

**REQUEST FOR PROPOSALS  
FOR  
FOOD SUPPLY SERVICES**



**INSTANT IMPACT GLOBAL PREP CHARTER  
SCHOOL**

319 US-61 South  
Natchez Mississippi 39120

**Attention: Jasmine Ellis, Chief Financial Officer**

319 US-61 South  
Natchez Mississippi 39120

Phone: (601)597-5226

Email: [j.ellis@instantimpactes.org](mailto:j.ellis@instantimpactes.org)

Issued: June 1, 2023

Due by: June 9, 2023

## **SELECTION TIMELINE**

Issuance of RFP	June 1, 2023
Due date for proposals	June 9, 2023, 1:00 pm
Q&A Interest Meeting	June 6, 2023, 3:00 pm
Opening of Proposals	June, 2023, 5:00 pm
School Board's Approval of Contract	June 27, 2023, 5:00 pm
Implementation of Contract	July 1, 2023
Food Service Commences:	August 7, 2023

**The envelope containing your proposal must be marked as follows:**

SEALED PROPOSAL ENCLOSED  
FOOD SUPPLY SERVICES  
CONTRACTOR'S NAME  
CONTRACTOR'S ADDRESS  
CONTRACTOR'S TELEPHONE NUMBER

**The envelope must also be addressed and delivered as follows:**

INSTANT IMPACT GLOBAL PREP CHARTER SCHOOL  
Jasmine Ellis, Chief Financial Officer  
319 Highway 61 South  
Natchez, MS 39120  
Email: [j.ellis@instantimpactes.org](mailto:j.ellis@instantimpactes.org)

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## **Introduction**

Instant Impact Global Prep School (IIGPS) will be accepting proposals from qualified firms for the procurement and distribution of food and non-food supplies for use in school meal programs. All products are required to meet the demands of student preferences and meet or exceed the nutrition requirements of the United States Department of Agriculture (USDA) Meal Pattern Requirements and Nutrition Standards. The products will be delivered to Instant Impact Global Prep School, 319 US Highway 61 South, Natchez, MS 39120, daily while school is in session.

Specifications as written, meet all entity's admissible specified requirements. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or approved equal" if not inserted shall be implied. The Instant Impact Global Prep School reserves the right to make final decisions on comparable items as approved equals. Items delivered must be the exact brand and model as reviewed and awarded, unless otherwise clearly disclosed on the proposal submission.

## **Background**

Instant Impact Global Prep School has an enrollment of approximately 150 students, kindergarten through second grade and approximately 22 staff. The average daily meal participation is approximately 175 breakfasts, 175 lunches, along with miscellaneous snacks. The Charter School annual anticipated expenditure for the services requested is **\$000.000.00.**

## **Project Objective**

The Request For Proposal (RFP) is for the purpose of entering into an agreement with a food service vendor who can supply all the products outlined within the RFP. It is the intent of IIGP that the Vendor would be the primary vendor of food and food service-related request supplies for school food and nutrition operations for the period specified. The Vendor must reciprocally agree to provide a comprehensive product line to meet the total requirements of IIGP and minimize the occurrences when IIGP may have to seek other interim product sources. The determination shall be based on the IIGP School's evaluation of submitted proposals.

The goal is to craft a purchasing agreement to address IIGP needs for food and non-food supplies. IIGP is seeking a partner with experience, industry knowledge, financial stability, whose technology will be kept up-to-date and who will sustain and provide effective customer service.

In addition to the pricing included in this RFP, IIGP and the awarded Vendor will utilize mutually agreed upon price adjustments based upon industry standards and best business practices thereby allowing both parties to control costs.

The awarded Vendor will be responsible for:

- Offering services described herein at a fixed price per case for delivered product
- Competitively bidding products on behalf of IIGP using IIGP specifications and distributions/delivery of those products
- Delivering daily to a single location/site within specified time frame
- Delivering supplies and emergency products as needed

IIGP intent is to provide the Vendor accurate, timely forecasting and fulfill purchase of forecasted volumes. It is expected that the awarded Vendor will work in good faith with the IIGP in all efforts related to cost savings. It is recognized that, in the food supply chain process, economics of scale are not the only cost opportunities that may arise. IIGP is interested in partnering with a Vendor who may introduce other cost savings concepts that will be to the benefit of all parties.

Food-safety and availability will be paramount. The selected Vendor will be expected to warrant food-safety and product-availability, assuming all risk of ensuring those two key aspects of food-provision. IIGP expectations are that the Vendor selected shall already have in place systems to maintain a high-quality program for warehousing and distribution. The Vendor must assure that: first-in, first-out inventory principles are used; an HACCP (Hazard Analysis Critical Control Point) system is in place; a Cold Chain Management System is in place; product shelf life is monitored, products are free of damage; correct products and quantities are “picked” and delivered on the correct day and time; the correct price is charged, product discrepancies and complaints are resolved and corrective action is initiated; customer satisfaction is monitored; vendor/FDA-initiated food recalls are promptly reported, and salvaged products are not delivered.

### **Scope of Services**

The awarded Vendor will charge IIGP a fixed price. This fee to IIGP will include all costs that are associated with the contract. The awarded Vendor will use IIGP product specifications to solicit competitive bids from manufacturers for the purchase of food and non-food items as required by IIGP. When these products have been awarded and approved by IIGP, the Vendor will order, receive, and store the products and distribute these products as directed by IIGP.

It is anticipated the primary vendor will receive no less than 90% of total food service program purchases. The school agrees to use the designated contract vendor as an exclusive source for the various items and services as listed, as well as for comparable substitutes and additional items. The only anticipated exceptions might be in time of emergency or for products that the vendor is unable or unwilling to obtain. The designated vendor reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when IIGP may have to seek other interim product sources. Failure to deliver 100% of the items on this list, within 48 hours, may be considered default. In case of default by the successful Submitter, IIGP after due notice (oral or written) may

procure the necessary supplies from other sources. Multiple instances of default may result in cancellation of the contract and removal from future RFP opportunities.

Any award made as a result of this solicitation, may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by the vendor.

IIGP will work with the awarded Vendor in order to acquire the best product at the best cost. The Vendor will lend their experience and expertise to purchase the product requested. Purchases shall be made in the most cost effective manner. The vendor must award their bid to the lowest cost per equal increment of products that meets or exceeds the specifications, terms and conditions. Failure to offer the lowest best price on all products may result in termination of the contract.

1. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

2. The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

3. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

4. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

5. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Prohibited expenditure. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

The Vendor shall inform IIGP immediately of any market changes concerning supply and demand that may affect pricing and/or distribution and advise IIGP as such in order to make the most economical decisions for the school.

While procuring and researching products, the Vendor is required to respond promptly to problems with products, delivery, or transaction documentation, provide timely and accurate cost and usage reports, and perform all contractual requirements in a manner consistent with the best interests of the school.

## **Products**

IIGP requires that the Vendor have an effective quality/control assurance program in place with well established procedures that are followed to ensure a quality food and supply program. IIGP reserves the right to determine product selections for the school program. As IIGP's product selection requirements change, it may be necessary for the school to require a change in product selections or packaging.

IIGP's expectation is that all food and supplies be readily available. The Vendor shall stock specified and preapproved products after contract award. Before the Vendor can make stock changes to the approved list, a review of those changes must be presented to IIGP. All products shall be pre approved by IIGP after contract award and samples may be required to make that determination. IIGP also reserves the right to order any other food and food-related product from the Vendor that is not included in the stock and pre-approved product listing.

The Vendor will be responsible to avoid overstocking and use IIGP's projections and forecasts as an ordering guide. IIGP shall not be limited to the estimated usage figures. The quantities for each item are estimates based on current usage figures for a similar time period. It is understood and agreed that the IIGP reserves the right to increase or decrease quantities, or modify conditions and/or specifications with notice.

Bid pricing on new items may be requested at any time throughout the contract period.

Upon request, the Vendor shall make available to the IIGP expanded product information to include, but not limited to, manufacturer name, manufacturer product code number, general description of the product, portion or serving size, number of portions per case, whether delivered frozen, refrigerated, or shelf stable, storage temperature, shelf life of the product, preparation and cooking information, serving suggestions, nutritional information, whole grain formulation information, ingredients as per the product label, including any allergy designations, (e.g., peanuts, tree nuts, fish, shellfish, eggs, milk, wheat, and soy); portion size in grams, calories in Kcal per portion, total fat, trans fat, saturated fat, sodium, fiber and meal component equivalents (for child nutrition items), percentage of whole grains or grain components, protein, and carbohydrate content in grams per portion, product valuation statements, product formulation statements, product fact sheets and a manufacturer contact telephone number and email address for additional information of needed.

All products shall conform to the minimum requirements of Federal and State regulations. Those requirements shall include but not be limited to weights, measures, full containers, drained weights, and contamination.

All products conform to standard guarantee requirements with respect to HACCP safety standards, and the vendor by his signature, agrees to hold the buyer harmless in the event of product failures. If a product recall is instituted on an item that has been furnished and delivered to IIGP, the contractor will immediately notify both verbally and in writing with all pertinent information of recall. Contractor will be responsible for all costs associated with the replacement product, shipping charges, and/or product credit. IIGP will make the final decision whether the product needs to be credited or replaced.

All products should arrive in an unopened original container.

Perishable products (including, but not limited to yogurt and juice) shall have a minimum of a two week shelf life from date of delivery.

### **Ordering**

It is anticipated that orders will be placed weekly while school is in session. Ordering shall be done via face-to face conversation or telephone conversation with a dedicated sales representative. The Vendor shall make available to the IIGP a secure web-based system, at no charge to the Charter School, to assist with researching products, verifying purchases, and tracking orders.

### **Reports**

The Vendor shall be able to provide, upon request, a full range of reports reflecting IIGP's account. The reports need to be provided electronically via e-mail in Microsoft Excel format, or in text or comma-delimited format that can easily be imported into Excel.

Vendors must submit a detailed bid document of all proposed items with full item description, pack size, and stock numbers with proposal.

Usage reports, which report item sales and totals for IIGP, shall be supplied upon request.

A detailed invoice shall be provided with each delivery, clearly identifying product description, quantity, unit price, and extended price for all products purchased and delivered. Invoices must also detail any credits due to the IIGP for rebates, discounts, returned items, etc.



### **Item Shortages and/or Substitutions**

The Vendor shall accommodate all orders. To assure provision of service excellence to our customers, the Vendor shall provide all products as selected by IIGP at a fill rate of 90%. Vendors must have items stocked and available to fill orders beginning August 1, for the school year. Manufacturer's brand and product code number awarded must be the brand and product code number delivered unless otherwise disclosed on the Vendor's submission.

Approved substitutions will be calculated as shortages. IIGP shall work closely with the Vendor by providing menus, forecasted usage, and/or any other information pertaining to its ongoing and changing needs to help keep shortages to a minimum.

IIGP must be notified prior to delivery of any shortages that will occur either through the on-line order system confirmation or other form of communication. The Vendor will have a designated contact for weekly monitoring of substitutions and/or shortages. Substitutions may be made only upon prior approval of IIGP's Department of Nutrition Services. The decision on substitutions will be made by the IIGP, based on cost, intended use for the menu, and customer acceptance.

Substituted products must be equal to or superior to the item bid and shipped at no more than the original item cost. If the substituted item cost is less than the original item cost, the lower cost shall prevail. Excessive shortages may be because of termination of the Contract with the Vendor, and may result in default.

### **Deliveries**

Prices quoted shall be for delivery to Instant Impact Global Prep, 319 US Highway 61 South, Natchez, MS 39120. Deliveries shall be ordered in full-case quantities whenever possible.

IIGP operations require deliveries on Wednesday, with a delivery window between 6:00 a.m. and 12:00 p.m. Additional deliveries may be required. This schedule shall remain constant from week to week. All deliveries must be completed by 10:15 a.m. to avoid lunch meal service. When holidays or closed days fall on a scheduled delivery day, deliveries shall be made on the next school day unless otherwise instructed by IIGP school officials. Whether or not the Vendor can fulfill this obligation must be certified on the Vendor's submission. If the Vendor is unable to fulfill this obligation, the Vendor must clearly identify a proposed delivery day and delivery window.

If delivery is delayed, IIGP's Food Service Director must be notified as soon as possible. Delayed is defined as more than one (1) hour past the delivery window.

Whenever a Vendor's place of business, mode of delivery, or source of supply has been disrupted by strike, act of God, or any other disruption beyond the Vendor's control, it shall be the Vendor's responsibility to promptly notify IIGP.

All the Vendor's facilities and delivery vehicles shall conform to local, state, and federal rules and regulations regarding safety and sanitation, and are subject to inspection by IIGP and other officials at the discretion of IIGP. Products shall be maintained at proper temperatures throughout the supply chain when received by IIGP. Deliveries must be made in dual or tri-compartment refrigerated trucks to adequately protect frozen, dry, chilled, and special care products in accordance with packer's recommendations. The Vendor shall make all deliveries in such a manner that will reduce shifting cases on the delivery truck, and thereby, minimize crushed or damaged cases/products. Signage with the Vendor's name shall be prominently displayed on delivery vehicles the Vendor utilizes to conduct business on the IIGP campus.

Drivers and helpers shall deliver merchandise into designated storage areas (dry, chilled and frozen) accompanied by a designated school employee. All shipments are subject to inspection and approval upon arrival at IIGP. The Charter School reserves the right to refuse delivery of any product(s) which may be evidence of improper storage, sanitation practices, or other damage(s). Multiple occurrences may result in the cancellation of the purchasing agreement..

All Vendor employees (i.e. service personnel, management representative, etc.), shall conduct business with IIGP personnel in a competent, courteous, and professional manner. IIGP shall notify the Vendor of any chronic problems with delivery personnel. IIGP reserves the right to require a change in service or management representation if the conduct by the Vendor's personnel, in the opinion of IIGP, is unprofessional.

All Vendor employees shall bear and be able to present proper identification upon request. The Vendor's delivery personnel shall be well groomed, and at all times, wearing a Vendor uniform that denotes the Vendor and employee's name. Delivery personnel shall not smoke or use tobacco on school campuses and must not remain on school property for scheduled break periods. Delivery personnel will be required to follow all security protocols established by the School.

The Vendor will be responsible for damage (other than normal wear and tear) to buildings, poles, walls, and docks.

The expectation is that the Vendor guarantees delivery on the days designated. If the Vendor fails to deliver an order, IIGP will be notified immediately in order to make corrective actions, such as making a special delivery to IIGP, arranging for delivery by an alternate vendor, or by making other satisfactory arrangements. The Vendor shall be responsible for any cost difference between the price of the originally ordered products and those of an alternate vendor, should the Vendor be unable to resolve any delivery issues internally.

## **Food Safety and Recalls**

Ensuring the safety of the food supply is critical to IIGP. Manufacturers and vendors are expected to comply with all federal, state, and local laws and regulations regarding recalls. The Vendor shall have a process in place to effectively respond to a product recall which should include the following objectives:

1. Provide accurate and timely communication to IIGP regarding a recall.
2. Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
3. Streamline the process for reimbursement for recalled products.

## **Billing**

A detailed invoice shall be provided with each delivery, clearly identifying product description, quantity, unit price, and extended price for all products purchased and delivered. Invoices must also detail any credits due to IIGP for rebates, discounts, returned items, etc.

Credits for incorrectly priced items or returned product should be issued within 30 days and must be accompanied by printed documentation.

Payment terms are net thirty (30) for all IIGP School vendors. There are no exceptions.

## **Sales Tax Exempt**

IIGP is exempt from Mississippi Sales Tax. A Sales Tax Exemption Certificate will be provided to the successful bidder.

## **Submitter Qualifications**

Before any RFP can be accepted, a submitter must be deemed qualified in the judgment of IIGP School officials to perform as required herein. A RFP may be rejected if a submitter fails to meet any of the following qualifications:

1. Accounting Practices: Successful submitters must clearly demonstrate to IIGP School officials the capability to provide accurate, reliable and timely reports, in terms of invoices, statements, rebates, credits and utilization reports.
2. Capacity: A submitter must clearly demonstrate they have the capacity, physically and financially, to supply items to all delivery sites in economical quantities as required.
3. Technical Support: The submitter must be able to support IIGP School with technology support as requested.

4. Facilities and Equipment: Contractors must have adequate warehouses for supplying contract products. Conditions for storing chilled and frozen products must be as recommended by the Refrigeration Research Foundation. Delivery temperatures of frozen and chilled food shall be in accord with Association of Food and Drug Officials (AFDOS) Code as recommended by the Food and Drug Administration.

5. Product Line: It must be clearly evident to IIGP School officials that the submitter is capable of delivering promptly all items on the bid list and acquiring, on short notice, any peripheral items which might be required.

6. Reliability: A successful submitter must have a proven record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A vendor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the seller and IIGP School.

7. Sanitation Requirements: Contractors' facilities may be routinely inspected by an IIGP School representative. Facilities and operating practices must be continuously in compliance with the U.S. Food, Drug, and Cosmetic Act and State and local laws and regulations.

8. Reports: The vendor will have the capability to provide aggregate reports upon request from IIGP School to include dollar volume for a specific period month, usage figures for a specific brand for tracking rebates, descending dollar reports, and monthly performance reports.

9. Sales Account Representative: The successful Submitter will provide an account representative assigned to IIGP School to assist with school needs as they may arise.

10. Work Stoppages: The Submitter guarantees delivery to the IIGP regardless of any organized work stoppages.

### **Proposal**

Provide the IIGP with bid pricing on the Prime Vendor Bid Workbook provided by the school, along with all other documentation required in this RFP. Submit one copy by e-mail or U.S. Mail by the submission deadline identified in this RFP.

### **Supplemental Materials**

Vendors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the vendor wishes to include as a condition of the proposal, must also be in the returned RFP package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

## **Evaluation**

In evaluating any aspect of the Proposal, IIGP may consider previous dealings with the Vendor, references from the Vendor's customers, inspections of other Supplies or Services provided by the Vendor, and any other information IIGPI obtains regarding the Vendor, or that IIGP deems relevant. Only proposals that meet the requirements contained in this RFP will be evaluated on the following criteria:

● Criteria Possible Points Price Evaluation	30
● Commitment to Provide Wednesday Deliveries	20
● Commitment to Delivery Window of 6:00 a.m. through 10:00 a.m.	20
● Lowest Number of "No Bid" or "Special Order" Items	20
● Face-to-Face Weekly Ordering with Dedicated Sales Representative	10
● Total Points	100

The Evaluation Committee shall determine if interviews are necessary.

## **Negotiation**

IIGP reserves the right to award a contract based on the initial Responses received, without engaging in discussions or negotiations. Accordingly, a Vendor should submit its initial RFP on the most favorable terms possible to IIGP. However, should only one RFP be received by IIGP, the school may, but is not obligated to, conduct negotiations with this vendor whose response, in the opinion of IIGP, is competitive or may best meet the needs of the school.

IIGP may, but is not obligated to, seek clarification of a Response submitted by a Vendor.

If IIGP chooses to negotiate, negotiation may involve any issue bearing on the response and may take place after submission of a response and before an award is made. IIGP reserves the right to follow negotiations with a request for submission of a best and final response.

## **Forecasting**

IIGP is committed to providing accurate, timely forecasts to awarded manufacturers and vendors to help guarantee a continuous supply of products. IIGP utilizes point of service software to track actual items selected by students. This increases the accuracy of menu projections and helps enable tracking against projections. Vendors are required to bid and deliver all items listed, as well as items which may be added later. Any questions concerning a vendor's capability to bid or deliver an item must be raised prior to RFP opening.

Quantities given herein are believed to be correct estimates. IIGP will advise vendor(s) of any volume increases or decreases as often as possible when these increases or decreases occur to insure a smooth flow of product and to assist in eliminating delivery shortages or vendor overstocks.

## **Award of Purchasing Agreement**

After the RFPs have been opened and duly considered, the lowest and/or best RFP shall be submitted to IIGP School Board of Trustees for formal approval. The successful Submitter/Respondent/Vendor will be notified in writing. This will constitute IIGP official award of the RFP. It is anticipated that this will occur on or before June 28, 2023. Vendors with standardized contracts should submit them with the RFP Response.

After the opening, the proposal will be checked against the mandatory requirements of the proposal to assure compliance. These submittal requirements are obligatory, and failure to fully comply may deem the proposal unresponsive.

1. The ability of vendors to provide nutrition and allergen information on prepared items on request; PDF file preferred.
2. Accurate calculation and extension of bid prices.
3. Ability to track the usage of items eligible for manufacturer's rebates.
4. If a vendor is quoting an item that is different than the item being specified or is considered an "alternate", this must be noted on the item as quoted in the submission and a completed Vendor Bid Workbook for Alternates be included with the submission.
5. If a vendor is quoting an item that is considered "special order", this must be noted on the item as quoted.
6. IIGP will evaluate each vendor's proposal to assure consistency between the various sections.

## **Standard Conditions**

This purchasing agreement shall be governed in all respects - as to validity, construction, capacity, performance, or otherwise - by the laws of Mississippi. Instant Impact Global Prep reserves the right to terminate this purchasing agreement for any reason. IIGP shall provide the Vendor with 30 days written notice of termination.

Contractors providing services under the Request For Proposal herewith assure the school they are conforming to the provisions of the Civil Rights Act of 1964 as amended.

Deliveries against this contract must be free of fuel surcharge, excise, transportation, and sales taxes, except when such a tax is part of a price and IIGP is not exempt from such levies. IIGP will not pay a separate delivery fee.

Modifications, additions, or changes to the terms and conditions of this Request For Proposal may be a cause for rejection of a RFP. Submitters are requested to submit all RFPs on the official form provided.

The Vendor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and

character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof.

RFP submissions should include, at minimum:

1. Completed and signed Summary & Certification Form

### Summary & Certification Form

Vendor Name: \_\_\_\_\_ EIN: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZipCode: \_\_\_\_\_

Name of Signing Official: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

#### References (2)

Company #1: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Company #2: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

#### Certifications

Please check the appropriate boxes below to attest to each:

- We agree to the terms, conditions and requirements contained in this Request For Proposal.
- All proposed products conform to the minimum requirements of Federal and State regulations.
- We certify the ability to make online ordering, tracking and reporting available.
- Instant Impact Global Prep will be assigned a dedicated sales representative to assist with product identification, ordering, and resolution of any service issues that may arise.
- We are able to firmly commit to making deliveries to Instant Impact Global Prep School on Wednesday, of each week between the hours of 6:00 a.m. and 10:00 a.m.

If unable to commit to this delivery window, what day or time frame can you firmly commit to for weekly deliveries: \_\_\_\_\_, between \_\_\_\_\_ and \_\_\_\_\_.



We certify that our company has a process in place to comply with all federal, state, and local laws and regulations regarding recalls, and to effectively respond to a product recall including notification to IIGPI.

Agree to maintain appropriate insurance coverage as detailed in this Request For Proposal, and name Instant Impact Global Prep as an “additional insured” on General Liability Policy.

Payment terms of net thirty (30) for all invoices.

**Attestation**

Having carefully examined the Request For Proposal, proposal terms and conditions, specifications and the proposal forms, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this proposal document.

I certify that the products included in this submission are guaranteed to meet or exceed specifications contained in this proposal.

The undersigned affirms that they are duly authorized to execute this agreement, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposal Respondent, and that the contents of this RFP as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Individual (Please Print)

\_\_\_\_\_  
Title/Position

**Mississippi Department of Education  
Office of Child Nutrition  
RFP/Contract Checklist**

School Food Authority: \_\_\_\_\_

Food Service Management Company: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Initial Contract       Renewal       1<sup>st</sup>    2<sup>nd</sup>    3<sup>rd</sup>    4<sup>th</sup>

Fixed Price       Cost Reimbursable

Effective Dates: \_\_\_\_\_ - \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

**7 CFR §210.16 – Food Service Management Companies**

**General.** Any SFA (including a State Agency acting in the capacity of an SFA) may contract with a FSMC to manage its foodservice operation in one or more of its schools. However, no school or SFA may contract with a FSMC to operate an a la carte food service unless the company agrees to offer free, reduced-price, and paid reimbursable lunches to all eligible children. Any school food authority that employs a FSMC in the operation of its nonprofit school food service shall:

	Contract Page#	Requirement
<input type="checkbox"/>		Adhere to the procurement standards specified in 7 CFR §210.21 and 2 CFR §200 when contracting with the FSMC;
<input type="checkbox"/>		Ensure that the food service operation is in conformance with the school food authority's agreement under the Program;
<input type="checkbox"/>		Monitor the foodservice operation through periodic onsite visits;
<input type="checkbox"/>		Retain control of the quality, extent, and general nature of its food service, and the prices to be charged the children for meals;

<input type="checkbox"/>		Retain signature authority on the State agency- SFA agreement, free and reduced- price policy statement and claims;
<input type="checkbox"/>		Ensure that all federal USDA Foods received by the SFA and made available to the FSMC accrue only to the benefit of the SFAs nonprofit school food service and are fully utilized therein;
<input type="checkbox"/>		Maintain applicable health certification and assure that all state and local regulations are being met by a FSMC preparing or serving meals at a SFA facility;
<input type="checkbox"/>		Establish an advisory board composed of parents, teachers, and students to assist in menu planning;
<input type="checkbox"/>		Obtain written approval of invitations for bids and requests for proposals before their issuance when required by the state agency. The SFA must incorporate all state agency required changes to its solicitation documents before issuing those documents;
<input type="checkbox"/>		Ensure that the State agency has reviewed and approved the contract terms and that the SFA has incorporated all State agency requirements into the contract before any contract or amendment to an existing FSMC contract is executed. Any changes made by the SFA or a FSMC to a State agency pre-approved prototype contract or state agency-approved contract term must be approved in writing by the State agency before the contract is executed.
<input type="checkbox"/>		Ensure that the FSMC implements the professional hiring and training standards for school food service personnel (7 CFR &210 and &235).
<input type="checkbox"/>		Ensure that food and beverage service for all a la carte beverage and food items meet the competitive food nutritional standards (7 CFR &210).

**Invitation to bid.** In addition to adhering to the procurement standards under 7 CFR §210.21 and 2 CFR §200, SFAs contracting with FSMCs shall ensure that:

	Contract Page#	Requirement
<input type="checkbox"/>		The invitation for bids or request for proposals contains a 21-day cycle menu developed in accordance with the provisions of 7 CFR §210.10, to be used as a standard for the purpose of basing bids or estimating the average cost per meal. A SFA with no capability to prepare a cycle menu may, with State agency approval, require that each FSMC include a 21-day cycle menu, developed in accordance with the provisions of 7 CFR §210.10, with its bid or proposal. The FSMC must adhere to the cycle for the first 21 days of meal service. Changes thereafter may be made with the approval of the SFA.

<input type="checkbox"/>		Any invitation to bid or request for proposals indicates that nonperformance subjects the FSMC to specified sanctions in instances where the FSMC violates or breaches contract terms. The SFA shall indicate these sanctions in accordance with the procurement provisions stated in 7 CFR §210.21 and 2 CFR §200.
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**Contracts.** Contracts that permit all income and expenses to accrue to the FSMC and "cost-plus-a- percentage-of-cost" and "cost-plus-a-percentage-of-income" contracts are prohibited.

	Contract Page#	Requirement
<input type="checkbox"/>		Contractual agreements with FSMCs shall include provisions that ensure that the requirements of this section are met.

Additionally, all agreements shall also include the following:

	Contract Page#	Requirement
<input type="checkbox"/>		The FSMC shall maintain such records as the SFA will need to support its Claim for Reimbursement under this part, and shall, at a minimum, report claim information to the SFA promptly at the end of each month. Such records shall be made available to the SFA, upon request, and shall be retained in accordance with 7 CFR §210.23(c).
<input type="checkbox"/>		The FSMC shall have State or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract (7 CFR §210.16(c)(2).
<input type="checkbox"/>		No payment is to be made for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component specified in 7 CFR §210.10, or do not otherwise meet the requirements of the contract. Specifications shall cover items such as grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time.
<input type="checkbox"/>		Buy American Provision. 7 CFR §210.21(d) The SFA shall require the FSMC, to the maximum extent practicable, to purchase domestic commodities and products.

**Duration of contract.** The contract between a SFA and FSMC shall be of a duration of no longer than 1 year and options for the yearly renewal of a contract may not exceed 4 additional years.

	Contract Page#	Requirement
<input type="checkbox"/>		All contracts shall include a termination clause whereby either party may cancel for cause with 60-day notification.

### 7 CFR §210.21(f) – Cost Reimbursable Contracts

**Required provisions.** The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

	Contract Page#	Requirement
<input type="checkbox"/>		Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
<input type="checkbox"/>		The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
<input type="checkbox"/>		The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
<input type="checkbox"/>		The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
<input type="checkbox"/>		The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
<input type="checkbox"/>		The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
<input type="checkbox"/>		The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.
<input type="checkbox"/>		Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

## 7 CFR §250 – Donation of Foods for Use in the US

**Contract Provisions.** Required contract provisions in fixed-price and cost-reimbursable contracts. The following provisions relating to the use of USDA Foods must be included, as applicable, in a recipient agency's fixed-price contract with a FSMC. Such provisions must also be included in procurement documents. The required provisions are:

	Contract Page#	Requirement
<input type="checkbox"/>		A statement that the FSMC must credit the recipient agency for the value of all USDA Foods received for use in the recipient agency's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR §250.51(a) and 7 CFR §250.52(c);
<input type="checkbox"/>		The method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all USDA foods has been credited 7 CFR §250.51(a) and 7 CFR §250.52(c);
<input type="checkbox"/>		The method of determining the USDA food values to be used in crediting, in accordance with 7 CFR §250.51(c), or the actual USDA food values;
<input type="checkbox"/>		Any activities relating to USDA foods that the FSMC will be responsible for, in accordance with 7 CFR §210.16 and 7 CFR §250.50(d), and assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR §250;
<input type="checkbox"/>		A statement that the FSMC will use all donated ground beef and ground pork products, and all processed end products, in the recipient agency's food service (7 CFR §250.52(c); 7 CFR §250.53(a)(5);
<input type="checkbox"/>		A statement that the FSMC will use all other USDA foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA foods, in the recipient agency's food service (7 CFR §250.51(a);
<input type="checkbox"/>		Assurance that the procurement of processed end products on behalf of the recipient agency, as applicable, will ensure compliance with the requirements in 7 CFR §210.16 and 7 CFR §250(d) and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the recipient agency for the value of USDA foods contained in such end products at the processing agreement value;
<input type="checkbox"/>		Assurance that the FSMC will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR §250(d); 7 CFR §250.53(a)(8);

<input type="checkbox"/>		Assurance that the FSMC will comply with the storage and inventory requirements for USDA foods 7 CFR §210.16 and 7 CFR §250.50(d);
<input type="checkbox"/>		A statement that the distributing agency, sub-distributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the FSMC's foodservice operation, including the review of records, to ensure compliance with requirements for the management and use of USDA foods. 7 CFR §210.9(b)(17), 2 CFR §200.333, and 2 CFR §200.318(b);
<input type="checkbox"/>		A statement that the FSMC will maintain records to document its compliance with requirements relating to USDA foods, in accordance with 7 CFR §250.54(b); and
<input type="checkbox"/>		A statement that extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to USDA Foods (7 CFR §250.33(a)(12)).
<input type="checkbox"/>		A statement that the food service management company will ensure that its system of inventory management will not result in the recipient agency being charged for donated foods (7 CFR §250.33(b) <b>Required provision for cost-reimbursable contracts</b> ).

**Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

	Contract Page#	Requirement
<input type="checkbox"/>		Simplified Acquisition Threshold. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
<input type="checkbox"/>		Termination for Cause. All contracts in excess of \$10,000 must address termination for cause and convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
<input type="checkbox"/>		Equal Employment Opportunity (41 CFR, Chapter 60. Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60)). Construction solicitations/contracts using federal funds; prohibit hiring practices that do not provide an equal opportunity for all persons without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

<input type="checkbox"/>		Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). Construction solicitations/contracts exceeding \$2,000 using federal funds; require contractors and subcontracts to include actual wage determinations in bid specifications and contracts.
<input type="checkbox"/>		Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Solicitations/contracts that involve mechanics or laborers exceeding \$100,000 using federal funds; establish standards for hourly and salaried employees related to workweek and overtime.
<input type="checkbox"/>		Rights to Inventions Made Under a Contract or Agreement (37 CFR §401.2). Solicitations/contracts using federal funds; requires all contractors to observe all applicable patent rights, copyright, and rights laws in operating the program.
<input type="checkbox"/>		Clean Air Act (42 U.S.C. 7606) and the Federal Water Pollution Control Act (33 U.S.C.13687, Executive Order 11738 and Environmental Protection Agency (EPA) regulations (Title 40 CFR), as amended. Solicitations/contracts exceeding \$150,000 using federal funds; requires compliance with all applicable standards, orders, and regulations; prohibits the award of contracts to contractors that are in violation of the Clean Air Act. Violations must be reported to the Federal awarding agency and the Regional Office of the EPA.
<input type="checkbox"/>		Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871). Solicitations/contracts using federal funds; establish standards for the promotion of energy and water conservation methods when feasibly obtainable.
<input type="checkbox"/>		Debarment and Suspension (2 CFR §200.113; 31 U.S.C. 3321). Solicitations/contracts must include a requirement that contracts cannot be awarded 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.
<input type="checkbox"/>		Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Solicitations/contracts exceeding \$100,000 using federal funds; requires a contractor to complete specific forms related to lobbying (influencing or attempting to influence) in connection with obtaining a contract.
<input type="checkbox"/>		Solid Waste Disposal Act (Section 6002 as amended by the Resource Conservation and Recovery Act). Solicitations/contracts exceeding \$10,000 using federal funds; requires contractors to maximize energy and resource recovery by using recycled materials and/or recycling waste products when reasonable, cost appropriate, and available and when applicable to the services and /or products to be procured.



<input type="checkbox"/>		Civil Rights (Title VI 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 113-1, Civil Rights Compliance and Enforcement - Nutrition Programs and Activities. Solicitations/contracts using federal funds; prohibits discrimination to all eligible program participants on a basis of age, color, disability, national origin, race, and gender.
<input type="checkbox"/>		