



Holly Ladd
Director of Food Service
2806 Matthew Drive
Sedalia, MO 65301
660-829-6475

RFP 2025 FS-01

Food Service Grocery Prime Vendor

Proposal Due:
May 9, 2025
1:00pm

1. Background

1.1. Notice

- 1.1.1. Sedalia 200 School District (the "District") seeks proposals from qualified firms for Grocery Vendor in a Prime Vendor format through competitive bidding. The District is responsible for managing all contracts awarded. If your firm is interested, please submit the information requested in this Request for Proposal (RFP) to the Sedalia 200 School District Central Office by 1:00 p.m. Central Standard Time on or before May 9, 2025. All information necessary for the submittal is contained in this RFP. This RFP is also available in an electronic format at: <https://www.sedalia200.org/Domain/366>
- 1.1.2. The District is an Affirmative Action-Equal Opportunity Employer that provides Equal Employment Opportunity. Women-owned enterprises and Minority-owned enterprises are encouraged to submit a proposal.
- 1.1.3. All bidders must complete and submit Appendix A. If a proposal is not to be submitted, please fill out the Non-Response Bid Form in Appendix C.

1.2. RFP Schedule

- 1.2.1. Issue RFP: April 14, 2025
- 1.2.2. Bids due: May 9, 2025 by 1:00 p.m.
- 1.2.3. Bid Acceptance: May 19, 2025

2. Requested Items

2.1. Type of items requested:

- 2.1.1. A resulting agreement is intended to cover items in the following categories: Grocery Vendor in a Prime Vendor format for use in the day-to-day operations of the District's Food Services program. This agreement is intended to cover items in the following categories: dairy (not fluid milk), dry goods, and frozen. It is not intended to cover fresh bakery products, equipment, produce, chemicals or paper.
- 2.1.2. Buy American- All commodities and products must be of domestic origin to the maximum extent practicable, as required by 7CFR Part 210.21 (d)

"Domestic commodity or product" means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (Substantially means over 51% from American products. Therefore, over 51% of the final processed product, by weight or volume, must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume.)

Limited Exceptions:

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing, by the vendor, for prior approval by the district, in advance of delivery.

Exceptions include:

1. The product is not produced or manufactured in the U.S in sufficient and reasonable available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

Limited exceptions to the Buy American Provision allow for the purchase of products not meeting the "domestic" standard. Before utilizing an exception, alternatives must be considered:

1. Are there other domestic sources for this product?
2. Is there a domestic product that could be easily substituted, if the non-domestic product is less expensive?
3. Am I soliciting bids for this product at the best time of year? If I contracted earlier or later in the season, would prices and/or availability change?

To be considered for the alternative or exception, the request must be submitted in writing to a designated official, in advance of delivery. The request must include the:

1. Alternative substitute (s) that are domestic and meet the required specifications:
 - a. Price of the domestic food alternative substitute (s); and
 - b. Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
2. Reason for exception: limited/lack of availability or price (include price):
 - a. Price of the domestic food product; and
 - b. Price of the non-domestic product that meets the required specification of the domestic product.

2.2. Locations:

- 2.2.1. Building location list is provided in Appendix B

2.3. Description of items requested:

- 2.3.1. Requirement and Response section is provided in Appendix D.
- 2.3.2. Items and their specifications are listed for comparison purposes only. Pre-approved "like" substitutes are acceptable for all items.

2.4. Project Schedule

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

- 2.4.1. Vendor selection date: May 19, 2025
- 2.4.2. Vendor notification to proceed date: May 20, 2025
- 2.4.3. Contract start, or implementation, date: July 1, 2025

3. Scope of Services

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

3.1. Bid Terms and Conditions:

- 3.1.1. Each bid will be made part of the public record of the District. Therefore, it is necessary that any and all information presented is accurate. If there is a discrepancy between the unit price and extended total, the price most advantageous to the district will prevail.
- 3.1.2. Compliance with 2.1.2 as listed above is imperative and necessary. 100% of items purchased must comply with stipulation that "over 51% of the final processed product consists of agricultural commodities that were grown domestically." For items not meeting this compliance, the product must be noted as such. Two situations may warrant a waiver to permit purchases of foreign food products:
 - 3.1.2.1. The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, and
 - 3.1.2.2. Competitive bids reveal the costs of a U.S. product to be significantly higher than the foreign product.
- 3.1.3. Appendix D- Product Bid Sheet section instructions:
 - 3.1.3.1. For each statement listed, the bidder shall provide an answer in the Response columns A-F.
 - 3.1.3.2. Utilize the week of April 14, 2025 for pricing.
 - 3.1.3.3. Variances in case quantities and weights must be specified in the response section.
 - 3.1.3.4. For each item listed the bidder shall provide:
 - 3.1.3.4.1. Brand name and UPD/MFG number of label or product
 - 3.1.3.4.2. Pack size
 - 3.1.3.4.3. Vendor's cost: Bidder's cost (including freight and discounting all promotional, rebate, and quantity usage discounts) during April 14 – May 2, 2025 (without fixed fee). Price to be stated by carton, case, bag, or each. Include copy of invoice supporting price.
 - 3.1.3.4.4. Bid price per unit: bidder's fixed fee per case.
 - 3.1.3.4.5. District price per case: Vendors cost plus bid price.
 - 3.1.3.4.6. Projected Cost: Dollar volume based on the district price per unit * amount of estimated annual usage.
 - 3.1.3.4.7. Copies of invoices to support the market basket pricing.
 - 3.1.3.4.8. Indication if the item is primarily processed using US goods in a US-based facility.
- 3.1.4. Technical Approach and Contract Administration: The contractor shall describe their plans and approach for accomplishing the specific work requested. The information

provided shall be in enough detail to enable the District to ascertain the contractor's understanding of the effort to be accomplished and shall outline the steps in the total service proposed. Technical Proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the contractor's technical approach to delivering the services sought under the RFP.

- 3.1.5. The District will order two weeks prior to service. Delivery will take place in the week following order placement for service to take place the following week. A delivery schedule will be arranged with the successful bid winner.
- 3.1.6. Market Information: The bidder will provide the district with market information relating to product conditions, quality, availability, pricing trends and new products. Where appropriate, the contractor shall make recommendations for changing products to achieve financial savings or higher applicability. The district's menu shall be available to the bidder to assist in determining "best use" products and access available inventory.
- 3.1.7. The bidder will provide the district with a description of the menu creation support to be provided to the District that meets all federal and state nutritional guidelines.
- 3.1.8. Nutritional information: The successful bidder will supply the District with printed copies of nutritional analysis as requested and for any new and/or substitution items.
- 3.1.9. Commodity Items: Net Off Invoice items are included at the end of the market basket. These items must be carried by the successful bidder.
- 3.1.10. Pricing definitions:
 - 3.1.10.1. **Supplier's Cost-** The supplier's quotation of a fixed fee which represents the supplier's operating margin and remains constant during the term of the contract, expressed as dollars per case.
 - 3.1.10.2. **Fixed Fee-** The supplier's quotation of a fixed fee which represents the supplier's operating margin and remains constant during the term of the contract, expressed as dollars per case.
 - 3.1.10.3. **District Cost-** is the supplier's cost plus the fixed fee.
- 3.1.11. Cost of items:
 - 3.1.11.1. The fixed fee established with the initial bid may not change during the life of the entire contract.
 - 3.1.11.2. The individual prices listed for each item on the attached market basket shall be based upon prices effective April 14 – April 18, 2025.
- 3.1.12. **Order And Delivery Terms and Conditions**
 - 3.1.12.1. The successful bidder will set up a delivery schedule and will make deliveries according to that schedule, barring holidays or snow days, on dedicated trucks to the attached Sites and Time Schedule.
 - 3.1.12.2. If any order to a school is delivered after 2:00 p.m., the supplier will provide any overtime pay due to any of the district Food Service or maintenance personnel or manager. When such a situation occurs, the district will bill the supplier for the overtime involved.
 - 3.1.12.3. The bidder shall deliver all individual orders invoiced by account to each location.
 - 3.1.12.4. The bidder will adhere to HACCP standards, meaning, products shall be maintained at appropriate holding temperatures throughout their staging, loading, transport, and delivery.
 - 3.1.12.5. All of the bidder's facilities and delivery vehicles must conform to local, state, and federal rules and regulations regarding sanitation and are subject to inspection by district or other officials at the discretion of the district.
 - 3.1.12.6. The bidder's driver will deliver and off load all products to the specified area(s) on the inside of the unit's building. The contractor shall provide any/all equipment

necessary to complete this process.

- 3.1.12.7. At the time of delivery, a designated district employee shall sign the invoice once the order has been appropriately received and counted.
- 3.1.12.8. Deliveries to the district will begin July 1, 2025.
- 3.1.12.9. All deliveries will be accompanied by an itemized invoice. All invoices will include the correct bid pricing that includes the site name, district provided purchase order number, product name, unit cost, extension, piece count, and total charges. Any concealed damage or delivery of incorrect product will be reported to the supplier's account representative who will then issue credit memos for any incorrect charges and arrange for the return of miss-shipped or deficient products even if deficiencies were not readily noticeable at time of delivery. Vendor must be able to guarantee at least a 99% fill rate on all deliveries made to each school. In addition, all shortages deemed necessary to meet the menu demands of the program must be re-delivered.
- 3.1.13. Evaluation of the bid:
 - 3.1.13.1. To be considered as a bidder, all columns (A-F) in Appendix D must be answered in the order listed.
 - 3.1.13.2. Appendix D must be completed by the bidder.
 - 3.1.13.3. District reserves the right to request product demonstrations where and when appropriate.

3.2. Proposal Evaluation Categories And Weights:

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

3.3. Contractual Terms and Conditions:

- 3.3.1. Any firm submitting a proposal acknowledges and agrees that the Board's selection of their firm shall in no way create a valid or binding contract between the firm and the District. **Any firm submitting a proposal agrees, by submitting a proposal, that any resulting contract between the District and the selected firms shall be substantially in the form of the attached Appendix E.** Any changes shall be mutually agreed upon by the parties, but the District reserves the right to reject the proposal of the submitting firm if an agreement cannot be reached on the final contract terms.

4. Required Insurance

4.1. Liability

- 4.1.1. \$1,000,000 per incident (minimum)
- 4.1.2. \$1,000,000 annual (minimum)

4.2. Workers Compensation

- 4.2.1. Statutory limits

4.3. Bond

- 4.3.1. Payment: Amount of Agreement
- 4.3.2. Performance: Amount of Agreement

4.4. Additional Insured

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

5. Disclosures and notifications

5.1. Conflicts of interest

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

6. Interpretation, Questions, Withdrawal

6.1. Interpretation

- 6.1.1. The District will make no oral interpretations for proposers of meaning of the terms in this RFP.
- 6.1.2. Requests for interpretations to the meaning of this RFP must also be made in writing to Sedalia 200 School District not later than April 25, 2025 and failure by the successful proposer to do so shall not relieve the proposer of the obligations to execute such services under a later interpretation by the school district.
- 6.1.3. All interpretations made to the proposers will be issued in addenda to the RFP and will be sent to all proposers.

6.2. Questions

- 6.2.1. Submit written questions to the following person:
Holly Ladd
Director of Food Service
2806 Matthew Drive
Sedalia, MO 65301
660-829-6475
laddh@sedalia200.org

6.3. Withdrawal

- 6.3.1. Any Contractor may withdraw his proposal prior to the scheduled closing time for receipt of proposals.
- 6.3.2. No proposal shall be withdrawn for thirty (30) days after the scheduled closing time for receipt of proposals.

7. Proposal submission and opening

7.1. Submission

- 7.1.1. Submit proposals in a sealed envelope which is clearly marked "Food Service GROCERY- PRIME VENDOR" and deliver to the following address and person:
c/o Holly Ladd
Director of Food Service
2806 Matthew Drive
Sedalia, MO 65301
660-829-6475
- 7.1.2. Bids must be submitted only on the form provided in this bid document. Required information must be included.
- 7.1.3. Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened. The District is not responsible for lateness or non-delivery by the U.S. Postal Service to the District. The time and date recorded by the

District shall be the official time of receipt.

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

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

Technical Proposal	_____
Features Response	_____
Signed Debarment Letter	_____
Jump/Flash drive	_____

7.2. Opening

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

Date: May 9, 2025

Time: 1:00 p.m.

Location: Sedalia School District 200 Central Office
2806 Matthew Drive
Sedalia, MO 65301

8. Reservation of Rights

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

9. Proposal Evaluation

9.1. Award

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

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

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

9.2. Acceptance Period

9.2.1. All proposal offers must be firm for 365 days from the start of the contract on July 1, 2025.

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

10.1. Successful bidder must comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations will be

reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 10.2.** Successful bidder must comply with the Energy Policy and Conservation Act (42 U.S.C. 6201). Violations will be reported to the Federal awarding agency.
- 10.3.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 10.4.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 10.5.** § 200.322 Procurement of recovered materials- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 10.6.** Price Adjustment- Prices for all items included in the Vendor’s bid may be adjusted annually based upon comparison of the price to an industry-wide or otherwise nationally recognized index or standard, such as the Consumer Price Index (CPI), or some other form of verifiable document. Vendor will put the District’s Director of Food Service on the mailing lists for all such publications so the Director can monitor said changes. That membership will be at no cost to the District. The Vendor shall notify the District of any circumstances in which the de-escalations or reduction of the price may be justified, as provided in this clause.

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

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

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

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

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

FURTHER AFFIANT SAYETH NOT.

By: _____
(individual signature)

For _____
(company name)

Title: _____

Subscribed and sworn to before me on this _____ day of _____, 201____.

NOTARY PUBLIC

My commission expires:

REFERENCES AND EXPERIENCE

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

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

School District/Business _____
Address _____
Contact Person _____ Phone# _____
Description of services performed and completion date _____

School District/Business _____
Address _____
Contact Person _____ Phone# _____
Description of services performed and completion date _____

School District/Business _____
Address _____
Contact Person _____ Phone# _____
Description of services performed and completion date _____

Debarment Form

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025



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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

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

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

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

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

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

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

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

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

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

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.

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

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

PERSONNEL QUALIFICATIONS

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

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

Name: _____ Number of Years: _____

Type of Experience: _____

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

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING

Appendix A

BID PROPOSAL SUBMISSION FORM – SSD 2025 FS-01 Grocery Prime Vendor

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

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the Sedalia 200 SCHOOL DISTRICT 2025 FS-01 Grocery Prime Vendor. In strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below, bidder should propose on individual base bids for specific project locations as noted below. Owner will award contract per individual base bid.
2. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
3. Bidder acknowledges receipt of the following ADDENDA: _____.
4. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

RESPECTFULLY SUBMITTED:

Signature

Title

Name (Please type or write clearly)

Date

Company Name

Telephone Number Fax Number

Street

Email address

City, State, Zip Code

License number (if applicable)

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

SEAL - (if BID is by a corporation)

Appendix B

Sedalia 200 School District Addresses

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

SCHOOL LOCATIONS

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

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

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

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

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

Washington Elementary
610 S Engineer
Lunch count 186 Breakfast count 112

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

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

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

Appendix C- No-Bid Response Form

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

BID NAME & NUMBER: Food Service Grocery Prime Vendor FS-01

Company Name: _____

Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail: _____

Please Note:

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

We, the undersigned have declined to submit a bid for the following reason(s):

____ Specifications are too rigid (i.e. geared toward one brand/manufacturer/service only (explain below).

____ Unable to meet deadline for responding to above bid number (IFB/RFP).

____ We do not offer this product or service.

____ Our schedule would not permit us to perform.

____ Unable to meet specifications.

____ Unable to meet Bond/Insurance requirement(s).

____ Specifications unclear (explain below).

____ Please remove us from your “Bidders List”.

____ Other (specify below).

COMMENTS:

I certify that the above information is true and correct, and that no other data, fact or consideration offered or given has influenced this response.

Submitted By: _____

Name (Printed)

Title/Department

Signature

Date

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Grocery Appendix D

Product Description	Brand	Size	Pack	Cases	Brand/Code Number	Pack Size	Vendor's Cost	Bid Price Per Unit	Price Per Unit	Projected Annual Cost
Apple Sliced Bags	Packer	2 Oz	100	106						
Banana Premium Us #1	Packer	40 Lb	1	240						
Banana Premium Green	Packer	40 Lb	1	53						
Blueberry	Packer	6 Oz	12	62						
Grape Lunch Bunch Red Sdless	Mrkn/Fc	2.1 Lb	1	66						
Pizza Breakfast Turkey Bacon	Tonys	2.95 Oz	128	72						
Breadstick Garlic 6 In Wg	Nyrozen	1.15 Oz	168	90						
Muffin Blueberry Wg	Chef P	2 Oz	96	32						
Sauce Sloppy Joe Mix	Red Pack	#10 Can	6	16						
Popcorn Cheddar White Lss	Smrtfood	1 Oz	64	21						
Soup Baked Potato	Blount	4 Lb	4	59						
Celery Stick	Vinyard	5 Lb	2	37						
Craisin Cherry	Oceanspr	1.16 Oz	200	23						
Craisin Strawberry	Oceanspr	1.16 Oz	200	56						
Muffin Blueberry 1w Wg	Spunkmyr	2 Oz	72	25						
Muffin Choc Chip 1w Wg	Spunkmyr	2 Oz	72	147						
Lid Plas 5.5-24 Oz Non Vent	Ultradlr	100 Ct	10	38						
Chicken Breast Nugget Grilled	Brkbush	5 Lb	2	30						
Soup Chicken Noodle	Blount	4 Lb	4	43						
Carrot Baby Peeled	Mrkn/Rss	5 Lb	2	33						
Chicken Breast Patty Ckd Wg Cn	Brkbush	3.15 Oz	51	34						
Guacamole Western Style	Harvstfr	3 Lb	6	23						
Chip Tortilla Yellow Round	Gransabr	2 Lb	6	40						
Chip Tortilla White Triangle	Gransabr	2 Lb	5	55						
Peach Sliced Irregular Xlt Syr	Kth/Home	#10 Can	6	27						
Pan Spray Butter Mist	Butterbd	17 Oz	6	26						
Cucumber 24 Ct	Packer	24 Ct	1	41						
Gravy Mix Peppered Whole	Pioneer	24 Oz	6	59						
Dough Biscuit Ez Split Wg	Richs	2.6 Oz	182	75						
French Toast Mini Chocolate 1w	Eggo	3.03 Oz	72	126						
Rice Krispie Treat Original Wg	Kelloggs	1.41 Oz	80	21						
Water Drinking Purified	Purelife	16.9 Oz	35	18						
Casserole Broccoli Rice Cheese	Rons	4.75 Lb	4	31						
Water Drinking Purified	Purelife	8 Oz	48	15						
Sausage Link Skin On Cooked	Fastnesy	1.6 Oz	100	284						
Chicken Breast Cutlet Brd Ckd	Brkbush	3.7 Oz	43	451						
Bagel Mini Stwbry Cream	Pillsbry	2.43 Oz	72	144						
Ice Cup Blue Raspberry Lemon	Sidekick	4.4 Oz	84	46						
Waffle Dutch 5 In Wg	Dutchwfl	2.85 Oz	48	108						
Bag Paper Groc Brn 6#	Duro	500 Ct	1	57						
Bean Refried Vegetarian	Santiago	6 Oz	6	18						
Cheese Sauce Ex Melt White	Landolak	5 Lb	6	40						
Pizza Crust 16 In Wg Prebaked	Richs	17 Oz	18	672						
Chicken Drumstick Frenched	Red Bird	10 Lb	1	64						

Grocery Appendix D

Product Description	Brand	Size	Pack	Cases (YTD as of 4/7/25)	Brand/Code Number	Pack Size	Vendor's Cost	Bid Price Per Unit	Price Per Unit	Projected Annual Cost
Apple Sliced Bags	Packer	2 Oz	100	106						
Banana Premium Us #1	Packer	40 Lb	1	240						
Banana Premium Green	Packer	40 Lb	1	53						
Blueberry	Packer	6 Oz	12	62						
Grape Lunch Bunch Red Sdless	Mrkn/Fc	21 Lb	1	66						
Pizza Breakfast Turkey Bacon	Tonys	2.95 Oz	128	72						
Breadstick Garlic 6 In Wg	Nyrozen	1.15 Oz	168	90						
Muffin Blueberry Wg	Chef P	2 Oz	96	32						
Sauce Sloppy Joe Mix	Red Pack	#10 Can	6	16						
Popcorn Cheddar White Lss	Smrtfood	1 Oz	64	21						
Soup Baked Potato	Blount	4 Lb	4	59						
Celery Stick	Vinyard	5 Lb	2	37						
Craisin Cherry	Oceanspr	1.16 Oz	200	23						
Craisin Strawberry	Oceanspr	1.16 Oz	200	56						
Muffin Blueberry 1w Wg	Spunkmyr	2 Oz	72	25						
Muffin Choc Chip 1w Wg	Spunkmyr	2 Oz	72	147						
Lid Plas 5.5-24 Oz Non Vent	Ultracr	100 Ct	10	38						
Chicken Breast Nugget Grilled	Brkbush	5 Lb	2	30						
Soup Chicken Noodle	Blount	4 Lb	4	43						
Carrot Baby Peeled	Mrkn/Rss	5 Lb	2	33						
Chicken Breast Patty Ckd Wg Cn	Brkbush	3.15 Oz	51	34						
Guacamole Western Style	Harvstfr	3 Lb	6	23						
Chip Tortilla Yellow Round	Gransabr	2 Lb	6	40						
Chip Tortilla White Triangle	Gransabr	2 Lb	5	55						
Peach Sliced Irregular Xlt Syr	Kth/Home	#10 Can	6	27						
Pan Spray Butter Mist	Butterbd	17 Oz	6	26						
Cucumber 24 Ct	Packer	24 Ct	1	41						
Gravy Mix Peppered Whole	Pioneer	24 Oz	6	59						
Dough Biscuit Ez Split Wg	Richs	2.6 Oz	182	75						
French Toast Mini Chocolate 1w	Eggo	3.03 Oz	72	126						
Rice Krispie Treat Original Wg	Kelloggs	1.41 Oz	80	21						
Water Drinking Purified	Purelife	16.9 Oz	35	18						
Casserole Broccoli Rice Cheese	Rons	4.75 Lb	4	31						
Water Drinking Purified	Purelife	8 Oz	48	15						
Sausage Link Skin On Cooked	Fastnesy	1.6 Oz	100	284						
Chicken Breast Cutlet Brd Ckd	Brkbush	3.7 Oz	43	451						
Bagel Mini Stwbry Cream	Pillsbry	2.43 Oz	72	144						
Ice Cup Blue Raspberry Lemon	Sidekick	4.4 Oz	84	46						
Waffle Dutch 5 In Wg	Dutchwfl	2.85 Oz	48	108						
Bag Paper Groc Brn 6#	Duro	500 Ct	1	57						
Bean Refried Vegetarian	Santiago	6 Oz	6	18						
Cheese Sauce Ex Melt White	Landolak	5 Lb	6	40						
Pizza Crust 16 In Wg Prebaked	Richs	17 Oz	18	672						

Grocery Appendix D

[illegible]

Grocery Appendix D

Pickle Dill Spear Deli	Coolcrsp	5 Gal	1	22					
Pancake Buttermilk	Bakecraf	1.3 Oz	144	29					
Juice Orange Pnopl 100% 4 Oz	Suncup	4 Oz	72	206					
Juice Fruit Blend 100% Cup 4Oz	Suncup	4 Oz	72	259					
Mandarin Oranges Broken	Duchess	105 Oz	6	80					
Cookie Fortune Wg Iw	Greendra	1 Ct	400	22					
Cracker Goldfish Graham Giant	Pep Farm	0.9 Oz	300	36					
Ketchup Individual 9 Gram Pc	1906	9 Grm	1000	27					
Raisin Natural Seedless	Sunmaid	1.33 Oz	144	53					
Cereal Cup Lucky Charms	Genmills	2 Oz	60	52					
Cereal Cup Cocoa Puff	Cocopuff	2 Oz	60	48					
Cereal Cup Cinn Toast Crunch	Genmills	2 Oz	60	27					
Filling For Chicken Pot Pie	Rons	5 Lb	4	50					
Pasta Fettuccine 10 In	Bellacib	10 Lb	2	56					
French Toast Stick Cinn	Bakecraf	5 Lb	2	194					
Waffle Round	Bakecraf	1.3 Oz	144	43					
Sausage Ground Breakfast Tub	Kelley	5 Lb	2	69					
Craisin Watermelon	Oceanspr	1.6 Oz	200	78					
Beef Steak Finger Brd Ckd Cn	Advancep	532 Ct	1	79					
Ketchup Fancy 33% Solids	1906	#10 Can	6	49					
Cheese Parm Grated Style	Bellacib	5 Lb	2	20					
Dumpling Chicken & Veg 0.8 Oz	Chef One	40 Oz	8	15					
Pineapple Tidbit Natural Juice	Northest	#10 Can	6	81					
Peach Sliced In Juice	Northest	108 Oz	6	33					
Pear Diced In Juice	Liam	108 Oz	6	58					
Peach Diced In Juice	Liam	106 Oz	6	94					
Bag Plas 11X1X3.5 Clear	Command	500 Ct	1	44					
Bread Texas Toast Garlic Wg	Bakecraf	.3 Oz	120	41					
Cornbread Loaf Mini Wg	Bakecraf	2 Oz	140	66					
Pepper Bell Large Asst Color	Frsh/Kth	5 Lb	1	47					
Sausage & Pancake On Stick	J Dean	.5 Oz	60	134					
Cheese Cheddar Jack Shred	Gldhrvst	5 Lb	2	18					
Sausage Italian Mild Bulk Tub	Bellacib	5 Lb	2	52					
Cereal Blueberry Chex Cup	Chex	2 Oz	60	15					
Banana Sliced Iqf	Dole	30 Lb	1	39					
Fruit Cup Papaya Mango	Dole	4 Oz	36	84					
Fruit Cup Mango Diced	Dole	4 Oz	36	56					
Macaroni And Cheese	Mactruck	5 Lb	4	46					
Potato Roasted Petite Bakers	Flavrpac	2.5 Lb	6	99					
Applesauce Strawberry	Peterson	4.5 Oz	96	51					
Macaroni And Cheese Wg	Landolak	5 Lb	6	30					
Dough Cookie Red Velvet Wg	Readibak	1.85 Oz	192	36					
Croissant Sandwich Sliced Wg	Bakecraf	2.2 Oz	150	80					
Rice Brown Whole Grain	Bensorig	25 Lb	1	15					
Tortilla Wrap Herb Garlic 12In	Mex Orig	12 Ct	6	87					
Liner Trash 60 Gal Black	Inteplas	100 Ct	1	75					

Grocery Appendix D

Fruit Mix In Natural Juice	Nemcofd	#10 Can	6	45					
Dough Biscuit Cornbread	Pillsbry	2.2 Oz	120	56					
Donut Cake Glazed Choc Iw Wg	Bakecraf	3.2 Oz	72	31					
Cereal Cup Cheerios Honey	Cheerios	2 Oz	60	16					
Bagel Egg Turkey Sausage Wg	Tonys	2.83 Oz	96	15					
Dressing Ranch	Ottis	128 Oz	4	33					
Cutlery Spoon Bulk Mw	Victoria	1000 Ct	1	41					
Fruit Gel Cup Strawberry	Dole	4.3 Oz	36	85					
Fruit Gel Cup Orange	Dole	4.3 Oz	36	32					
Pudding Banana Rts	Ellingtn	#10 Can	6	32					
Pudding Chocolate Rts	Ellingtn	#10 Can	6	41					
Bread Garlic Toast Sliced	Bellacib	120 Ct	1	70					
Pizza Crust 16 In Extra Thin	Richs	9 Oz	40	20					
Ham Buffet Flat Supreme	Hornel	11 Lb	2	117					
Bread Knots Garlic 1.3 Oz	Wenner	1.3 Oz	192	15					
Bun Hamburger Wg White Fzn	Bimbo	12 Ct	8	145					
Bun Hot Dog Wg White Fzn	Bimbo	16 Ct	6	44					
Ice Cup Cherrymoji 100% Juice	Frootjoo	4.4 Oz	90	30					
Ice Cup Mango 100% Juice	Frootjoo	4.4 Oz	90	46					
Ice Cup Strawberry 100% Juice	Frootjoo	4.4 Oz	90	47					
Cheese Colby Jack Stick Iw	Landolak	1 Oz	168	121					
Pizza Breakfast Sausage Wg	Wildmike	2.79 Oz	144	19					
Roll Dinner Yeast	Schubert	1.3 Oz	120	37					
Egg Bite Bacon & Cheese Ckd	Abotsfrd	1.75 Oz	120	100					
Egg Bite Three Cheese Ckd	Abotsfrd	1.75 Oz	120	45					
Ice Cup Watermelon 100%	Frootjoo	4.4 Oz	90	33					
Potato Tater Tots Grade A	Ellingtn	5 Lb	6	47					
Cutlery Fork Bulk Hw	Imperdad	1000 Ct	1	27					
Tomato Grape	Packer	12 Ct	1	43					
Tomato Bulk Cafe	Packer	25 Lb	1	24					
Yogurt Vanilla Parfait Pro	Yoplait	4 Lb	6	43					
Yogurt Trix Raspberry Rainbow	Yoplait	4 Oz	48	80					
Fruit Mixed Iqf	Dole	5 Lb	2	29					
Strawberry Sliced 4-1	Mrkn/Fc	6.5 Lb	6	14					
Juice Apple 100% Carton	Ard Frm	4 Oz	70	18					
Juice Apple 100%	Ard Frm	4 Oz	96	223					
Juice Grape 100%	Ard Frm	4 Oz	96	28					
Juice Fruit Blend 100% Carton	Ard Frm	4 Oz	70	15					
Juice Apple Cherry 100%	Ard Frm	4 Oz	70	34					
Cauliflower Iqf	Mrkn/Fc	2 Lb	12	34					
Cauliflower Iqf	Mrkn/Fc	20 Lb	1	25					
Corn Cob Mini Super Sweet	Mrkn/Fc	96 Ct	1	118					
Corn Cut Fire Roasted	Roastwrk	20 Lb	1	27					
French Fries Ss 3/16 In	Megacrun	4.5 Lb	6	195					
Potato Wedge Yukon Gold &	Roastwrk	2.5 Lb	6	24					
Potato Puff Deep Fry Gem	Traditnl	5 Lb	6	38					

Grocery Appendix D

Potato Tater Tots	Ore Ida	5 Lb	6	58					
Potato Tri Tater	Traditnl	5 Lb	6	48					
Corn Dog Mini Wg Breading	Foster	5 Lb	2	131					
Corn Dog Chicken	Foster	4 Oz	72	24					
Corn Dog Turkey Wg Cn	St Fair	4 Oz	48	57					
Pizza Breakfast Turkey Saus Wg	Tonys	3.31 Oz	128	73					
Burrito Beef Bean & Cheese Wg	Fernando	5 Oz	60	66					
Burrito Beef Bean & Cheese	Fernando	4.75 Oz	72	14					
Egg Scrambled In Bag	Cryslak	5 Lb	6	38					
Egg Scrambled Patty Round	Papettis	1.5 Oz	120	76					
Egg Yolk Liquid	Papettis	2 Lb	15	16					
Egg Omelette W/Colby Chs	Papettis	2.1 Oz	144	77					
Breadstick Cheese Filled Cn	Bosco	3 Oz	108	18					
Croissant Sliced 2Oz Pinched	Pillsbry	2 Oz	64	38					
Roll Dinner Wheat Par-Baked	Schubert	1.5 Oz	120	112					
Roll Dinner Soft	Labaguet	1.75 Oz	50	78					
Bagel Plain Sliced	Sara Lee	2.3 Oz	72	20					
Biscuit Baked Ez Split Wg	Pillsbry	2 Oz	120	84					
Waffle Mini Blueberry Iw Wg	Pillsbry	2.47 Oz	72	54					
Pancake Wrap W/ Turkey Frank	Foster	2.85 Oz	56	39					
Pancake Buttermilk Whole Grain	Bakecraf	1.3 Oz	144	133					
Muffin Blueberry Iw Wg	Chef P	2 Oz	48	19					
Muffin Banana Iw Wg	Chef P	2 Oz	48	73					
Tortilla Whole Wheat 6 In	Rudys	24 Ct	12	29					
Tortilla Flour Pressed 6 Inch	Labander	24 Ct	12	14					
Tortilla Whole Wheat 8 In	Rudys	24 Ct	6	31					
Dough Cinnamon Roll	Richs	2.25 Oz	120	15					
Dough Cinnamon Roll	Pillsbry	3 Oz	100	185					
Strudel Frudel Cherry Iw	Pillsbry	2.29 Oz	72	61					
Strudel Frudel Apple Iw	Pillsbry	2.29 Oz	72	120					
Dough Cookie Choc Chip Rf Wg	Spunkmyr	1.5 Oz	240	62					
Roll Cinnamon Mini Iw Wg	Pillsbry	2.29 Oz	72	119					
Chicken Wing Oven Rstd	Tyson	5 Lb	3	63					
Chicken Breast Patty Slider	Brkbush	5 Lb	2	58					
Chicken Breast Diced Cooked	Brkbush	5 Lb	2	32					
Chicken Strip Breaded Ckd Wg	Brkbush	1.1 Oz	145	31					
Chicken Brst Chunk Tempura Fc	Brkbush	5 Lb	2	262					
Chicken Breast Patty Cn Wg	Tyson	3.07 Oz	52	65					
Chicken Breast Nugget Wg Ckd	Brkbush	0.8 Oz	200	412					
Chicken Patty Spicy Wg Cn	Tyson	3 Oz	150	14					
Chicken Popcorn Wg Cooked	Tyson	8.2 Lb	4	40					
Chicken Wing Roasted 6-9 Ct	Plathvst	5 Lb	2	158					
Chicken Wing Brd Cooked Mild	Plathvst	7.5 Lb	2	51					
Chicken Diced All White Cooked	Plathvst	5 Lb	2	104					
Turkey Ham Diced Smoked	Lndofrst	20 Lb	1	18					
Turkey Frank Cn 8/1 6 Inch	Briarstr	5 Lb	2	31					

Grocery Appendix D

Turkey Sliced Smoked .70 Oz	Ellingtn	2 Lb	6	92					
Meatball Charbroiled Cn	Advancep	0.5 Oz	320	38					
Bacon Slab Sliced 18/22 Ct	Cntrybrn	15 Lb	2	23					
Bacon Precooked Round 192 Ct	Fastnesy	192 Ct	1	53					
Frank All Meat 8/1	Farmland	2 Oz	80	64					
Frank All Meat 8/1 Cn Label	Baltpark	2 Oz	80	60					
Sausage Patty 2 Oz Cooked	Kth/Valy	2 Oz	96	25					
Sausage Patty 2 Oz	Jones	2 Oz	80	31					
Sausage Patty 2 Oz Cooked	Fastnesy	2 Oz	80	15					
Pork Steak Fritter 4/1 Breaded	Suprcrsp	4 Oz	40	63					
Bbq Pork Pulled No Sauce	Eddy	5 Lb	2	32					
Fruit Tropical In Fruit Juice	Dole	81 Oz	6	22					
Pear Diced 100% Juice	Dole	4 Oz	36	20					
Fruit Tropical Salad Light Syr	Dole	#10 Can	6	133					
Peach Diced 100% Juice	Dole	4 Oz	36	14					
Pineapple Tidbit Choice	Dole	#10 Can	6	15					
Fruit Mixed 100% Juice	Dole	4 Oz	36	48					
Bean Pinto Fancy	Allens	#10 Can	6	21					
Bean Chili	Bushbest	#10 Can	6	56					
Bean Black Seasoned	Santiago	26.9 Oz	6	14					
Potato Mashed Instant Real	Idahoan	26 Oz	12	50					
Potato Au Gratin Dehydrated	Idahoan	20.3 Oz	12	16					
Potato Au Gratin Dehydrated	Basic	2.25 Lb	6	46					
Tomato Sauce	Red Pack	#10 Can	6	14					
Rice Long Grain & Wild Seas	Producer	36 Oz	6	47					
Rice Spanish Seasoned	Producer	36 Oz	6	17					
Sauce Bbq Regular	Headctry	1 Gal	4	34					
Sauce Pizza Rtu Full Red	Fullred	#10 Can	6	205					
Sauce Alfredo Pouch	Landolak	64 Oz	6	33					
Sauce Spaghetti W/Ital Seas	Red Pack	#10 Can	6	87					
Cheese Sauce Mild Cheddar	Gehls	#10 Can	6	49					
Sauce Orange Zesty	Minors	0.5 Gal	4	20					
Salsa Mild Ready To Use	Red Gold	#10 Can	6	59					
Seasoning Taco Mix	Spicecls	9 Oz	6	53					
Seasoning Chili Mix No Msg	Lawrys	5.7 Oz	6	14					
Mayonnaise Heavy Duty Gf	Kth/Home	1 Gal	4	17					
Ketchup Pc Pouch 9 Gram	Hunts	9 Grm	1000	25					
Mustard Pc Pouch	Heinz	5.6 Grm	500	25					
Sauce Pc Bbq Bullseye	Bullseye	1 Oz	100	21					
Syrup Pc Cup	Madeira	1.5 Oz	100	137					
Honey Pc Pure Cup	Smuckers	0.5 Oz	200	20					
Chip Tortilla White Round Wg	Mission	2 Lb	6	23					
Chip Tortilla White Round	Mission	2 Lb	6	17					
Chip Tortilla White Triangle	Mission	2 Lb	6	71					
Chip Tortilla Round Yellow	Rudys	2 Lb	3	81					
Chip Potato Bbq Kc Masterpiece	Lays	1 Oz	104	49					

Grocery Appendix D

Chip Potato Reg Single Serve	Lays	1 Oz	104	149					
Chip Sunchip Original	Sunchips	1 Oz	104	15					
Chip Sunchip Cheddar	Sunchips	1 Oz	104	137					
Chip Cheeto Crunchy Hot Lss	Cheetos	2 Oz	64	38					
Chip Frito Corn Bulk	Fritos	1 Lb	8	22					
Chip Sunchip Garden Salsa	Sunchips	1 Oz	104	92					
Cheese Mozz Shred East Coast	Grande	5 Lb	6	304					
Cheese Ricotta Sopraffina	Grande	3 Lb	2	34					
Mousse Chocolate Chip Gf	Rons	5 Lb	1	72					
Cracker Graham Honey Maid	Honeymad	2 Ct	200	18					
Rice Krispie Treat	Kelloggs	0.78 Oz	96	31					
Cinnamon Ground	McCormick	18 Oz	1	15					
Onion Chopped	McCormick	3 Lb	1	18					
Bean Refried Dehydrated	Santiago	29.77 O	6	37					
Gravy Mix Turkey Roasted	Pioneer	11.3 Oz	6	16					
Cereal Bowl Lucky Charms	Genmills	1 Oz	96	16					
Cereal Bowl Cinnamon Toast Cr	Genmills	1 Oz	96	38					
Cereal Bowl Frosted Corn Flake	Ccflakes	1 Oz	96	16					
Cereal Bowl Berry Colossal	M O M	1 Oz	96	17					
Cereal Bowl Frosted Flakes	M O M	1 Oz	96	17					
Cup Plas Souffle 5.5 Oz Black	Dart	250 Ct	10	17					
Cutlery Fork Black Hw Bulk	Dixie	1000 Ct	1	17					
Tray School 5 Comp White	Genpak	125 Ct	4	31					
Bag Sandwich Foil 6X1.5X8	McNairn	1000 Ct	1	26					
Liner Pan Liftoff Grease Proof	Dixie	1000 Ct	1	64					
Bag Poly Bun Pan Freezer	Esstital	200 Ct	1	32					

Appendix E

FOOD SERVICE GROCERY PRIME VENDOR CONTRACT

This Agreement for goods and services (hereinafter referred to as “**Agreement**”) is entered into this ___ day of _____, 2025, by and between **Sedalia 200 School District** (hereinafter referred to as “**District**”), and _____ (hereinafter referred to as “**Vendor**”) (hereinafter collectively referred to as “**the Parties**”). In consideration of the covenants, promises, and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. VENDOR’S OBLIGATIONS

- A. **Products.** Vendor shall provide dairy (not fluid milk), dry goods, and frozen food products required for use in the day-to-day operations of the District’s Nutrition Products program (hereinafter referred to as “Products”) for District. The scope of the Products shall include the Products further described in Exhibit A, Products and Line-Item Pricing, which is attached hereto and incorporated herein by reference. Products shall not include fresh bakery products, equipment, produce, chemicals or paper.
- B. **Scope of Work.** The following terms and conditions apply to Vendor’s provision of the Products to the District:
 - i. **Attachments & Order of Precedence.** The District’s Request for Proposals for Food Service Grocery Prime Vendor (RFP 2025-FS-01) is attached hereto as Exhibit B and incorporated herein by reference. Vendor’s proposed Products and Line-Item Pricing is also attached hereto as Exhibit A. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Agreement, then Exhibit B, then Exhibit A. Regarding Exhibit A, to the extent that there is a discrepancy between the unit price and extended total for a Product, the lower of the two prices shall be applied.
 - ii. **Deliveries.** Vendor shall deliver Products to the locations provided in Exhibit C, which is attached hereto and incorporated herein by reference. Vendor shall deliver all individual orders invoiced by account to each location. Deliveries will be made weekly to each location. Orders will then be placed with mutually agreed upon lead times for the following delivery.
 - a. **Delivery Schedule.** Product deliveries shall begin July 1, 2025. Vendor and District will mutually agree to a delivery schedule. Vendor shall make deliveries according to that schedule, barring holidays or snow days, on dedicated trucks to the locations identified in Exhibit C. If any order to a location is delivered after 2:00 p.m., the Vendor will provide any overtime

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

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

- b. **Emergency Deliveries.** Vendor shall respond to emergency delivery requests as they arise due to circumstances beyond the District's control. The District shall endeavor to keep emergency delivery requests to a minimum.
- c. **Product/Delivery Standards.** Vendor shall adhere to HACCP standards, meaning, Products shall be maintained at appropriate holding temperatures throughout their staging, loading, transport, and delivery.
- d. **Delivery Location Preferences.** Vendor's delivery drivers shall deliver and off load all Products to the specified area(s) on the inside of each location's building. Vendor shall provide any/all equipment necessary to complete this process.
- e. **Signatures.** At the time of any delivery, a designated District employee shall sign the provided invoice once the order has been appropriately received and counted, unless the delivery is a key drop delivery.
- f. **Damaged Products.** The District has no obligation to accept damaged shipments and reserves the right to return at the Vendor's expense damaged merchandise even though the damage was not apparent or discovered until after the receipt of the items. When the merchandise is returned a credit will be issued. The vendor is responsible to notify the Purchasing Supervisor of any late or delayed shipments. The district reserves the right to cancel all or any part of an order if the shipment is not made as promised.
- g. **Delivery Failure.** If the Vendor fails to deliver an order in entirety, the Vendor will take corrective action either making a special delivery to the District or by arranging for delivery by another vendor. The Vendor shall assume any additional costs between the price of the originally ordered items and the price from the alternative vendor. At least a 99% average fill rate for deliveries is expected.
- h.
- iii. **Proprietary/Special Order Items.** The District defines a "proprietary item" as an item the District expects the supplier to purchase and stock. A "special order item" is an item requested for a one-time purchase. Vendor will purchase any special-order Product and ship to the relevant delivery location with the next scheduled delivery. Whenever possible the District will use a Product already stocked by Vendor, but reserves the right to request the Vendor add proprietary items to stock. The Vendor agrees to do so at the discretion of the District. The District will notify the supplier three (3) weeks in advance of the

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

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

Holly Ladd
Director of Food Service
2806 Matthew Drive
Sedalia, Missouri 65301
(660) 829-6475
laddh@sedalia200.org

Or his authorized designee.

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

2. **DISTRICT'S OBLIGATIONS**

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

3. **TERM AND COMPENSATION**

A. **Initial Term.** The initial term of this Agreement shall be from July 1, 2025 through June 30, 2027.

B. **Renewals.** The term of this Agreement is renewable annually upon the agreement of the Parties for two additional years beyond the initial term identified in this Section 3.A. The first renewable term shall be from July 1, 2027 to June 30, 2028. Second renewable term shall be from July 1, 2028 to June 30, 2029.

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

agreed upon in writing by the Parties.

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

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

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

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

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

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

- i. **Price Adjustment for Substitution.** If a Product substitution is necessary, the submitted products will be priced at the rate listed in Exhibit A for the Product, unless the cost of the substituted product is lower in which case, the lower price will apply.
- ii. **Miscellaneous/Extra Charges.** Vendor shall submit no extra, or miscellaneous charges, i.e.- storage charge for any items

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

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

4. TERMINATION.

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

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

5. INSURANCE

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

- B. **Public Liability and Property Damage Insurance.** Vendor shall take out and maintain during the life of this Agreement, such public liability and property damage insurance policies as shall protect them and any subcontractor providing Products to District under this Agreement from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The limits of such policies shall be no less than \$1,000,000 per incident and \$1,000,000 annually.
- C. **Worker's Compensation Insurance.** Vendor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance as required by law for all of their employees providing Products to District under this Agreement, and in case any work is sublet, Vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Vendor. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Worker's Compensation Statute, Vendor shall provide and shall cause each subcontractor to provide Employee's Liability Insurance for the protection of their employees not otherwise protected.
- D. **Bonds.** Vendor shall provide sufficient payment and performance bond to the District for the faithful performance of all measures included in the Contract.

6. SPECIAL CONDITIONS

- A. **Buy American Act Compliance.** All Products provided by Vendor shall be domestic commodities or products to the maximum extent practicable, as required under 7 CFR Part 210.21 (d). "Domestic commodity or product" means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. ("Substantially" means over 51% from American products. Therefore, over 51% of the final processed product, by weight or volume, must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume.)
- i. **Limited Exception/Alternatives.** Notwithstanding the foregoing, the Buy American Act provides very limited exceptions or alternatives to the requirements provided in this Section 6.A which may be approved upon request.
- Exceptions include:
- a. The necessary product is not produced or manufactured in the U.S in sufficient and reasonable available quantities of a

satisfactory quality; or

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

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

- a. Are there other domestic sources for this product?
- b. Is there a domestic product that could be easily substituted, if the non-domestic product is less expensive?
- c. Am I soliciting bids for this product at the best time of year? If I contracted earlier or later in the season, would prices and/or availability change?

To be considered for the alternative or exception, Vendor's request shall be submitted to the District in writing for prior approval by the District in advance of delivery. The request shall include:

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

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

B.

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

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

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

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

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

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

F. Training. Vendor shall provide initial system training to District personnel to ensure their understanding of the program and the procedures for ordering Products. Training is to be done by a qualified instructor(s) and shall provide for a predominantly "hands-on" type of instruction. The schedule of this initial training will be determined by mutual agreement of the Parties.

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

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

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

- I. Failed Deliveries.** If Vendor fails to deliver any District order in its entirety, Vendor will take prompt corrective action by either making a special delivery to the District or by arranging for delivery by another vendor. Vendor shall assume any additional costs between the price of the Products originally ordered by the District and the price from the alternative vendor.
- J. Selected Purchases.** The District reserves the right to make selected purchases with other vendors in a “special buy” situation, meaning if another vendor has a bulk pallet purchase with a lower case price than provided by Vendor, the District reserves the right to purchase the pallet at the lower price.
- K. Menu Support.** Vendor will work collaboratively with the District to supply the District with menu creation that meets all federal and state nutritional guidelines. Vendor will support the District with any menu information needed for state auditing purposes.
- L. Nutritional Information.** Vendor shall supply the District with printed copies of nutritional analysis as requested and for any new and/or substitution Products.
- M. Commodity Items.** Net Off Invoice items are included in the market basket per Exhibit A. These items must be carried by the Vendor subject to availability from manufacturer.
- N. Sanitation Requirements.** All of the Vendor’s facilities and delivery vehicles must conform to local, state, and federal rules and regulations regarding sanitation and are subject to inspection by District or other officials at the discretion of the District.
- O. Background Checks.** Vendor shall provide to District two types of background checks for employee or subcontract employee who may interact in unsupervised fashion with any District student. These two checks are: Missouri Child Abuse or Neglect/Criminal Record Check; and, Missouri State Highway Patrol Criminal Record Check.
 - i. Vendor will submit these required background checks to District within 14 days of execution of this Agreement. All background checks are required to be on file with District prior to Vendor providing Products to District. All background check documentation shall be delivered to District’s central office. District will notify Vendor of approved and unapproved background checks.
 - ii. It shall be the responsibility of Vendor to ensure all of its employees and subcontractors are in compliance with District access

security requirements.

- P. Compliance.** Vendor shall adhere to all of District's rules, regulations, policies, and procedures when engaged in the performance of this Agreement, including but not limited to Board Policies, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g) (FERPA), 45 CFR §§ 160 and 164 ("HIPAA Privacy Rule"), if applicable, Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act, and all civil rights laws as applicable.
- Q. Relationship of the Parties.** District and Vendor are acting herein as independent contractors and independent employers. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect. Vendor and any person employed by or conducting business with District shall not be a partner, employee, agent or joint venturer of District.
- R. E-Verify.** "Within 7 days of the execution of this Agreement, Vendor shall provide to District an affidavit of compliance with E-Verify rules including a notarized statement that Vendor has enrolled in and is currently participating in E-Verify or an equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA) and that Vendor does not knowingly employ any person who is an unauthorized alien in conjunction with the Products being provided under this Agreement.
- S. Anti-Discrimination Against Israel Act.** To the extent that § 34.600, RSMo. applies to this Agreement, Vendor hereby certifies pursuant to said statute that it is not currently engaged in and shall not for the duration of this Agreement engage in a boycott of goods or services from: the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or, persons or entities doing business in the State of Israel.
- T. Federal Compliance.** Vendor certifies that it and its principals are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.
- U. Other Federal Requirements.**
- i. Vendor must comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - ii. Vendor must comply with the Energy Policy and Conservation Act (42 U.S.C. 6201). Violations will be reported to the Federal awarding agency.

7. GENERAL PROVISIONS

- A. Entire Agreement – This Agreement contains the entire Agreement of the Parties, superseding all other representations, inducements, promises, or agreements between them, oral or otherwise, prior to or contemporaneous, pertaining to the Products called for under this Agreement.
- B. Non-Waiver – No failure of either party to exercise any power or right this Agreement gives or to insist upon compliance with any obligation under this Agreement, and no custom or practice of the Parties that varies from the terms of this Agreement shall waive either party's right to demand full compliance with this Agreement.
- C. Severability – In the event any court holds one or more clauses of this Agreement void or unenforceable, the Parties shall treat the clause or those clauses as separate and shall treat the remainder of this Agreement as valid and in full force and effect.
- D. Governing Law, Jurisdiction and Venue – This Agreement shall be governed and interpreted in all respects according to the laws of the State of Missouri. In the event either party must bring a legal or equitable action to enforce any of its rights under this Agreement, the venue for such actions shall be the Circuit Court of Jackson County, Missouri.
- E. Indemnification – Vendor shall defend, hold harmless and indemnify District, its governing Board, officers, agents, and employees from every claim, demand, loss and expense which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, caused by any negligent act or omission, or willful misconduct, of Vendor or any person, firm or corporation, employed by Vendor, including any subcontractors, in connection with Vendor's performance under this Agreement.
- F. Sovereign Immunity. Nothing in this Agreement shall constitute any waiver of District's sovereign immunity for lawsuits, pursuant to Missouri law, including, but not limited to Section 537.600 et seq., of the Missouri Revised Statutes.
- G. Assignment & Subcontracting – Vendor may not assign, subcontract, or transfer any of its rights burdens, duties, or obligations under this Agreement without the written consent of the District.
- H. Counterparts – This Agreement may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Agreement. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Agreement.

I. Fax Signatures – For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered an original signature, and the documents transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or telecopy document is to be re-executed in original form by the parties who executed the facsimile or telecopy document. No party may raise the use of a facsimile machine or telecopier or the fact that a signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement to this Agreement or any amendment or other document executed in compliance with this paragraph.

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

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

SEDALIA 200 SCHOOL DISTRICT

AWARDEE

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: Board President

PRINT TITLE: _____

ATTEST BY: _____

PRINT NAME: _____

PRINT TITLE: Board Secretary

Exhibit A
PRODUCTS AND LINE-ITEM PRICING

Exhibit B
DISTRICT'S RFP

Exhibit C
Delivery Locations

Sedalia 200 School District Addresses

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

SCHOOL LOCATIONS

Loftus Early Childhood Center 2004 Tiger Pride Blvd	Heber Hunt Elementary 600 S Warren
Horace Mann Elementary 100 W 16 th	Parkview Elementary 1902 S New York
Skyline Elementary 2505 W 32 nd Street	Washington Elementary 610 S Engineer
Sedalia Middle School 2205 S Ingram	Smith-Cotton Jr. High 312 E Broadway Blvd
Smith-Cotton High School 2010 Tiger Pride Blvd	