



SPARC Consortium
REQUEST FOR PROPOSAL
Food and Supplies Distributor
SPARC RFP #SY23-24
July 15, 2022

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SPARC Consortium
REQUEST FOR PROPOSAL
SPARC RFP #SY23-24

Food and Nonfood Supplies: Distribution, Storage and Management of Commodity
and Commercial Purchasing

RFP Available:	Date:	July 15, 2022
Letter of Intent Due	Date:	July 18, 2022
RFP Conference	Date:	July 22, 2022
	Google Meet Call – invitations will be sent by July 20, 2022	
	Time	10:00 AM EST
Proposal Deadline	Date:	August 17, 2022
		2:00 PM
	Place:	SPARC Bid Administrator Sara Gasiorowski 2225 Willow Circle Drive Greenwood, IN 46143 sara@proteamadvisors.com
RFP Opening	Date:	August 19, 2022
		10:00 AM
	Place:	Fitzgerald Public Schools 23200 Ryan Road Warren, MI 48091 Food Service Office
Evaluation of Proposals	Date:	August 22-26, 2022
Contract Award:	Date:	September 6, 2022
Start of Contract:	Date:	July 1, 2023

Participation in the RFP Conference is strongly encouraged. Additional clarifying information may be provided during the conference call.

REQUEST FOR PROPOSAL (RFP) FOR PRIME VENDORS

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SECTION 1: INTRODUCTION

Description: The School Purchasing and Resource Consortium known as SPARC is a purchasing cooperative that is soliciting sealed proposals for competitive negotiations for services of a Service Provider. "Service Provider" also known as a distributor, vendor or commercial food purveyor, who purchases, receives and/or stores commercial food products, related food service goods, and handling of USDA Foods such as brown box and finished end products for school districts and entities eligible to receive United States Department of Agriculture commodities and commercial products throughout the State of Michigan. Currently the SPARC consortium is made up of 44 districts throughout Michigan. The SPARC consortium believes strongly in providing its members with the lowest prices possible while maintaining the highest quality products and exceptional customer service. The SPARC Consortium wants to create a partnership with our vendor that is mutually beneficial to its members and our partner vendor.

This solicitation is issued with the intent to procure products and related services of a Service Provider in accordance with applicable state and federal law governing the federally funded Child Nutrition Programs which collectively refers to the National School Lunch Program (NSLP), the School Breakfast Program (SBP), the Summer Food Service Program for Children (SFSP), and the Child and Adult Care Food Program (CACFP) for the SFA.

SECTION 2: SCOPE OF WORK

Service Provider: The SPARC Consortium is soliciting proposals from qualified, broad-line distributors to perform contracting and purchasing services, administration services, drayage and storage services of commercial produce, Department of Defense (DOD) produce, food, non-food supplies, chemical supplies, small equipment, large equipment, and any other supplies, to directly provide, using an appropriate competitive procurement method, using a pricing model that would most benefit SPARC members. This may include but not limited to negotiating direct to manufacturer agreements, GPO services etc. These services and processes to supply products must meet or exceed all State and Federal Procurement Guidelines, Regulations and Laws for all Child Nutrition Programs or other programs you service.

The SPARC Consortium will select a primary vendor. The primary distributor will manage and distribute all USDA Foods as well as commercial foods and any additional direct to manufacturer items that the SPARC Consortium bids separately. Commercial and Commodity foods will be bid directly to the manufacturer; the awarded Vendor will add their agreed upon delivery charge to each item. SPARC will compare the pricing between the Direct to Manufacturer bids and any GPO pricing available from the Vendor and will select the pricing that is in the best interest of SPARC. The bid pricing for both USDA Foods and Commercial Foods will have an effective date of July 1, 2023.

The SPARC Consortium will consider a secondary vendor for additional commercial items that are not stocked through the primary vendor or are unavailable from the primary vendor.

The term of the contract will be July 1, 2023 to June 30, 2024. The contract will include an option of up to four (4) additional one (1) year contract renewals if agreed upon by both the SPARC Consortium and the Vendor.

SPARC considers this RFP legally binding and will require that this RFP and the resulting successful Bidder's Proposal be incorporated by reference documents into any subsequent agreements between the successful Bidder and SPARC. It should be understood by the Bidder, that this means that SPARC expects the Bidder to satisfy all requirements listed herein. Exceptions should be explicitly noted in your Proposal. Lack of exceptions listed on the individual Response Forms will be considered acceptance of all the specifications and terms as presented in the RFP. The awarded contract will represent the contractual requirements listed in the RFP, attachments to the RFP, Amendments to the RFP, and selected Vendor Proposal. Failure to execute the awarded contract will disqualify winning Vendor and the next most responsible, responsive Vendor with the next highest scoring points will be selected.

Awarded Vendor shall be required to provide easily accessible nutritional and allergen information to each member district on items whether provided directly or via direct to manufacturer agreement. Certification of Child Nutrition Labeling and/or the equivalent meal USDA contribution will be required and shall be provided. The successful contractor will provide a signed Nutrition Information Label and Ingredient Label with allergens for all food bid items upon requires. When CN Labeling is not available the awarded Vendor will be required to provide a formulation statement from the manufacturer.

All costs related to the development of systems, nutrition information and the One Bank System or any other part of the program will be incurred by the successful Vendor and will not be charged back to the SPARC Co-op.

Commodity Program: All USDA donated foods shipped to the Vendor's warehouse will be prepaid. As soon as USDA notifies the Michigan Department of Education (MDE) Food Distribution Unit of incoming shipments, the Vendor will be notified of expected dates of arrival, types of carriers, contents of loads and other critical information. In the event that merchandise is delivered on pallets, the Vendor shall be responsible for exchanging pallets of equal quality.

Determination of "equal quality" shall rest with the (MDE) Food Distribution Unit. The Vendor will receive inbound freight in accordance with acceptable industry standards and must adhere to all federal procurement regulations associated with the receipt of USDA commodities. Receipting of deliveries will be recorded in USDA's on-line management systems known as WBSCM and FFavors. Each individual shipment received into the Vendor's warehouse is assigned a delivery order and a material number by USDA. The Vendor will ship all orders by material number with the oldest pack dates regardless of material number being shipped to SPARC Consortium first. The Vendor shall aggregate SPARC consortium member's Planned Assistance Level (PAL) orders and submit to the MDE-Food Distribution Unit, allocate to member districts on receipt based on the proportion of the original order, verify raw commodity balances at the processor, provide at a minimum, monthly PAL entitlement report to the SPARC consortium member districts and SPARC administrator, order processed commodities on a just-in-time basis to support member deliveries and submit a "real-time" report of all purchases and prices to the MDE, Food Distribution Unit and the SPARC administrator. The Vendor shall

provide a Fair Market Value report by item to the MDE, Food Distribution Unit and SPARC. The Vendor will supply SPARC and MDE a monthly inventory including Best If Used By (BIUB) or Expiration Dates.

The awarded vendor will create all reports needed to operate a one cooperative one manufacturer bank system. The awarded vendor will also update Processor Link and K12 Foodservice of all commodity usage by district and consortium.

Commercial Program: The SPARC Consortium commercial program will be made up of our awarded distributor partner. Please provide pricing on the included Market Basket items for the 2022-2023 SY.

Each year that the contract is extended, SPARC will secure pricing through Direct to Manufacturer bidding.

The SPARC Consortium districts will agree to purchase from the program to the fullest extent of their ability. Districts may use commercial products outside of what is on our commercial pricing list. We are requesting the participating vendor offer special SPARC Consortium pricing on all other items ordered. All members of our consortium will receive the same prices on all products, no special pricing lists should exist that only certain districts can use.

SECTION 3: PROPOSAL CONTENT & PROCESS

Agreement Period: The SPARC Consortium will select a winning proposal based on conditions and requirements contained herein to award the contract for the school year (SY) 2023-2024, beginning on July 1, 2023 and ending June 30, 2024. This awarded contract will have the option for four (4) — additional one (1) year contract renewals if agreed upon by both the SPARC Consortium and the vendor.

Roll Over Clause: This Agreement shall continue to be effective for a rolling five (5) year term, and shall automatically extend, beginning on July 1, 2024, for one additional year effective on July 1st of each year, unless SPARC provides the Vendor or the Vendor provides SPARC with written notice, between January 1st and March 31st, that term of this Agreement will not be extended. If such notice is provided, the term of this Agreement shall expire at the end of the then-current term without any additional extensions and without the need for any additional notice.

RFP Coordinator: All communication regarding this solicitation document should be directed to:

Contact Person: Sara Gasiorowski
Contact Person Title: SPARC Bid Administrator
Contact Person Phone Number: 317-379-6552
Contact Person Email: sara@proteamadvisors.com

Email: Email is the preferred form of communication.

Deliver proposals to the following location:

Sara Gasiorowski
SPARC Bid Administrator
2225 Willow Circle Drive
Greenwood, IN 46143

Submission of Proposals: A successful contractor must present a plan that answers all of the questions in the RFP and provide all required documents. Included in the proposal should be the contractor's suggested criteria for successful performance of the contract.

Proposal Process:

1. A Bidders' Conference will be held on July 22 via Google Meet at 10:00 EST (calendar invitations will be emailed no later than July 20, 2022) to answer any questions about the RFP. Participation is not mandatory but strongly encouraged since additional clarifying information may be provided. Conference "Questions and Answers" that cannot be answered at the meeting will be sent by e-mail two (2) business days after the conference. Proposals that fail to take into consideration clarifications and specific information given during the Bidders' Conference may result in disqualification.
2. The submission of a letter via email indicating a vendor's intent to respond to this RFP with a proposal, should be sent to Sara Gasiorowski no later than July 18, 2022 at: sara@proteamacvisors.com. Vendors may withdraw their Letter of Intent at any time before the deadline for submitting proposal. The Letter of Intent should include: Vendor Name, Name and Title of Vendor's Main Contact, Address, Telephone and Facsimile number of Vendor's Main Contact. Submission of a letter of Intent by the specified deadline is not a prerequisite for submitting a proposal, but is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP.
3. Proposals must be prepared in compliance with provisions of this RFP. Failure to comply will result in the disqualification of the proposal.
4. Proposal must be received by mail or delivery by 12:30 p.m., Eastern Standard Time, on August 17, 2022. The Proposal Package must include:

Attachment 2	Signature Page
Attachment 3	Market Basket Pricing Form (Excel Spreadsheet)
Attachment 4	Guaranteed Mark-Up Schedule
Attachment 5	Exceptions to Terms, Conditions & Specifications
Attachment 6	Responses to Questions
Attachment 7	Service Management Fee

Attachment 8	Vendor Statement of Qualifications
Attachment 9	Ethical Standards Affidavit
Attachment 10	Conflict of Interest Affidavit
Attachment 11	Certificate of Liability Insurance
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Attachment 14	Clean Air and Water Certificate
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5. Any proposal received after the time stipulated will not be considered. A copy of the proposal may also be sent via Email to Sara Gasiorowski at: sara@proteamadvisors.com.
 6. Only the forms in the RFP Packet are to be used. Altered or substitute forms will not be accepted.
 7. All submitted documents must be typed or computer generated. No had written documents will be allowed.
 8. It is understood that each Vendor, before submitting a proposal, shall, if they are uncertain of the conditions, requirements and/or obstacles that might impact the provision of services, request further information. Failure to make such inquiry or receive an answer shall not relieve the successful Vendor from the obligation to comply, in every detail, with all provisions and requirements of the RFP nor shall it be a basis for any claim whatsoever for alteration in any term required by the Agreement. Attendance at the Bidders' Conference is encouraged.
 9. Inquiries regarding the technical specifications of this RFP may be directed in writing to Sara Gasiorowski at: sara@proteamadvisors.com
 10. If a Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify Sara Gasiorowski of such error in writing and request modification or clarification of the document. Modifications will be made by issuing a revision and will be given by written notice to all parties who have submitted a letter of intent. The Vendor is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP prior to submitting the proposal or it shall be deemed waived.
- I I. No allowance will be made after proposals are received for oversight, omission, error or mistake by Vendor.

12. All proposals and any accompanying documents become the property of the SPARC Consortium and will not be returned.
13. The SPARC Consortium will not be liable in any way for any costs incurred by Vendors in the preparation of their proposals in response to this RFP nor for the presentation of their proposals and/or participation in any discussions or negotiations.
14. The SPARC Consortium reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
15. Receipt of proposal materials by SPARC Consortium or submission of a proposal to SPARC Consortium offers no rights against SPARC Consortium nor obligates SPARC Consortium in any manner.
16. SPARC Consortium reserves the right to waive minor irregularities in proposals. Any such waiver shall not modify any remaining RFP requirements or excuse the Vendor from full compliance with the RFP specifications and other contract requirements if the Vendor is awarded.
17. SPARC Consortium reserves the right to accept a proposal which includes GPO services, or procure services of a 3rd party purchasing group.
18. Proposal must be signed by an officer of the Vendor who is legally authorized to obligate the Vendor to a contract.
19. All proposals shall be a matter of public record subject to the provisions of Michigan law.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS RFP TO BE CONSIDERED RESPONSIVE AND ELIGIBLE FOR A CONSIDERATION FOR AWARDED CONTRACT. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

Calendar of Events: The required dates and times by which actions must be completed and, where applicable, locations are listed in the calendar of events on Cover Page. If SPARC determines it is necessary to change a date, time, or location, it will issue an addendum to this solicitation. Times are EST time at the designated location.

Product List: Product list is attached hereto as "MARKET BASKET PRICING FORM". Vendors are required to submit pricing for all products listed. Vendors will need to complete, sign, and return this "MARKET BASKET PRICING FORM" along with the "VENDOR CONTACT INFORMATION" and all other required documents to be considered a responsive proposal.

SECTION 4: PURPOSE

Scope: The purpose of this solicitation is to solicit sealed proposals and award a contract to a Prime Vendor for products and services described herein.

Amendments and Modifications: SPARC reserves the right to modify the awarded contract by mutual agreement between the SPARC and selected Prime Vendor, so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by issuance of a written authorized amendment by SPARC.

Prime Vendor Agreement: Selected Vendor will need to sign the awarded contract upon notification by SPARC. This awarded contract will represent the contractual requirements listed in the RFP, attachments to the RFP, amendments to the RFP, and selected Vendor proposal. Failure to execute the awarded contract will disqualify winning Vendor and the next most responsible, responsive Vendor with the next highest scoring points will be selected.

Fair and Open Competition: This solicitation is intended to promote fair and open competition. If the language, specifications, terms, and conditions or any combination thereof restricts or limits the requirements in this solicitation to a single source, it must be the responsibility of the interested Vendor to notify Sara Gasiorowski - RFP Coordinator, in writing, at sara@proteamadvisors.com so as to be received within five (5) business days after the date the solicitation is issued by SPARC. The solicitation may or may not be changed, but a review of such notification will be made prior to the award of contract.

Delivery: Products will be delivered to each SPARC Member, at the address provided by the member SFA. The vendor will work with each SPARC member to establish delivery locations and times.

Fuel Surcharge: Fuel surcharges will not be permitted unless the cost of diesel fuel increases by 20% of the average diesel fuel cost for the State of Michigan on July 1 of each contract year. The fuel surcharge fee shall not exceed the average increase in diesel fuel. The fuel surcharge must be dropped if the price of diesel drops back to or below the July 1 average fuel cost. SPARC will reference Global Petrol Prices for the average fuel price (www.globalpetrolprices.com)

SECTION 5: VENDOR QUALIFICATIONS AND RESPONSIBILITY

Requirements:

- I. The SPARC Consortium is looking for a Prime Vendor to provide the products and services listed in the RFP.
2. If the Vendor is unable to provide products or services to the SPARC Members, Vendor must succinctly define what can and cannot be provided including the reason. The SPARC Board will determine if the request is accepted. If the request is denied, the proposal may be rejected.

3. In case of default by selected Vendor, SPARC, after due notice, may procure the necessary supplies from other sources and hold selected Vendor responsible for any excess cost, including costs related to procurement (e.g., cost of labor and supplies).
4. Continuous instances of product unavailability may result in termination of the contract and removal of Vendor from the vendor list at the sole discretion of the SPARC Board.
5. Vendor will provide names and contact information for at least three (3) but no more than five (5) references of school districts of varying size.
6. Vendors bidding should be aware that the names and number of district's/entities will change yearly per the Michigan Department of Education's process for Commodity Consortium signup. The products and pricing of the awarded contract may be available for other schools/government agencies or eligible entities (piggybacking) of commercial bid pricing, after the initial contract is awarded. The commercial pricing offered in this bid will be open to any State of Michigan school district or other such governmental agencies or eligible entities, whom may join the consortium at any time to take advantage of commercial bid pricing. By submitting a proposal, the Vendor agrees to make the same contract terms and conditions, products, and price available to other such governmental agencies or eligible entities. SPARC will not in any way incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by any other such agencies or entities. Our program does allow for "piggybacking" of this type on commercial pricing to all qualified entities in the State of Michigan (2CFR Part 200.318-.326).
7. Vendor must have adequate vehicles for combined deliveries of equipment, dry items, groceries, refrigerated items and frozen items.
8. Vendor must have adequate storage facilities for dry groceries, paper goods, chemicals, small wares, equipment, frozen foods and refrigerated foods. The facility must meet USDA and industry standard for warehousing of the specific product categories. The Facility must maintain copies of MDARD inspection and 3rd party inspection reports. Copies made available upon request.
9. Vendor must supply the SPARC Bid Administrator with a monthly inventory which includes a BIUB, Expiration or Pack date for all Brown Box products. If this information is not available on the case Vendor must supply a picture of the available information so the SPARC Bid Administrator can contact the processor to obtain needed information.
10. Prior to discontinuing any item/s, proprietary or not, Vendor must supply the SPARC Bid Administrator a list of the items to be discontinued. Vendor will also include a list of the SPARC members using the item/s to be discontinued.
11. Vendor must communicate all stocking issues and notify the SPARC Bid Administrator when there is stocking issue due to manufacturing issues and/or whenever items are not in stock.
12. Provide assistance in recruiting and retaining SPARC members.
13. Assist in the delivery of food samples to districts for student taste testing.
14. Conduct food shows for SPARC members to evaluate new products.
15. Participate in SPARC Board Meetings when requested.

Buy American Requirement: The 1998 re-authorization of the National School Lunch Act requires schools participating in the federally funded Child Nutrition Programs in the contiguous 48 states of the United States to buy products produced in the United States (domestic) when using Federal Funds. Therefore, if there are domestic and non-domestic products available, you must offer and supply domestic products. You may supply non-domestic product only when domestic products are unavailable. As defined in the implementing legislation, a domestic food product is an agricultural commodity that is produced in the United States using substantially domestic agricultural commodities. Substantially means that over 51 percent of the finished product derives from American produced products. The applicable regulations are 7 CFR 210 (National School Lunch Program), 7 CFR 215 (Special Milk Program), 7 CFR 220 (School Breakfast Program), 7 CFR 250 (Food Distribution Program), 7 CFR 225 (Summer Food Service Program for Children), and 2 CFR 200 (super circular). For non-food products, the product must be produced, packaged and shipped from a site located in the contiguous 48 states of the United States. Your suppliers can and shall be required to provide certification to Bidder of domestic origin and content. Selected Vendor shall notify SFA in advance of delivery of any product not compliant with this requirement. Product(s) delivered to the SFA which are not compliant with this requirement will be returned and invoice(s) for those items will not be paid.

Discussions/Negotiations: By submission of a proposal, Vendor agrees that during the period following issuance of the proposal and prior to notification of intent and/or award of the contract, Vendor will not discuss this procurement with any party except Sara Gasiorowski, SPARC Bid Administrator. SPARC reserves the right to reject any and all proposals and to cancel this solicitation if it is in the best interest of the SPARC Members. SPARC shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of Vendors response to this solicitation.

SPARC reserves the right, at any time after opening and prior to award, to request from any Vendor clarification, address technical questions, make site visits, review past performance or to seek or provide other information regarding Vendors proposal. This process may be used for such purposes as providing an opportunity for the Vendor to clarify the proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility of Vendor. SPARC will not consider information received if the information materially alters the content of the proposal or alters the type of goods and services Vendor is proposing to the SPARC Members. An individual authorized to legally bind Vendor shall sign responses to any request for clarification.

SPARC reserves the right to contact provided references and other references to assist in proposal evaluation, to verify information contained in the proposal, and to discuss Vendors qualifications including capabilities and performance under other contracts.

Issuance of this RFP in no way constitutes a commitment by SPARC to award any contract or agreement. This RFP is designed to provide Vendors with the information necessary to prepare a competitive proposal. It is not intended to be comprehensive and each Vendor is responsible for determining all factors necessary for submission of a comprehensive proposal. An RFP may be rejected for various reasons, including but not limited to any one of the following reasons:

1. Vendor fails to deliver the proposal by the due date and time.
2. Vendor fails to respond to the SPARC's request for information, documents, or references within the time specified.
3. Vendors response limits the rights of the SPARC.
4. Vendors response materially changes a product or service requirement.
5. Vendor fails to include information necessary to substantiate that it will be able to meet a product or service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations of future developments will not satisfy this requirement.
6. Vendor provides misleading or inaccurate responses.
7. Vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
8. Vendor fails to include any signature, certification, authorization, stipulation, disclosure, guarantee or other item requested in this RFP.

SECTION 6: ADMINISTRATIVE INFORMATION

Competitive Pricing: Vendor must complete the "MARKET BASKET PRICING FORM" to provide SPARC information of current pricing. SPARC will be soliciting Direct to Manufacturer pricing each year to achieve the lowest possible costs. If the Vendor participates in a GPO, SPARC will review the GPO pricing with the Direct to Manufacturer pricing and select the lowest pricing options that are best for SPARC members.

Pricing: All products in the Market Basket Pricing Form will be priced as Vendors cost plus a fixed handling charge. Pricing submitted for all products will be net price, F.O.B. destination. The evaluated prices will be price per unit, not price per case. The unit price offered should contain four points (.0000) beyond the decimal. The extended price shall be rounded to the nearest whole cent (5 or greater shall be rounded up and 4.9 or less shall be rounded down).

- a. Individual product rebates may either be filed by the SFA or selected Vendor, but will be paid only to the SFA. The selected Vendor will provide the tracking report, if requested.

SECTION 7: PRODUCT REQUIREMENTS

General Requirements: All products shall conform to the minimum requirements of federal and state regulations. These requirements include, but are not limited to cleanliness, safety, weights, fill of containers, drained weights, and contamination.

1. All food products proposed by Vendor and supplied by selected Vendor will comply with standards of identity, quality, and fill and drained weights as described in relevant federal and state regulations.

2. All foods, especially temperature-controlled foods, will be handled according the latest with federal and state food codes that govern the products.
3. With respect to any products which are misrepresented, the supplier whose name and address appears on the package is the responsible party. Selected Vendor is expected to take immediate action to correct any situation in which product integrity is violated.
4. In the case of quality disputes, the manufacturer may be required to provide an independent or third-party laboratory analysis to justify the grade.
5. If product origin is not listed on the case or broken cases, selected Vendor will be required to provide country of origin when the SFA requests the information.

Nutrition Standards in the National School Lunch and School Breakfast Programs: All products shall conform to NSLP, SBP, and other federal and state regulated nutritional programs (including new meal patterns) in which the SPARC Members participates. Selected Vendor will work with SPARC to achieve compliance with changes to program standards as they relate to products and services provided by the selected Vendor to the SPARC Members.

CN Labels: SPARC requires copies of signed CN Labels for products that have CN Labeling, these need to be made available to the SFA by September 1st of each SY.

Product Formulation Sheets: SPARC requires Product Formulation Sheets for all food products that do not have a CN label. Product Formulation Sheets must be made available by September 1st of each SY. Failure to provide required CN and/or Product Formulation Sheets or approved equivalent may be grounds for termination of the contract.

Material Safety Data Sheets (MSDS): SPARC requires MSDS for all chemicals. MSDS information must be compiled by selected Prime Vendor in an electronic medium by September 1st of each SY. Failure to provide MSDS may be grounds for termination of the contract.

Ordering Procedures:

- An online ordering process is required.
 - Orders may also be transmitted via fax if mutually agreed upon by the selected Vendor and the SFA
- Orders shall be in full-case quantities whenever possible. Broken case orders will be kept to the minimum.
- Selected Vendor will provide training and assistance to the SFA to set up and utilize computer software and online account management.
 - The selected Vendor will train new SPARC members or new directors on use of the system at no additional cost to the SFA.

Substitutions: All substitution requires the prior approval of the SFA. If selected Prime Vendor is temporarily out of stock of a particular product, an equal or superior product at an equal or lower price may be delivered as long as prior approval has been received.

Food Laws: Selected Prime Vendor shall operate in accordance with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. SPARC may inspect selected Prime Vendor's facilities and vehicles. Selected Prime Vendor must have documented their company's compliance with Good Agricultural Practices (GAPs), Standard Operating Procedures (SOPs), Sanitary Standard Operating Procedures (SSOPs), and Good Management Practices (GMPs) for farm and field operations, packing facilities, cold storage operations, produce shippers, and their distribution facilities, if appropriate.

Food Recall: Selected Prime Vendor 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. Proposer shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA site(s) in an expedient, effective, and efficient manner. Selected Prime Vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

Biosecurity: Proposer must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, Food and Drug Administration, and under the USDA, Food Safety and Inspection Service.

SECTION 8: STANDARD TERMS AND CONDITIONS

Terms and Conditions: Selected Prime Vendor must be fully acquainted with terms and conditions relating to the scope and restrictions involved in the execution of the work as described in the solicitation. Failure or omission of selected Vendor to be familiar with existing conditions shall in no way relieve the company of obligation with respect to this solicitation.

Reservation of Rights: SPARC expressly reserves the following:

1. The right to reject all proposals.
2. The right to reject any part of the proposal not meeting the specifications set forth herein.
3. The right to waive any irregularities and technicalities and, at its sole discretion, may request a clarification or other information to evaluate any or all proposals.
4. The right to re-award the solicitation to another Vendor in the event the Vendor to whom a contract is awarded defaults in executing the formal agreement.
5. The right to accept or reject any and all portions thereof, select the next most responsive proposal, or if necessary, issue a new solicitation or take other action as SPARC deems appropriate in the best interests of the SPARC Members.

Vendor has the right to withdraw its proposal if SPARC changes the type of award as described herein.

Payment Method: Payment will be made directly to a selected Prime Vendor. The awarded vendor shall accept Purchase Orders/Checks, and/or Electronic Funds Transfers.

Proposer may provide incentives for early payment of invoices. These incentives will not be considered in the evaluation of the proposal but will be noted in the awarded contract.

Invoicing: The selected Vendor must provide a duplicate delivery invoice at each delivery showing the quantity of products delivered. This invoice must be signed and dated by the food service manager receiving the products at each delivery.

Record Retention: The selected Prime Vendor agrees to retain all books, record, and other documents relative to this agreement for three (3) years plus the current year after final payment. The SPARC Consortium, its authorized agents, and/or state/federal representatives shall have full access to and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until the stated matter is closed.

Access to Records: Access shall be granted by selected Vendor to SPARC, State Agency, USDA, Comptroller General of the United States, or any other duly authorized entity or any of their duly authorized representatives to any books, documents, papers, and records of selected Vendor, which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions. The SPARC Consortium Director may conduct audits to validate costs and compliance with agreement terms and conditions.

Natural Disaster: In the event of a national disaster, USDA may require that USDA food in storage at the distributor be diverted to the disaster area. If such should occur, USDA and/or MDE, Food Distribution Unit will provide the distributor with instructions.

Drug Free Zone: All school districts in Michigan are Drug Free School Zones. All Service Provider delivery staff are required to observe drug, alcohol and tobacco usage while making deliveries on school property.

Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded: Vendor certifies (See attachment: "SUSPENSION AND DEBARMENT CERTIFICATION") neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Selected Vendor should consult Executive Orders 12549 and 12689. For additional information, selected Vendor should check <https://www-epls.gov/>, a public service site by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties which are excluded from receiving federal contracts, certain subcontracts, and certain federal financial and nonfinancial assistance and benefit.

Lobbying: Vendor must certify (See attachment: "LOBBYING CERTIFICATION" and attachment "DISCLOSURE OF LOBBYING ACTIVITIES") no federal appropriated funds have been paid or will be paid to any person for influencing

or attempting to influence any federal agency or Congress with respect to the awarding of a federal contract, or in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

State and Federally Required Contractual Provisions: Selected Vendor must have obtained, and will continue to maintain during the entire term of the awarded contract, all permits, approvals or licenses necessary for lawful performance of its obligations under the awarded contract. In addition, selected Vendor is responsible to abide by all applicable federal and state laws and policies of the MDE, as applicable, when providing services under the awarded contract, including but not limited to:

1. Equal Employment Opportunity — Selected Vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
2. Labor and Civil Rights Laws — Selected Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with selected Vendor's performance of work under the awarded contract, selected Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Selected Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
3. Duty to Protect — Selected Vendor shall not knowingly send any employee, agent or subcontractor personnel who is a registered sex offender or who has been convicted of sexual abuse to SFA's location, building, or SFA's property when students are attending school or a school related activity. Selected Vendor shall make periodic criminal history records inquiries as authorized by State of Michigan enactment of the Sex Offender Registration and Community Notification Law.
4. Smoking — Selected Vendor shall comply with all prohibitions on smoking in SFA facilities and grounds pursuant to applicable federal, state, and local laws or policies.
5. Unauthorized Workers — The employment of unauthorized workers by selected Vendor is considered a violation of federal and state law. If selected Vendor knowingly employs unauthorized workers, such a violation shall be cause for termination of the awarded contract.
6. Clean Air Act and Energy Policy and Conservation Act — Selected Vendor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the

Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Selected Prime Vendor shall report all violations to the SFA and to the relevant federal or state agency as appropriate.

7. HUB Statement: Proposer must be committed to providing access, equal opportunity and reasonable accommodation in its services, programs, activities, education and employment for individuals with disabilities.

Insurance: Selected Vendor shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance and Property Damage Insurance, Workers Compensation Insurance, Employer's Liability Insurance, and Automobile Liability Insurance. Selected Vendor shall have a policy endorsement covering personal property of others. Should any required insurance be cancelled before the expiration date, the issuing company will mail 30-days written notice to SPARC. Selected Vendor shall provide a statement of certificates of insurance from issuing company or their authorized agent with the proposal. Selected Vendor shall meet the statutory requirements of the State of Michigan for worker's compensation coverage and employer's liability insurance.

- I. Evidence of Vendor Insurance Coverage; The Vendor shall provide the SPARC Consortium at the time the Bid Proposal is submitted, Certificates of Insurance and/or policies, acceptable to the SPARC Consortium, as listed below:

- Certificate of Liability Insurances (Attached) properly executed. individual certificates of insurance and/or policies may be required prior to work commencing.

2. Insurance Requirements

During the performance and up to the date of final acceptance of the work, the Vendor must affect and maintain Insurance hereafter listed below.

- a) The Vendor shall procure and maintain during the life of this contract, Workers Compensation Insurance, including Employers Liability Coverage at limits of \$100,000 per person, \$500,000 aggregate, in accordance with all applicable statutes of the State of Michigan.
- b) The Vendor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and property damage. Coverage shall include the following extensions:
 - (1) Contractual Liability
 - (2) Products and Completed Operations
 - (3) Per contract aggregate
 - (4) Penal/Fidelity Bond
- c) Provide evidence of a Professional Liability Insurance for all staff providing services.

- d) The Vendor shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including applicable no-fault coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - e) The Bidder will carry Casualty Insurance on all USDA Donated Foods within the Service Provider's possession, in an amount in accordance with acceptable industry practices. Extent, term of coverage, and method of continuing coverage will be as Bidder described Proof of Insurance will be made available to SPARC Consortium upon request.
 - f) The Bidder shall maintain at all times a penal bond naming the SPARC Consortium and the participating members as obliges in a minimum amount of One Hundred Thousand Dollars (\$100,000), the bond shall protect the SPARC Consortium and the member districts against any loss, destruction, or injury to property or persons covered by theft, fraud, misappropriation, or other wrongful or dishonest acts by the Bidders personnel, agents, contractors, and subcontractors.
3. Workers' Compensation Insurance, Professional Liability, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Sixty (60) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to the SPARC Consortium.
4. If any of the above coverages expire during the term of this contract, the Vendor shall deliver renewal certificates and/or policies to the SPARC Consortium at least ten (10) days prior to the expiration date.
5. Indemnification and Hold Harmless: The Vendor shall indemnify and hold harmless the SPARC Consortium, its officers, agents, and employees from:
- a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Vendor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
 - b) Any claims, damages, penalties, costs of attorney fees arising from any failure of the Vendor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - c) The SPARC Consortium will not indemnify, defend or hold harmless in any fashion the Vendor from any claims arising from any failure on the part of the vendor, its employees or suppliers, regardless of any language in any attachment or other document that the Vendor may provide.

- d) The Vendor shall reimburse the SPARC Consortium any expenses incurred as a result of the Vendor's failure to fulfill any obligation in a professional and timely manner under the agreement.

SECTION 9: EVALUATION OF PROPOSALS

1. Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. The SPARC evaluation team will review the proposals using the evaluation criteria found in this solicitation. In addition, the evaluation team will conduct a pre-award audit, and check references.
2. All Vendors, by submitting proposals, agree that they have read and are familiar with all the terms and conditions of the RFP and applicable federal and state laws, rules and regulations and will abide by the terms and conditions thereof.
3. SPARC Consortium and the evaluation committee, at their sole discretion, shall determine whether particular Vendors have the basic qualifications to conduct the desired service for SPARC Consortium. In determining whether a Vendor possess the basic qualifications to operate, SPARC Consortium may consider, but not be limited to, the following: (a) Vendor's general reputation for performance and service; (b) Vendor's longevity of service (number of years) and previous experience; (c) Years of continuous business; (d) staff qualifications and (e) Selection criteria and award matrix included.
4. Proposals will first be examined to eliminate those that are clearly non-responsive to stated requirements.
5. Any response that takes exception to any mandatory items in this RFP may be rejected and not considered.
6. The SPARC Consortium reserves the right to accept or reject in part or in whole any and all proposals submitted.
7. The SPARC Consortium reserves the right to request in writing clarifications or corrections to proposals. clarifications or corrections to proposals. Clarifications or corrections shall not alter the Vendor's price contained in the cost proposal-
8. The SPARC Consortium reserves the right to negotiate further with the successful vendor. The content of the RFP and the successful Vendor's proposal(s) will become an integral part of the contract, but may be modified by the provisions of the contract.
9. By submission of proposals pursuant to this RFP, Vendors acknowledge that they are amendable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process.

10. A proposal in response to an RFP is an offer to contract with the SPARC Consortium based upon the terms, conditions, and scope of work and specifications contained in the RFP.
11. The SPARC Consortium reserves the right to use, as the SPARC Consortium determines to be appropriate and necessary, any information, documents, and anything else developed pursuant to the RFP, the proposal and the contract.
12. Vendors must submit proposals that are complete, thought and accurate. Brochures and other similar material may be attached to the proposal.
13. All proposals must be valid for 60 days from the proposal submission date.

SPARC will evaluate each proposal independent of other proposals. As part of the evaluation process, SPARC may request samples, for example NEW products and any substitutions.

1. Samples requested will be a full or partial case.
2. Samples may be unboxed and unlabeled when requested for testing.

Product samples required for testing purposes will be requested by SPARC's RFP administrator. Product samples are to be delivered to the specified party(s) within 10 (ten) business days of the request to appropriate site(s).

SECTION 10: DEFAULT AND TERMINATION

1. In the event the Vendor shall default in any of the obligations or conditions set forth in the negotiated Contract or their performance does not meet the mutually established successful performance criteria, the SPARC Consortium will notify the Vendor of such in writing.
2. Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Vendor as the manager or, in the case of notice by the Vendor the SPARC Consortium or by mailing the same certified or registered mail to the address for the Vendor in the proposal, or the address for the SPARC Consortium in the case of notice by the Vendor
3. Failure on the part of the SPARC Consortium to notify the Vendor of default shall not be deemed a waiver by the SPARC Consortium of the SPARC Consortium's rights on default of the Vendor and notice at subsequent time will have the same effect as if promptly made.
4. Upon receipt of notice of default from the SPARC Consortium, the Vendor shall immediately correct such default. In the event the Vendor fails to correct the default to the satisfaction of the SPARC Consortium, the SPARC Consortium shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Vendor of any liability to the SPARC Consortium for damages sustained by virtue of any default by the Vendor.

5. The Vendor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event the SPARC Consortium prevails the Vendor shall pay all expenses of such action including the SPARC Consortium's attorney fees and costs at all stages of the litigation.
6. The parties may mutually terminate the contract/agreement that results from this proposal at any time. Either party may terminate the contract/agreement with cause given a one hundred and twenty (120) day notice to the other party.
7. Termination of the Agreement by the SPARC Consortium upon default by the vendor shall be sufficient grounds for the forfeiture of any bonds, if required to be posted by the Vendor, and the bonds shall so specify.

Nondiscrimination Equal Opportunity

No person shall be excluded from the participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in SPARC Consortium's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Michigan State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the SPARC Consortium or in the employment practices of SPARC Consortium's contractors. Accordingly, all vendors entering into contracts with the SPARC Consortium shall upon request, be **required to show proof of such nondiscrimination.**

Taxes

The member districts of the SPARC Consortium are exempt from all federal, state and local taxes. The SPARC Consortium shall not be responsible for any taxes that are imposed on the Vendor. Furthermore, the Vendor Understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to the SPARC Consortium members.

Integration

All RFP Documents and addenda, vendor's response to the RFP, subsequent Requests for Payments, and contract with the successful vendor contains the entire understanding between the parties.

SECTION 11: AWARD AND POST AWARD INFORMATION

Award: Contract will be awarded to the most responsive and responsible Proposer scoring the greatest number or points based on criteria described in this solicitation.

Proposal Protest Procedures: If any Proposer who submitted a proposal has an objection to the award of the contract to the apparent Proposer with the lowest costs, the objecting Proposer shall furnish that protest, in writing- to the SFA within two (2) business days of the date of the Proposer notification of an awarded contract. The protest shall describe in detail the basis for the protest, and shall request a determination under this section. If a protest is filed in a timely fashion, the SFA will review the basis for the protest and relevant facts under such terms and conditions, as the SFA considers proper. Upon completion of the review, the SFA shall submit its findings and recommendations to the SFA's board members who shall then review the matter under such terms and conditions, as deemed proper. Upon receipt of authority to act from the SFA's board members, the SFA will notify the Proposers involved of its decision. The decision shall be final and binding on the objecting Proposer.

Type of Contract: A fixed price (including all handling charges) per product will be awarded as a result of this solicitation.

Method of Award: Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. The SFA evaluation committee will review the proposals using the evaluation criteria set forth in this solicitation. In addition, the SFA may conduct a pre-award audit, and check references.

Contract Maintenance: The SPARC Bid Administrator will communicate with selected Prime Vendor, if necessary, to discuss product shortages, delivery times, product quality including other options, billing issues, special orders, and other Prime Vendor issues.

Reporting: Monthly usage reports are to be provided to the SFA and the SPARC Bid Administrator within the first week of the following month.

ATTACHMENT 1: SY 22-23 SPARC MEMBER LIST

RA/Agency Name	Agreement #	2018-19 lunches*	Current Rate	Entitlement
Allegan County Youth Home	30008001	6303	0.43	\$2,710
Athens Area Schools	13050	51560	0.43	\$22,171
Beaver Island Community School	15010	4590	0.43	\$1,974
Benton Harbor Area Schools	11010	239713	0.43	\$103,077
Berkley School District	63050	143665	0.43	\$61,776
Bridge Academy	82983	125894	0.43	\$54,134
Central Academy	81902	88453	0.43	\$38,035
Clinton Community Schools	46060	71970	0.43	\$30,947
Clintondale Community Schools	50070	184080	0.43	\$79,154
East Jordan Public Schools	15060	91335	0.43	\$39,274
Fitzgerald Public Schools	50090	287696	0.43	\$123,709
Fraser Public Schools	50100	340056	0.43	\$146,224
Frontier International Academy	82987	79077	0.43	\$34,003
Garden City Public Schools	82050	234146	0.43	\$100,683
Global Heights Academy	82725	35994	0.43	\$15,477
Global Tech Academy	81900	26476	0.43	\$11,385
Grant Public School District	62050	168189	0.43	\$72,321
Huron Academy	50903	48131	0.43	\$20,696
Lawrence Public Schools	80130	71944	0.43	\$30,936
Lincoln Consolidated School District	81070	251771	0.43	\$108,262
Manistee Area Public Schools	51070	133029	0.43	\$57,202
Martin Luther King, Jr. Education Center Academy	82910	39306	0.43	\$16,902
Monroe County Youth Center	580008001	4765	0.43	\$2,049

Oakland County Children's Village	630008006	39706	0.43	\$17,074
Oholei Yosef Yitzchak Lubavitch	632501627	18092	0.43	\$7,780
Our Savior Lutheran School	230602916	12661	0.43	\$5,444
Our Shepherd Lutheran School	630102917	18373	0.43	\$7,900
Queen of Miraculous Medal School	381703134	22686	0.43	\$9,755
River Rouge, School District of the City of	82120	260574	0.43	\$112,047
Riverside Academy	82975	123373	0.43	\$53,050
Saranac Community Schools	34120	73888	0.43	\$31,772
St. John the Evangelist School	381703757	28675	0.43	\$12,330
St. Mary Assumption School	120203903	7200	0.43	\$3,096
St. Paul Lutheran School	250103956	8605	0.43	\$3,700
St. Paul Lutheran School	810103967	17996	0.43	\$7,738
Tecumseh Public Schools	46140	147364	0.43	\$63,367
Union City Community Schools	13135	73262	0.43	\$31,503
Van Buren ISD	80000	13182	0.43	\$5,668
Walkerville Public Schools	64090	38345	0.43	\$16,488
Washtenaw County Juvenile Home	810008002	5479	0.43	\$2,356
Whitefish Township Schools	17160	5998	0.43	\$2,579
Wolverine Community School District	16100	32660	0.43	\$14,044
Yeshiva Beth Yehudah School	630606133	86400	0.43	\$37,152

3,762,662

\$1,617,945

ATTACHMENT 2: Signature Page

SIGNATURE PAGE

This form must be returned, properly executed
Please use this page as a cover sheet for your proposal

In compliance with the Request for Proposal made by the SPARC Consortium, the undersigned proposes to furnish and deliver all services in accordance with the accompanying descriptions and instructions in the RFP. The undersigned also asserts that:

- This proposal is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purchase, and is in all respects fair and without collusion or fraud.
- No member of the Board of Education of the Manistee Intermediate School District nor any officer, employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the services to which it relates, or in any portion of the profits thereof.
- All prices herein are net and exclusive of all federal, state and municipal sales and excise taxes.
- Said bidder clearly understands that the SPARC Consortium will be the sole judge in determining the quality of services as being equal to or in compliance with the descriptions set forth in the RFP

Company: _____

Name: _____

Signature of above: _____

Title: _____

Address: _____

Telephone: _____

Fax Number: _____

Date: _____

Are you a small business? Yes_____ No_____

Are you a minority business? Yes

If yes, list minority:_____

**ATTACHMENT 3: MARKET BASKET PRICING FORM
(EXCEL SPREADSHEET)**

ATTACHMENT 4: GUARANTEED MARK-UP SCHEDULE

Per USDA regulations, price must be the highest weighted factor in evaluations. Attachment 3 will be given the highest weighted factor based on the proposed mark-up schedule and the Market Basket pricing.

The mark-up schedule must be guaranteed for the length of the contract. The mark-up is the amount SPARC will pay above the contracted price. This will include all Proposer’s contracts, local contracts and non-contracted items. No fuel or freight charges may be added at any time. SPARC will consider variations in the schedule below annually with the contract renewal. USDA commodities mark-up category is non-negotiable (both brown box and diverted commodity items)

Per USDA regulations, mark-ups must be a fixed dollar amount.

Product Category	Per Case Mark-Up for Delivery (\$)
USDA Commodities (Brown Box & Diverted)	\$
Coffee	\$
Dairy	\$
Disposable Cutlery	\$
Disposables	\$
Dry/Refrigerated Goods	\$
Foam Trays	\$
Foodservice Chemicals	\$
Fresh/Frozen Poultry, Seafood, Beef, Pork, Deli Meats	\$
Frozen Foods	\$
Frozen Juice	\$
Frozen Potatoes	\$
Frozen Vegetables	\$
Portion Control Condiments	\$
Produce	\$
Shell Eggs	\$
Processed Eggs (Refrigerated)	\$
Processed Eggs (Frozen)	\$
Non-Bid Items	\$
Open Category	\$

Program Fees:

1. Storage Fee/Case (if applicable) \$ _____
2. Minimum Drop Size (dollar amount or case amount)
 - a. Dollar Amount: \$ _____
 - b. Case Amount: _____
3. Is there a fee if the minimum drop size is not met? If so, what is the fee? \$ _____
4. What types of financial incentives does your company offer?
 - a. Drop Size Incentives:
 - b. Quick Pay Incentives (please explain in detail):
 - c. List all other incentives:

ATTACHMENT 5: EXCEPTIONS TO TERMS, CONDITIONS & SPECIFICATIONS

Any exceptions to the Terms, Conditions, Specifications or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal.

RFP Page Number	Term, Condition or Specification	Exception

ATTACHMENT 6: RESPONSES TO QUESTIONS

Administration and Accounting Services, Invoicing, Product Testing and Selection, and Marketing Support:

1. Key Personnel:
 - a. Provide a professional bio of key personnel who will work directly with SPARC. Include name, phone number, email address and major area of responsibility.
 - b. Explain your staffing plan for these key individuals including their credentials and experience.
 - c. Who are being proposed as dedicated to the SPARC account for:
 - i. Educating, recruiting and retraining members
 - ii. Assistance with preparing order guides, commodity ordering and maximizing use of their entitlement dollars.
 - d. Who will be designated as your customer service coordinator(s)?
 - e. Who will be designated as your technology coordinator(s)?
2. Describe in detail your Company's support systems to include technology in areas such as: velocity and PAL reports, delivery of products to the school districts, bar scanning, etc.
3. Describe in detail how your company's technology can provide SPARC members access to technology to obtain order guides, usage information, information for filing rebates, etc.
4. What is your communication plan to members? What process(s) will you use to disseminate new and up-to-date information? Who will be responsible to communicate information to SPARC members?
5. Describe in detail how SPARC will be notified of:
 - a. Stocking issues
 - b. Manufacturing shortages
 - c. When new products are in stock?
6. Describe the management reports you can supply the SPARC Bid Administrator and members. Please provide a sample of the reports.
7. Invoicing/Pricing:
 - a. What is your company's process for return and credit for the following: mis-picks, damaged or poor-quality products, mis-orders, or short-on-truck items?
 - b. When and how are credits issued?
 - c. Does your company have a GPO that will provide alternate pricing from manufacturer pricing? Is the consortium allowed to select the best pricing between the GPO or the Direct to Manufacturer pricing?
8. Will you provide a staff person(s) to assist in educating SPARC members through area workshops and individual assistance regarding on-line ordering, web transfers and other needs of SPARC members?
9. Provide written assurance that a representative of the Firm will participate in SPARC Board meeting and other SPARC meetings if requested.
10. Explain in detail your Recall Procedures that specifically addresses the details of holds and recalls of USDA and commercial food products.
11. Nutrient & CN Information:

- a. How will you provide CN labels annually (by September 1 of each contract year) to SPARC?
 - b. If a CN label is not available, how will you obtain Product Formulation Statements to SPARC?
 - c. How will you notify and get updated information to members when new products are received or product formulation changes?
 - d. What resources are available to assist districts to meet the needs for customers with food allergies?
12. Menu Assistance:
- a. How will your Company assist SPARC members with menus and menu ideas?
 - b. How will you provide a list of suggested new products utilizing USDA foods?
 - c. Do you provide any form of nutrient analysis of menus?
 - d. How will you notify members of manufacturer's menu promotions?

Contracting, Ordering, Receiving, Inventory Management, Stocking, Storing and Delivery of All Product Categories, Including USDA Foods:

- 1. Describe your Company's familiarity with Federal and State (relating to State and Local Government procurement) Procurement Requirements and how your firm ensures compliance with such Procurement Requirements?
- 2. Describe how your Company will meet all requirements related to USDA Food, including Department of Defense Produced, Processed, Unprocessed and Bonus Commodities? Be specific about required report and reconciliation functions including Planned Assistance Level reports (PAL), monthly inventory reports and reconciliation reports.
 - a. How will the Company communicate USDA Foods usage/velocity reports to processors, Processor Link, and K12 Foodservice? Include the frequency of these reports?
 - b. What Value Pass through methods do you utilize for processed USDA Foods?
 - c. Describe the tools offered by the distributor to assist districts to verify the amounts used and remaining on their USDA Foods entitlement. Are districts able to run their own reports?
 - d. How will you assist SPARC in using entitlement dollars in the year earned?
 - e. How will you assure SPARC members will be notified of pending USDA Donated Food expiration dates in a sufficient time to use products?
- 3. Ordering:
 - a. Describe your online web-based ordering system and its features.
 - b. What are the alternatives to online ordering?
 - c. When there isn't enough product in stock, how is it determined which orders are filled and which are shorted?
 - d. Substitutions: All substitutions require the prior approval of the receiving district. If the selected bid item is temporarily out of stock, and equal or superior product of an equal or lower per serving price may be delivered as long as prior approval has been received.
 - e. Are orders filled based on when received?
 - f. How late can add-ons be added to next day delivery, and is there a limit on the number of cases that can be added on?

- g. What is the lead time you require for order that ensure a 95% fill rate?
 - h. What is your procedure for notifying customers of shortage and/or substitutes?
4. Stocking of Products:
- a. Provide a purchasing/stocking plan for bid items. Items on the bid that have a usage, based on past and current school year of five (5) cases/week must be stocked in adequate quantities.
 - b. The stocking plan must include information for adding, replacing and deleting items from the stocking list and how that information is communicated to the districts.
 - c. How are special orders placed? Include detailed information regarding the timeframe and minimum quantity required for special orders.
 - d. Describe your plan to assure the availability of products throughout the school year, especially at the beginning and end of the school year.
 - e. Describe the tools and strategies to support schools in documenting compliance with the Buy American Provision.
5. Delivery:
- a. The Distributor will provide a delivery implementation plan. The plan should outline how you intend to provided needed services in a timely manner to SPARC member districts.
 - i. If you have multiple distribution locations serving our member districts, please indicate how coordination between these locations will be done, including transfer of product.
 - b. What are your standard operating procedures with regard to temperature control of product?
 - c. Describe how you will track the timeliness of deliveries? What is the procedure of when the delivery is outside the delivery window?
 - d. Describe your policy regarding your delivery driver/staff assisting in moving receive products to storage areas? Provide written assurance you will provide “Wheeled-In” or palletized delivery at the request of the district and will place deliveries in the proper storage locations.
 - e. What recourse will SPARC members have for damaged products, including hidden damage?
 - f. How will delivery errors be corrected, especially orders left with non-food service personnel?
 - g. Do you have the capacity to provide nighttime or weekend delivery to those districts accepting them, and will you have appropriate bonding and insurance to cover such afterhours deliveries?
 - h. Provide written assurance you will deliver twelve (12) months a year to member districts to accommodate Summer Food Service Programs and/or year-around programs.
 - i. How will emergency deliveries (deliveries not on a scheduled date) be handled?
 - j. Describe your guaranteed order fulfillment, delivery windows, and how deliveries will be adjusted for holidays and snow days?
 - k. Explain your expectations and the standards of excellence your delivery drivers are required to meet.
6. Warehouse:
- a. Describe your warehouse, storage and distribution services with sufficient detail to be able to assess your capabilities, geographical reach and abilities, reliability, and sufficiency of delivery staff and equipment.
7. Describe reports and other communication methods you will use to communicate with SPARC members on the following:
- a. When a product is out of stock.

- b. When changes in UPC codes occur that will affect ordering and possibly nutrition information.
 - c. When new products are received.
 - d. When a product is about to be discontinued for any reason.
 - e. When new stock items have been received and ready for ordering.
 - f. How do districts obtain velocity reports to conduct personal sales analysis or to submit for rebates?
 - g. What rebate programs/third parties does the company submit usage and/or pricing information to on behalf of school districts? What steps are required to set up this process?
8. Special Orders:
- a. Explain in detail what your company's procedure is for special orders, both from the Manufacturer and distributor perspective.
 - b. What are the requirements for placing special orders?
 - c. How long does it take to receive special order products?
 - d. Explain how you meet the special-order timeline?
 - e. How will you communicate the special-order timeline to SPARC members?

Other:

- 1. What types of accounts and/or food items does the company flag as proprietary? For what purposes is this done?
- 2. Does your company provide the opportunity to purchase large and small equipment? Please describe the types of equipment items you stock or special order.
- 3. Describe any specialty programs your company offers, such as chemicals, coffee, bread, and milk programs.
- 4. Has your firm backed out of a distribution contract to a school district(s) mid-year within the past two (2) years? If so, please explain.
- 5. Has your firm defaulted or been replaced at the will of the district during the school year within the past two (2) years? If so, please explain.

ATTACHMENT 7: SERVICE MANAGEMENT FEE

The annual expected number of cases to be purchased by SPARC members is 300,000 to 400,000 cases annually. (Based upon historical data for all produce, food, nonfood, USDA processed and donated foods). The Management Fee and Marketing Fee are paid back to the SPARC Consortium.

SPARC Service Management Fee: \$_____

Explain in detail how you expect the Service Management Fee will be assessed and collected. Possible methods: Option 1 – a per case fee; Option 2 – a pro-rated annual fee based upon district enrollment; Option 3 – another volume incentive proposal.

SPARC Marketing Fee: \$_____

Explain in detail how you expect the Service Management Fee will be assessed and collected. Possible methods: Option 1 – a per case fee; Option 2 – a pro-rated annual fee based upon district enrollment; Option 3 – another volume incentive proposal.

The Service Management Fee and Marketing Fee are to be paid monthly to SPARC to the Fiscal Agent for the SPARC Consortium (Manistee Public Schools). Supporting documents must be included with the payment to verify accuracy of payment.

In extension years, how do you propose to increase fees?

ATTACHMENT 8: VENDOR STATEMENT OF QUALIFICATIONS

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Email:	
Phone Number:	
Fax Number:	
Company Website:	
Number of Years in Business:	

Company’s Financial Rating: Duns or Bank reference (i.e.: name and address of bank where company’s commercial account is located):

List 3 current or recent EDUCATIONAL clients for references

Client Data	Description and Date of Services
Name:	
Address:	
Phone #:	
Contact Name:	
Contact Email	
Name:	
Address:	
Phone #:	
Contact Name	
Contact Email:	
Name:	
Address:	
Phone #:	
Contact Name:	
Contact Email:	

1. What is the location of office(s) to support SPARC?
2. What is the scope of clients serviced by your company?
3. List any actions taken by any regulatory agency resulting in litigation involving the Firm or its agents or employees with respect to and work performed in the last ten (10) years as well as the outcomes relating thereto.
4. How many years has your company been in the K-12 or similar business?
5. Describe in detail your firm's experience with and methods of handling USDA Processed and Non-Processed Donated Foods, DOD.
6. What is your company's average "fill rate" to your current school customers? Please explain how you calculate this fill rate? Please indicate if this includes or excludes substituted items.
 - a. What provisions does your company take to achieve a high level of execution in fill rates?
 - b. How would your firm manage its inventory to ensure that SPARC member districts orders comply with your company's average fill rate for schools?
7. How does your Company learn about and comply with public policy, and legislative or statutory requirements?
8. Describe your Company's proposed communication, data interchange and reconciliation mechanism with all necessary parties?
9. Provide your written Code of Standards of Conduct governing the performance of officers, employees or agents.
10. What are the major strengths your Company will bring to our SPARC members?
11. Please provide any other information that would qualify your Company to meet the needs of the SPARC members.

ATTACHMENT 9: ETHICAL STANDARDS AFFIDAVIT

Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

Contractor understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

Contractor also understands that it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award or a subcontract or order.

Contractor also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a metropolitan government contract upon the agreement or understanding for a contingent commission, percentage or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Contractor represents that it has not retained anyone in violation of the foregoing.

Contractor also understands that a breach of ethical standards could result in civil or criminal sanctions and/or debarment or suspension from being a seller, contractor or subcontractor under metropolitan government contracts.

(print name of bidder)

(signature)

(Name of Company)

(City/State)

Sworn to and subscribed before me, a notary public in and for the above state and county on this day: _____
_____ 2022.

Notary Public:

(signature)

My Commission expires:

(Date)

Seal:

ATTACHMENT 10: CONFLICT OF INTEREST AFFIDAVIT

This affidavit is required by state law and complies with the State of Michigan, Act No. 232 of Public Acts of 2004, Enrolled House Bill No. 5376, Sec. 1267, paragraph 3, and sub-paragraph (d), as listed below:

(3) The advertisement for bids (and proposals) shall do all of the following:

State that the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive of the public-school academy. A board, intermediate school board, or board of directors shall not accept a bid that does not include this sworn and notarized disclosure statement.

CHECK ONE OF THE TWO BOXES BELOW.

C] List and describe all existing Conflicts of Interest. (Attach an additional page if necessary.)

C] To the best of my knowledge, no conflict of interest exists.

Print name of _____ Signature: _____ bidder:

Name of _____ City: _____ State. _____ Company:

NOTARY: State of _____ County of _____

Sworn to and subscribed before me, a notary public in and for the above state and county, on this

_____ Day _____ of _____, 2022 _____.

Notary Public

My commission expires: _____

Seal

ATTACHMENT 11: CERTIFICATE OF LIABILITY INSURANCE

<u>ACORD</u> CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
		INSURERS AFFORDING COVERAGE				
INSURED		INSURER A:				
		INSURER B:				
		INSURER C:				
		INSURER D:				
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
	<input type="checkbox"/>				PERSONAL & ADV INJURY	\$
	-				GENERAL AGGREGATE	\$
	<input type="checkbox"/>				PRODUCTS-COMP/OP AGG	\$
	-	GENERAL AGGREGATE LIMIT APPLIES PER:				
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> _____					
	-					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$

	<input type="checkbox"/> ANY AUTO				OTHER THAN	EA ACC	\$
	<input type="checkbox"/>				AUTO ONLY:	AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE		
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE		\$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUT- ORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT		\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE		\$
					E.L. DISEASE - POLICY LIMIT		\$
	OTHER						\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

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CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: __	CANCELLATION
---------------------------	---	---------------------

	<p align="center">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS</p>
	AUTHORIZED REPRESENTATIVE

ATTACHMENT 12: PERFORMANCE BOND

The Bidder to whom a Contingent Award is made may be required to duly execute and deliver at their expense a Performance and Payment Bond in the maximum amount up to \$100,000 payable to SPARC. The Bidder may deliver multiple bonds in lieu of a single bond, provided the total amount of these bonds equals the amount specified above- The bond, if required, shall be delivered to the SPARC Fiscal Agent Office (Manistee School District) within seven (7) days after a Notice of Contingent Award is given to the Bidder, either verbally or in writing. All bonds required above shall be issued by companies authorized to do business under the laws of the State of Michigan. The Company must be rated no less than "A-" by the latest edition of Best's Insurance Guide, which is published by A.M. Best Company, Oldwick, New Jersey. If the Bidder fails to deliver the bond within this specified time frame, including any extensions which may be granted by SPARC, SPARC shall declare the Bidder in default of the Contractual terms and conditions, and the Bidder shall surrender its Proposal bond. In lieu of a Performance and Payment Bond, SPARC will accept a cash bond in the form of a certified cashier's check made payable to SPARC for placement in an escrow account.

The Bidder, by submitting his/her Bid, agrees to the following:

1. To hold the Bid open for ninety (90) days following the time and date set for receipt of Bids.
2. To abide by the Instructions to Bidders.
3. To execute a Contract with the SPARC Consortium.
4. To furnish a Performance Bond and a Payment Bond equal to not less than \$100,000.
5. To perform the Work in accordance with the proposed RFP/Contract Documents within the time period stated in the agreement.

By: _____
(Signature)

(Printed Name)

Title: _____

Company: _____

Official Address: _____

Telephone Number: _____

Date of Bid: _____

The person signing this form must be legally authorized to bind the company and its assets to the terms set forth in this proposal and subsequent Contracts.

ATTACHMENT 13: ASSURANCES AND CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the MDE.

Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., the Manistee School District, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with Section 400 (d) (4) of the U.S. Department of Education Compliance Supplement for A-133.

Signature: _____

Date: _____

ATTACHMENT 14: CLEAN AIR & WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Vendor (offeror) shall execute this Certificate.

THE VENDOR AGREES AS FOLLOWS

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C, 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operation, owned, leased or supervised by the vendor.

_____ (signature)

_____ (title)

_____ (date)

ATTACHMENT 15: IRAN SANCTIONS ACT

**Certificate of Compliance
Michigan Public Act No. 517 of 2012
Iran Economic Sanctions Act**

The undersigned, the owner, or authorized officer of the below-named company (the "Company"), pursuant to the compliance certification requirement provided in the

_____ School District's Request for Proposal (the "RFP"), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by the

_____ School District as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the _____ School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

Name of Company:

Name and Title of Authorized Representative:

Signature:

Date:

ATTACHMENT 16: SUSPENSION/DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Lower-Tier Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, 9017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name _____ Proposal Reference/Award Number or Project Name

(Name[s] and Titles of Authorized Representative[s])

Signature(s): _____

Date: _____

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom 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, bid/proposal, and voluntarily excluded, as used in this clause, have the

meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

6. The prospective lower-tier participant further states by submitting this form that he or she 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 principles. Each participant may, but is not required to, check the Non-Procurement List.

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

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.

ATTACHMENT 17: LOBBYING CERTIFICATION

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts exceeding \$100,000 in federal funds

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

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

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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an offer or employee of 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 covered sub awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name/Address of Organization Award Number or Project Name

Name/Title of Submitting Official

Signature

Date

ATTACHMENT 18: SELECTION CRITERIA & AWARD MATRIX

Selection Criteria and Award Matrix Form

Company Being Evaluated:

Criteria	Max Points	Awarded
Completed and Signed Signature Form – Attachment 2	Mandatory	
Completed Market Basket Pricing Form – Attachment 3	Mandatory	
Completed and Signed Guaranteed Mark-Up Schedule – Attachment 4	Mandatory	
Completed and Signed Exceptions to Terms, Conditions & Specifications – Attachment 5	Mandatory	
Completed and Signed Vendor Statement of Qualifications – Attachment 8	Mandatory	
Completed, signed and notarized Ethical Standards – Attachment 9	Mandatory	
Completed, signed and notarized Conflict of Interest Affidavit – Attachment 10	Mandatory	
Completed and signed Certificate of Liability Insurance – Affidavit 11	Mandatory	
Completed and signed Performance Bond Statement – Attachment 12	Mandatory	
Completed and signed Assurances and Certifications – Attachment 13	Mandatory	
Completed and signed Clean Air & Water Certificate – Attachment 14	Mandatory	
Completed and signed Iran Sanctions Act – Attachment 15	Mandatory	
Completed and signed Suspension & Debarment Certification – Attachment 16	Mandatory	
Completed and signed Lobbying Certification – Attachment 17	Mandatory	
Vendor Qualifications	10	
Response to Questions	25	
Market Basket Pricing	35	
Fee and Rebate Proposal	30	
TOTAL	100	

ATTACHMENT 19: INSTRUCTIONS FOR PROPOSAL SUBMITTALS

Proposals will be mailed via Fed-Ex, UPS, or USPS so the delivery can be documented. The original proposal is to be sent to:

Sara Gasiorowski
SPARC Bid Administrator
2225 Willow Circle Drive
Greenwood, IN 46143

A copy of the proposal may also be emailed to: sara@proteamadvisors.com

