

Request for Proposal

Pizza Supplies

Haywood High School

Haywood Middle School



Haywood County Schools

Department of Nutrition

900 East Main Street

Brownsville, Tennessee 38012

Telephone # 731-772-9613 ext. 2490

E-mail: denita.baxter@hcsk12.net

This institution is an equal opportunity provider.

Cover Letter

July 12, 2021

Dear Invited Proposer:

The Haywood County Schools (HCS) District Department of Nutrition is soliciting bids from qualified vendors to furnish pizza supplies for Haywood High School and Haywood Middle School. The objective of this bid is to locate source options that will provide quality pizza supplies for the best overall value that will work with the equipment we have on site.

References are required.

The HCS Department of Nutrition reserves the right to expand or reduce the size of this program based on the needs of the district.

Interested parties may pick up bid packets at the HCS Board of Education or contact Denita Baxter at (731) 772-9613 or by email to denita.baxter@hcsk12.net to have a packet mailed or emailed to them. The packet may also be found on the Haywood County Schools website.

Questions regarding the proposal specifications should be emailed to Denita Baxter, Director of Nutrition, denita.baxter@hcsk12.net.

Proposal packets are due August 3, 2021. Please include HCS Pizza Supplies as the reference.

Proposals may be hand delivered, mailed or emailed to:

Haywood County Schools

Department of Nutrition

900 East Main Street

Brownsville, Tennessee 38012

ATTN: Denita Baxter

RE: HCS Pizza Supplies

denita.baxter@hcsk12.net

Haywood County Schools

General Terms and Conditions

1. No awards of any kind will be made at the bid opening. A copy of the bid tabulations and/or the awards will be available upon request after the bid has been awarded.
2. Proposal must be completed on proposal sheets provided.
3. The bidder, by submitting a bid, certifies that to the best of their knowledge, neither they nor any of their suppliers discriminate against any employee or applicant for employment because of any protected class as defined by federal Equal Employment Opportunity regulations.
4. The term of this contract will be from September 1, 2021 through June 30, 2022. This contract may be renewed for up to three (3) additional terms of one (1) year at a time, upon mutual agreement of both parties. In no event shall the term of this contract, including renewals, exceed four (4) years. If the contract extends beyond the end of the current funding year, it shall be understood that purchases in future funding years are conditional on the receipt of federal and/or state funds. The school district reserves the right to change item descriptions, decrease/increase the quantities and/or add/delete items during the contract period.
5. Vendor must provide references which include school district, contact persons and numbers for similar jobs they have done.
6. Haywood County Schools reserves the right to order additional quantities or reduce amounts as needed to meet each school's needs. Haywood County Schools reserves the right to reject any or all bids to best meet the needs of the school district.
7. Evaluation Process: All bids will be reviewed and evaluated based on the criteria listed below.

Criteria	Points Awarded
Costs	51
Product Quality, Taste, & Nutritional Value	20
Performance Capability	9
Experience, Qualifications, & References	10
Food Safety	5
Comprehensiveness of Bid/ Bid Documents	5
TOTAL	100

8. An award will be made to the one (1) proposer that has the highest ranked, responsive and responsible proposal. The award will be awarded as a complete lot (all items requested grouped together).
9. Vendor contract may be canceled for breach of contract for any one (1) of the following reasons:
 - a. Merchandise fails to conform to specifications
 - b. Proposer fails to follow specified procedures for ordering and delivering
 - c. Proposer fails to deliver items ordered on three (3) or more occasions
 - d. Proposer does not conform to proposal pricing

- e. Proposer fails to service all schools contracted for in the District
- f. At any time, the District determines that the best interest of the system is not being served
- g. Lack of notification of School Nutrition Director that an item is out of stock and cannot be delivered
- h. Failure by vendor to promptly pick up items that are not the proposed items or approved.

If at any time, the District is dissatisfied with the quality of service provided, a written notice of the specific problem(s) will be furnished to the vendor by certified letter or email. If the problem is not corrected to the satisfaction of the District within thirty (30) days of this written notice, this entire contract may be unilaterally terminated by the District with no further obligation on the part of the District.

The District has the right at their discretion to terminate or renegotiate this Agreement due to an occurrence of any event or action beyond their control.

10. The successful vendor must carry insurance as specified below and must provide proof of coverage.
 - a. Worker's compensation coverage in accordance with the statutory requirements and limits of the state of Tennessee.
 - b. Comprehensive General Liability Insurance for bodily injury (including death) and Property Damage Insurance of \$1,000,000.00 per occurrence from a company licensed to write insurance policies in the state of Tennessee.
 - c. Comprehensive automobile liability insurance covering owned, hired, and non-owned vehicles with a minimum of Bodily and Property damage of \$1,000,000.00 per accident, combined single limit from a company licensed to write insurance policies in the state of Tennessee.
 - d. Excess or umbrella insurance of \$1,000,000.00 per occurrence from a company licensed to write insurance policies in the state of Tennessee.
11. The successful vendor agrees that they will function as an independent contractor and agrees to indemnify and hold harmless the District, its Board Members, employees, and agents for any and all claims that may arise out of its duties contracted for pursuant to this proposal.
12. By agreeing to provide goods or services to any school within the District, you are attesting that you are aware of your obligations under T.C.A. 49-5-413(d) to ensure that all of your employees who have direct contact with students of the District or who have access to the grounds of any School District when children are present have done the following:
 - a. Supplied a fingerprint sample and submitted to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to having any contact with the School District's children or entering grounds of the School District;
 - b. Successfully passed the aforementioned criminal history records check. If the criminal history records check indicated that the employee has been convicted of an offense

that, if committed on or after July 1, 2007, is classified as a sexual offense in the T.C.A. 40-39-202(17) or a violent sexual offender in the T.C.A. 40-39-202(25) the employee may not enter the grounds of the School District or have direct contact with students of the School District.

The proposer also agrees that if one of your employees commits a sexual offense as defined in 40-39-202 or violent sexual offense as defined in 40-39-202 after you have conducted your initial criminal history check on such employee, said employee will notify you of the offense and you will subsequently not permit that employee to have contact with students of the School District or to enter the grounds of the School District.

You also agree and understand that your failure to satisfy all of the requirements of T.C.A. 40-39-202(17) will be deemed to be a material breach of this contract which could subject you to breach of contract damages.

13. Any alteration to this proposal document by a vendor will deem that vendor's response null and void.
14. The awarded vendor will be contacted via email no later than August 5, 2021. All other bidders will be notified in writing of the bid award within ten days of the bid opening.
15. **BUY AMERICAN**

This SFA participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). **Note that products must be both produced and processed in the U.S.**

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be completed using the "Buy American Certification Form" and submitted with the bid. If a request for an exception occurs after the time of the bid and during the contract period, it must be submitted in writing to Denita Baxter, denita.baxter@hcsk12.net, a minimum of five (5) days in advance of delivery.

Failure to complete and sign the "Buy American Certification Form" and include it with the bid response will be considered a non-responsive bid.

If the bidder ships items that have not been approved by the SFA during the contract period, the non-compliance will be addressed as a breach of contract.

16. BID DISPUTE

If a prospective vendor does not agree with the bid award, the vendor has the right to protest. Disputes arising from the award of this bid must be submitted in writing to Deborah Byrum, bookkeeper for Haywood County Schools' Department of Nutrition no later than ten calendar days following the bid award. Deborah Byrum will disclose the dispute to the Tennessee State Department of Education's School Nutrition Office and to Mr. Joey Hassell, superintendent of Haywood County Schools. The steps for dispute resolution are as follows:

- a. A meeting with the director of school nutrition for Haywood County Schools, another representative from Haywood County Schools, the hearing official and representatives from the disputing party will be held to discuss and resolve the complaint will be scheduled within fifteen days of the protest.
- b. All purchases from awarded vendor will be put on hold until the resolution of the dispute.
- c. A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted to the protestor and all parties involved. The decision letter will be mailed to the protestor with proof of delivery required. The letter will advise the protestor that he/she has a right to an additional review. An additional request must be written and addressed to the district school board no later than ten days from proof of delivery.

17. TERMINATION OF CONTRACT

- a. For Cause

If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the Haywood County School District shall have the right to terminate the contract and withhold payment in excess of fair compensation for completed services. Vendors with poor performance will be notified at the time of such performance and be given the opportunity to correct the problems. Documentation will be kept on file. Any vendor with poor performance will be removed from the potential vendor list for one year.

In the event the contract is terminated for due cause by Haywood County Schools, Haywood County Schools shall have the option of awarding the contract to the vendor with the second highest score or bidding again.

- b. For Convenience

Haywood County Schools may, by written notice to the vendor, terminate the contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Haywood County Schools. Haywood County Schools must give notice of termination to the vendor at least five days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized

service completed as of the termination date, but in no event shall Haywood County Schools be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

18. RECORDS

All contractors are required to retain all books, records and other documents relative to this agreement for three years after final payment and all other documents relative to this agreement for three years after final payment and all pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, the Government Accountability Office, The United States Department of Education's Office of Inspector General, and/or Comptroller General may have access to any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until the stated matter is closed.

19. PRICING INFORMATION

- a. Proposer must petition for a price re-determination no later than June 15 in each contract year for products to be delivered for the following school term. Requests for price increases after this date will not be considered. Petition for a price increase must be made in writing and sent to Haywood County Schools Department of Nutrition Director. Both electronic and paper forms of communication are acceptable.
- b. Price increases must be approved by the Haywood County Schools Department of Nutrition Director.
- c. Price re-determination may result in both price increases and decreases.
- d. Documentation from the manufacturer and/or published price sheets is required to support requests for price increases.
- e. All price increases are capped at 10% of the firm proposal price over the life of the contract.

Special Proposal Conditions:

1. Indicate the name, telephone number and e-mail address for the contact person for the School Cafeteria Managers to call to place orders.

Name: _____

Telephone #: _____

E-mail address: _____

2. All nutrition standards, regulations and policy memos that guide our implementation of the Healthy, Hunger-Free Kids Act are located at the following website: www.fnc.usda.gov/cnd. As regulations change, additional information will be posted there. All school nutrition program operators are

required to follow regulations in place at the time of purchase. As those regulations change, there may be a need to revise product requirements.

3. Pre-Covid lunch participation rates:

- Haywood High School: 73% (enrollment=794)
- Haywood Middle School: 84% (enrollment=438)

During Covid-19 our rates dropped because students were on a Hybrid schedule. We hope to regain our participation rates this school year with all students attending daily. We plan to offer pizza three days per week for the first month and then to begin offering pizza five days per week at each school.

4. The successful vendor will be required to make deliveries to all schools listed on the enclosed list and any location that may be added during the course of the contract.
5. The District reserves the right to add or delete recipients within the District to this program during the contract period. Any added HCS School will be provided service at the proposal price.
6. Payment for items purchased will be made from invoices supplied by the vendor to each individual school, according to report periods. Request for credits must also be processed and credits issued within 30 days of the request for credit. Copies of all credits must be e-mailed to the School Nutrition Bookkeeper: deborah.byrum@hcsk12.net. Statements must include any credits issued during the month.
7. The District and/or federal, state and local agencies must have access to books, documents, papers, and records related to this purchase or contract from the successful vendor.
8. In all cases, the unit price multiplied by the estimated usage will determine the Extended Price of the line item.
9. The HCS District is tax exempt.
10. All food must be processed and packaged in accordance with local, state of Tennessee, and FDA regulations contained in the Sanitary Food Transportation Act of 1990. It must be packed in substantial commercial containers of the type, size and kind commonly used for the product. Packages must be clearly marked stating product, brand, name label, grade, weight, date produced or packed, packer and product code number.
11. Contractor will guarantee all merchandise for a reasonable shelf life period and shall replace any items, which fail to maintain acceptable quality for a reasonable shelf life. Proposals on distressed foods will not be accepted.
12. Proposer agrees to issue credit for any product that becomes spoiled due to proposer's negligence.
13. The District reserves the right to add/delete products during the contract period. Pricing for added products will be based on a comparison of pricing offered by vendor to the pricing of the same item offered on the open market prior to adding an item to the contract listing.
14. If a contractor is temporarily out of stock of a particular item, an equal or superior product at an equal or lower price per unit may be delivered, with the approval of the School Nutrition Director. The school cafeteria manager should be notified of out-of-stock items prior to delivery. NO SUBSTITUTIONS WITHOUT PRIOR NOTICE AND APPROVAL. If the substitution is at a lesser unit cost that price will be accepted. Any items delivered that were not authorized will have to be picked up

at the vendor's expense and proper credit issued to the school or schools where deliveries were made.

15. Prices- All prices shall remain fixed throughout the term of the contract, and bids containing escalation, discount, or other price adjustment provisions will be rejected.
16. The successful bidder warrants that the bid prices, terms and conditions stated in his/her bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period.
17. All bid prices must include charges for packing and transporting to the individual school listed at the addresses on the attached sheet.
18. Prices will not include Federal Excise Tax or State Sales Tax.
19. Purchase orders will be issued by the School Nutrition Bookkeeper and given to the School Cafeteria Manager. No order should be accepted by the vendor without a purchase order number. An order that is delivered without a purchase order will be refused and the invoice will not be paid.
20. Invoices, at minimum, shall consist of the following information:
 - Delivery location
 - Item description and cost
 - Extended cost for total quantity purchased
 - Total cost of all products purchased
21. One (1) fully extended invoice is to be furnished to each school with delivery. Invoices must be signed by the cafeteria manager or designee. Invoices must include the purchase order number, quantity, and price of each item delivered and total amount of order. If an item is invoiced at a lesser price per unit, we will pay the lesser price. Unsigned invoices will not be paid. If an item must be returned or is rejected, the invoice must be signed by the manager or designee and the person delivering. A brief explanation should be noted on the invoice with the amount and item number circled or highlighted.
22. Monthly statements will be broken down by school invoice and mailed to:

**Haywood County Schools Board of Education
900 East Main Street
Brownsville, Tennessee 38012**

23. Haywood County Schools will make payment within thirty days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the school representative.
24. Delivery Information:

- **Haywood High School**

1175 East College Street.

Brownsville, TN. 38012

- **Haywood Middle School**

1201 Haralson Street

Brownsville, TN. 38012

25. Deliveries shall be made between the hours of 6:00 a.m. and 1:30 p.m. on Wednesdays or whatever day is agreed upon by the vendor and the District. Exceptions to this time frame must be approved on a case by case basis by the School Nutrition Designee. Delivery schedules should be submitted for prior approval and should remain consistent from delivery to delivery.

26. Delivery schedules will be altered as needed to meet holidays, inclement weather schedules, or days when schools are closed. If this occurs on a scheduled delivery date, the delivery shall be made on a day mutually agreed upon by the District and the vendor.
27. The successful vendor must deliver items in the appropriate vehicle for those items. Deliveries must be made in mechanically refrigerated trucks maintaining temperatures appropriate for those items. The School Nutrition Program reserves the right to reject the use of any equipment by a carrier if it is not in a clean, sanitary condition, and suitable for hauling of all items. All foods are to be delivered in clean cases with no evidence of damage. Deliveries will be made to each school. Any freight or delivery charges to deliver to the schools must be included in the original quoted cost. Drivers shall deliver merchandise into designated storage areas. Drivers shall not be required to stow merchandise on shelves, however the driver should give the School Cafeteria Manager or designee ample time to check the order for correctness, damage or defect.
28. The schools follow the principles of HACCP (Hazard Analysis Critical Control Points) in accepting deliveries. Therefore, upon delivery, temperature of products will be taken and recorded and overall product condition will be inspected in accordance with the District's Food Safety Plan.

Pizza Product Specifications:

1. Pizza dough needs to be seven inches (7") in diameter and 3 oz. made with honey wheat formula (or approved alternate) to provide a minimum of 2 oz. CN WG rich Grain equivalent. The dough should be pre-pressed and docked. The dough should be proof ready (raw) and not par-baked. It should perform as a pan-style pizza and have the flexibility to make calzones and oven baked fold-over style sandwiches.
2. The District's intent is to supply 50% of the cheese; however, the District would like to have the option to purchase additional cheese products if needed from the successful vendor. The cheese must be one-hundred percent (100%) part skimmed Mozzarella, be IQF, and meet USDA specifications for lower sodium.
3. The sauce shall be packaged in bags or approved containers and made from crushed tomatoes and not paste.
4. The toppings shall not have any fillers or extenders and must include Italian sausage and pepperoni.
5. The vendor must offer a pre-assembled clamshell box with a branded logo and place for marking both times and flavors. It should be made of fluted cardboard or corrugated (not chipboard) as to maintain the holding temperature of the product and offer the ability to stack the boxes without crushing.
6. The entire pizza must be able to be fully baked on a conveyor oven on a belt time of 3 ½ minutes or less.
7. Product Specification Sheets and nutritional data sheets must accompany all food items offered in this bid proposal as well as crediting information.
8. All ingredients ordered is to be domestic in that imported or ingredients that do not fall under the buy American clause will not be allowed to be brought in to our schools.

Samples of items, when required, must be furnished free of expense, prior to the opening of proposals, and if not destroyed, will upon request be returned at the Proposer's expense. Request for the return of the samples must be made within ten (10) days following the opening of the bid.

REGULATION COMPLIANCE

- Executive Order 11246, "Equal Employment Opportunity". All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented in Department of Labor regulations (41 CFR, Part 60).
- Executive Order 11738, "Clean Air and Clean Water Acts". All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection agency regulations.
- (PL 94-163, 89 Statute 871) (PL94-165). Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act.
- Small and Minority Owned Business: To encourage business activity and ensure maximum full and open competition, efforts are taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurements.
- CFR Part 3018, Restrictions on Lobbying. A Certificate of Lobbying form must be signed for all contracts over \$100,000.
- 7 CFR Part 3017, Suspension and Debarment. All contracts in excess of \$25,000.00 will require a completed Certificate for Debarment and Suspension.
- 7 CFR 3016.60, Drafting of Bid Specifications: Any person that develops or drafts specifications, requirements, statements of work, invitations for bid, requests for proposals, contract terms and conditions or other documents for use by a State, school or institution conducting a procurement under school nutrition programs must be excluded from competing for such procurements.
- 7 CFR 3016.4(b), 3016.36(c) (2), Local Geographical Preferences: Local geographical preferences shall be prohibited as specified in 7CFR Part 3016, and prohibits the use of statutorily or administratively imposed in-state or local geographic preferences.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.

CODE OF CONDUCT

The following conduct will be expected of all persons who are engaged in the awarding and administration for contracts supported by Haywood County Schools or by the School Food and Nutrition Program Funds.

1. No employee, officer or agent of Haywood County School Food authorities shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.

Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- The employee, officer or agent
- Any member of the immediate family
- His or her partner

- An organization which employs or is about to employ one of the above.
- 2. The School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub agreements.
- 3. Penalties for violation of the code of conduct of said named school nutrition program shall be:
 - Reprimand by Board of Education;
 - Dismissal by Board of Education;
 - Any legal action deemed necessary

If you find discrepancies or omissions in this bid request or if the intended meaning of any part of the bid request is unclear or in doubt, send a request for clarification via e-mail to denita.baxter@hcsk12.net.

Proposal Requirements

- Must submit a complete response to this RFP.
 - Proposals must be signed by an official authorized to bind the firm to its provisions.
 - Proposals must include a statement as to the period during which the proposal remains valid.
 - Proposals must include product pricing information.
 - Proposals must include all product specification sheets or CN labels.
 - Proposals must include Contact Persons.
 - Proposals must include insurance certificates.
 - Proposals must include at least three references with contact names and phone numbers. References must be users of the same services proposed within the past three years. References from educational institutions are preferred.
 - Proposals must include completed Certification regarding Debarment, etc.
 - Proposals must include completed "Buy American" Certificate if applicable.
-

Vendor Contact Information

Vendor Company Name		
Street Address		
City, State, Zip		
Contact Person		
Telephone #		
Email Address		
Website URL		

Company Type (check one):

☐ Sole Proprietorship
 ☐ Partnership
 ☐ Corporation
 ☐ Joint Venture

Bidder attests that:

He/she has thoroughly reviewed the RFP and that this response is submitted in accordance with the RFP requirements.

Company Name: _____

Federal ID #1: _____

Street Address: _____

Signature: _____

Printed Name: _____

Title: _____

Witness's Signature: _____

Printed Name: _____

Title: _____



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048
Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, 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, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. 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;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

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 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.

Buy American Certification

We require that suppliers comply with the Buy American provision in all program meals and:

- 1) certify that the products they are offering are domestic; **or**
- 2) request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item.

Requests for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line-item specification on this bid, we will entertain a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least () days prior to the scheduled delivery date.

Item as specified (include vendor number)	Reason for exception (check one: "Limited or lack of availability" or "Price")		Alternative substitute item (include vendor number)	Price of Domestic Product	Price of Non-Domestic Product	Country of Origin
	Limited or lack of availability	Price				

In all cases, the school food authority (SFA) is the determining official that makes the decision to accept non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

What other alternatives to using non-domestic food products were considered?

I/We, _____, certify that all food items on this bid have at least ____ percent U.S. content and were processed in the U.S., except for those listed above.

Vendor Certification

Authorized signature

Date

Buy American Certification

Instructions

We require that suppliers comply with the Buy American provision in all program meals and:

- 1) certify that the products they are offering are domestic; **or**
- 2) request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item.

Requests for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line-item specification on this bid, we will entertain a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least **(SFA: insert the number of days that the district must be notified by the vendor of a potential substitution. Allow enough time to communicate the approval or disapproval of the substitution request prior to delivery.)** days prior to the scheduled delivery date.

Item as specified (include vendor number)	Reason for exception (check one: "Limited or lack of availability" or "Price")		Alternative substitute item (include vendor number)	Price of Domestic Product	Price of Non- Domestic Product	Country of Origin
	Limited or lack of availability	Price				
The vendor must list the name of the product as purchased. Include the vendor's item number.	Check one reason for the exception: either limited/lack of availability OR price. An example of limited availability may be pineapples. There may not be enough bulk pineapples to supply commercial outlets. An example of price considerations could be that domestic watermelons are \$7.00 each and non-domestic watermelons are \$5.00 each.		The vendor must list the proposed substitution including the vendor number.	The vendor must list the price of the requested item (domestic).	The vendor must list the price of the suggested alternative item (non-domestic).	The vendor must list the country of origin for any Non-Domestic Product
			Note: If the suggested alternative is due to limited or lack of availability, there will not be two price submissions (only the alternative price will be listed).			

In all cases, the school food authority (SFA) is the determining official that makes the decision to accept non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

What other alternatives to using Non-Domestic food products were considered?

I/We, **(vendor name)**, certify that all food items on this bid have at least **(vendor inserts percentage)** percent U.S. content and were processed in the U.S., except for those listed above.

Vendor Certification

Authorized signature

Date

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Item as specified (include vendor number)	Reason for exception (check one: "Limited or lack of availability" or "Price")		Alternative substitute item (include vendor number)	Price of Domestic Product	Price of Non- Domestic Product	Country of Origin
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Vendor Certification

Authorized signature

Date

Civil Rights Statement

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

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