Right to Inventions Made Under a Contract or Agreement**

If the participating agency’s Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### **(G) Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **(H) Debarment and Suspension (Executive Order 12549 and 12689)**

A contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### **(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Suppliers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with



obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by participating agencies, the Supplier certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, the Supplier certifies that it is compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for 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, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be include in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriated tiers and that all subrecipients shall certify and disclose accordingly.

#### **(J) Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Supplier agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

A participating agency is prohibited from obligating or expending funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services products or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## **(L) Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For the purpose of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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### **PROFIT AS A SEPARATE ELEMENT OF PRICE**

For purchases using federal funds in excess of \$250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Supplier agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier agrees that the total price, including profit, charged by the Supplier to the participating agency shall not exceed the awarded pricing.

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### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333**

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Supplier further certifies that Supplier will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that the Supplier will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

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### **CERTIFICATION OF NON-COLLUSION STATEMENT**

Supplier certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

**Pursuant to Federal Ruling, when federal funds are expended by participating agencies, the Supplier hereby certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, Supplier certifies compliance with all provisions, laws, acts, regulations as specifically noted above. The Supplier agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable.**

Business Name \_\_\_\_\_

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

Full Name \_\_\_\_\_

Title \_\_\_\_\_



## Subcontractor Utilization Form

**Instructions:** List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name: \_\_\_\_\_  
Solicitation Number: \_\_\_\_\_  
Supplier Name: \_\_\_\_\_

If a subcontractor will not be used, check this box:

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Email Address of Contact: \_\_\_\_\_  
Services to be provided: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Email Address of Contact: \_\_\_\_\_  
Services to be provided: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Email Address of Contact: \_\_\_\_\_  
Services to be provided: \_\_\_\_\_