PULASKI COUNTY
PUBLIC SCHOOLS
Pathway to a Brighter Tomorrow

Request for Proposal

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

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Standard Request for Proposals Contract

PULASKI COUNTY PUBLIC SCHOOLS

School Year: January 1, 2027 to June 30, 2027

Issue Date: November 13, 2026 **RFP No.** 001SNP

Title: Milk and dairy request for proposal

Initial Period of Contract: January 1, 2027 through June 30, 2027 with up to 4 renewals.

Bid Submission and Award

Pulaski County Public Schools

Attention: Jessica Morrison

100 Northwood Drive

Pulaski VA 24301

One original and one copy of your proposal are requested and must be signed by an authorized representative of the company submitting the proposal. It is the sole responsibility of the sender to ensure that its proposal reaches the School Nutrition office by the deadline. Proposals will not be accepted over the facsimile machine. Proposals received in response to this RFP will be opened at the time and place stated and will be made public only as provided by the Virginia Public Procurement Act and the Virginia Freedom of Information Act.

All inquiries for information should be directed to: Jessica Morrison, School Nutrition Director, (540) 994-2523 or Jessica.morrison@pcva.us and must be received no later than November 30, 2026.

Pulaski County Public Schools does not discriminate against faith-based organizations in accordance with Code of Virginia Section 2.2-4343.1.

Piggybacking: With the approval of the Contractor, k-12 schools in southwest Virginia using this Agreement, may add terms and conditions required by statute, ordinances, or regulations. The terms and conditions of the resulting contract shall govern purchases by the specified public bodies. To the extent permitted by law, the parties may agree to additional or modified terms and conditions unique to the public body or as required by the circumstances surrounding the purchase. Pulaski County Public Schools, its officials, and employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies. In no event shall Pulaski County Public Schools, its officials or employees be responsible for any costs, damages or injury resulting to any party from use of a Pulaski County Public Schools contract. If, when preparing such a

contract, the additional terms and conditions of a public body seeking to purchase pursuant to cooperative procurement are unacceptable to the Contractor, the Contractor may withdraw its consent to extension of the contract to that body. Pulaski County Public Schools assumes no responsibility for any notification of the availability of its contract for use by other public bodies, but the Contract may carry out such notification.

SECTION 1: PROCEDURAL AND SUBMISSION REQUIREMENTS

Description: Pulaski, Radford, Giles and Botetourt Public Schools, School Nutrition Programs herein referred to as "School Food Authority" or "SFA" requests proposals in response to this solicitation for the services of a Vendor.

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

The SFA intends to target 100% or more of its purchases through one Proposer acting as a Vendor which will agree to provide all products and services specified in this RFP, with the exception of products listed below.

The following products are primarily excluded from purchase from the awarded contract:

1) Sour cream
2) Yogurt
3) Any other unlisted dairy products

The SFA will select a winning proposal based on the responsive and responsible proposer scoring the highest on the evaluation criteria and the conditions and requirements contained herein to award the contract for the school year (SY) 2026-2027, beginning on 01/04/2027 and ending 06/30/2027. This awarded contract will have the option for 4 - one (1) year contract renewals.

Proposal Deadline: 11/30/2026 by 1:00 PM EST

All proposals submitted after that time will not be accepted and will be returned to the sender. Proposals are to be submitted in a sealed envelope marked FOOD SERVICES PROPOSAL #001SNP.

Proposals will be accepted up to the due date and time for submission, and no proposal may be withdrawn after the due date and time for submission. Time is Eastern Standard Time as indicated on the designated clock at the SFA. Proposals that arrive after the required time will not be considered. It is the responsibility of the Proposer to ensure that the proposal arrives at the required location by the required time. Submitted proposal shall remain valid for 30 days from the proposal deadline.

If SFA determines that there is a discrepancy in or omission from this solicitation prior to the proposal deadline, an addendum will be issued to all proposers that have submitted proposals and proposers that have requested a copy of the solicitation.

Communications Inquiries: All communication regarding this solicitation document should be directed to:

SFA Contact Person: Jessica Morrison

Contact Person Title: Director of School Nutrition

Contact Person Phone Number: 540-994-2523

Contact Person Email: Jessica.morrison@pcva.us

Email is the preferred form of communication.

Deliver proposals to the following location:

SFA Name: Pulaski County Public Schools, Office of School Nutrition

Street: 100 Northwood Drive

City/State/Zip Code: Pulaski, VA, 24301

Submission of Proposals: Proposers will need to sign and complete all sections of this solicitation. Proposers may mail Proposals to the address above by the due date and time as stated in the solicitation. It is the Proposer's responsibility to assure that its Proposal is received by the deadline, no exceptions. Sealed proposals must be mailed to the following address: 100 Northwood Drive, Pulaski VA 24301. It is the responsibility of the Proposer to confirm and ensure the sealed Proposal was received by Proposal deadline.

Proposals must meet the requirements outlined in this RFP to be considered responsive and eligible for a consideration for awarded contract. Proposals will be rejected if not in compliance with these requirements.

Proposers which submit incomplete proposals with missing information will be ineligible for evaluation and selection for an awarded contract. Below is a list of documents which must be completed and submitted with your proposal to be considered responsive.

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

Calendar of Events	
Action	**Date/Time and Location** (if applicable)
Release of solicitation	November 13, 2026
Last date to submit written questions	November 30, 2026

Calendar of Events	
Release of responses to written questions in the form of an addendum. Addendum will be sent to those Vendors that requested a copy of the solicitation.	November 30, 2026
Due date for sealed proposals and location	11/30/2026 by 1:00 PM EST SFA Name: Pulaski County Public Schools SFA Address Street: 100 Northwood Drive City/State/Zip Code: Pulaski, VA 24301 Contact Person: Jessica Morrison Contact Person Title: Director of School Nutrition Contact Person Phone Number: 540-994-2523 Contact Person Email: Jessica.morrison@pcva.us
Review for conformance of mandatory requirements	November 30, 2026
Proposal evaluation period	November 30 – December 4, 2026
Notice of intent to award	On or about 12/07/2026
Awarded contract approval	Board meeting following the Notice of Intent to Award
Award of Vendor agreement	December 7, 2026
Prime start date	January 4, 2027

Product List: Product list is attached hereto as "Written Specifications". Proposers are required to submit pricing for all products listed. Proposers will need to complete and return this "WRITTEN SPECIFICATIONS" along with the "PROPOSER CONTACT INFORMATION" along with all other required documents to be considered a responsive proposal.

SECTION 2: SCOPE AND PURPOSE

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

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

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

Agreement Period: The initial awarded contract period shall be 01/04/2027 to 06/30/2027. Both parties to the awarded contract will agree to enter into this awarded contract for a one-year

period with the option to renew the agreement for up to 4 additional one-year periods by mutual agreement of the SFA and selected Vendor. Renewal shall be based on customer satisfaction with products, service, and price.

If the Pulaski County Public Schools, with agreement by all participating divisons, elects to exercise the option to renew the contract for any additional one-year period(s), the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease in the Consumer Price Index (CPI-U Food at Home and Food Away from Home categories) of the U.S. Bureau of Labor Statistics for the last 12 months for which statistics are available.

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

Delivery: Products will be delivered to the SFA at the addresses listed in the SFA Profile (Attachment A).

All deliveries must be completed before 7:00 AM unless other arrangements are agreed to by the SFA. All deliveries will be made weekly, bi-weekly or daily as agreed upon by the SFA and vendor.

SECTION 3: PROPOSER QUALIFICATIONS AND RESPONSIBILITIES

Requirements:

1. The SFA is looking for a Vendor to provide the products and services listed in the RFP.
2. If Proposer is unable to provide products or services to the SFA, Proposer must succinctly define what can and cannot be provided including the reason. The SFA will determine if the request is accepted. If the request is denied, the proposal may be rejected.
3. In case of default by selected Vendor, the SFA, after due notice, may procure the necessary supplies from other sources and hold selected Vendor responsible for any excess cost, including costs related to procurement (e.g., cost of labor and supplies).
4. Continuous instances of product unavailability may result in termination of the contract and removal of Proposer from the vendor list at the sole discretion of the SFA.
5. Proposer will provide names and contact information for at least three (3) but no more than five (5) references of school division customers of similar size.

Compliance Requirements: Proposers will need to comply with applicable requirements set forth in federal and state regulations including policy and instructions issued by the U.S. Department of Agriculture (USDA) and the Virginia Department of Education (VDOE). The applicable regulations are 7 CFR 210 (NSLP) (FFVP), 7 CFR 215 (Special Milk Program), 7 CFR 220 (SBP), 7 CFR 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk), 7 CFR 225 (SFSP), 7 CFR 226 (CACFP), and 2 CFR 200 (Uniform Guidance).

Discussions/Negotiations: By submission of a proposal, Proposer agrees that during the period following issuance of the proposal and prior to notification of intent and/or award of the contract, Proposer will not discuss this procurement with any party except Jessica Morrison, Director of School Nutrition, Pulaski County Public Schools. The SFA reserves the right to reject any and all proposals and to cancel this solicitation if it is in the best interest of the SFA. The SFA shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of Proposer's response to this solicitation.

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

The SFA reserves the right to contact provided references and other references to assist in proposal evaluation, to verify information contained in the proposal, and to discuss Proposer's qualifications including capabilities and performance under other contracts.

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

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

SECTION 4: ADMINISTRATIVE INFORMATION

Estimations: SFA has to the best of its ability, provided estimates to Proposer for products and related services it intends on ordering. The total purchasing estimates are based on usage from the previous year with the exception of quantities which have been projected higher due to concern about availability of USDA Foods and/or new meal pattern requirements. The SFA will not guarantee any minimum utilization or compensation to be paid to a Proposer. Estimations for this RFP reflect estimates for the full school year. However at the time of award only one half of the current school year's estimates can be expected.

Competitive Pricing: The pricing is for the duration of the current school year. Proposer must complete the "WRITTEN SPECIFICATIONS." Proposers are encouraged to submit the most competitive pricing possible because SFA will be soliciting multiple proposals from proposers to achieve the most advantageous with price and other factors for the specifications and requirements outlined in this solicitation. If for any reason this solicitation has limited Proposer's ability to provide a competitive proposal then contact SFA as directed in the cover letter to explain.

Pricing: All products will be fixed. Pricing submitted for all products will be F.O.B. destination, full-service.

The evaluated prices will be price per unit, not price per case. The unit price offered should contain four points (.0000) beyond the decimal. The extended price shall be rounded to the nearest whole cent (5 or greater shall be rounded up and 4.9 or less shall be rounded down).

SECTION 5: PRODUCT REQUIREMENTS

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

1. All food products proposed by Proposer and supplied by selected Vendor will comply with standards of identity, quality, and fill and drained weights as described in relevant federal and state regulations.
2. All foods, especially temperature-controlled foods, will be handled according with the latest federal and state food codes that govern the products.
3. With respect to any products which are misrepresented, the supplier whose name and address appears on the package is the responsible party. Selected Vendor is expected to take immediate action to correct any situation in which product integrity is violated.
4. In the case of quality disputes, the manufacturer may be required to provide an independent or third party laboratory analysis to justify the grade.
5. Random sampling and testing of products will be performed by the SFA. Should any product fail to meet specification, quality, or condition as awarded, the SFA will require the selected Vendor to remove any such products from all SFA locations, provide full credit for the total value of removed product, and reimburse the SFA for any cost.
6. If product origin is not listed on the case or broken cases, selected Vendor will be required to provide country of origin when the SFA requests the information.

Relevant Requirements: All dairy products supplied must conform to these requirements as relevant to the product(s) proposed.

1. Exterior of packaging and cartons shall be free of dirt, ice, water, and milk and shall be in such conditions that they can be placed directly on the serving line.
2. Milk shall be fresh, Grade A homogenized, pasteurized, and enriched with vitamins A and D.
3. All flavored milks shall be fat free and contain no more than ten (10) grams of added sugars per 8 fl oz.
4. The selected vendor must be able to supply specified products in quantities needed, will be required to pick up empty milk crates from all sites, and will be required to deliver and place crates in cooling units at each site.
5. Pasteurization/Homogenization: Pasteurization shall be in accordance with state and federal requirements. The fluid milk and milk products shall be homogenized.
6. The body of fluid milk and milk product types shall be smooth with an acceptable mouth feel. They shall not be slimy, ropy or show evidence of wheying-off or floating fat particles.

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

Product Formulation Statements: The SFA requires Product Formulation Statements (PFS) for all food products that do not have a Standards of Identity or CN label. PFS must be compiled into a book or in an electronic medium and given to the SFA by selected Vendor by 01/06 of each SY. The SFA will choose the appropriate medium and may choose to receive both the paper and electronic form. Failure to provide required PFS or approve equivalent may be grounds for termination of the contract.

Ordering Procedures:

Each division will place orders directly with the vendor or the vendor's delivery representative. Orders may be placed by text, telephone call, order form or email at the discretion of the vendor.

SECTION 6: STANDARD TERMS AND CONDITIONS

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

Reservation of Rights: The SFA expressly reserves the following:

1. The right to reject all proposals.

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

Payment Method: Payment will be made, by each division, directly to Selected Distributor within 30 days of invoice.

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

Taxes: Price quoted shall not include state and federal taxes from which the SFA is exempt. The necessary exemption certificate will be furnished by the SFA upon the Proposer's request.

Recordkeeping: Any and all documents, books, records, invoices, and/or quotations of SFA's purchases shall be made available, upon demand, in an easily accessible manner for a period of at least three (3) years from the end of the contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by the SFA, state, and federal representatives and auditors in accordance with federal regulations. Selected Vendor must ensure any such records held by a subcontractor are likewise subject to these provisions.

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

Geographic Preference: An SFA participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products, including the use of "locally grown," "locally raised," or "locally caught" as procurement specifications or selection criteria for unprocessed or minimally processed food items. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied, so long as there are an appropriate number of qualified firms able to compete.

For the purpose of applying the optional geographic procurement preference, "unprocessed locally grown or locally raised agricultural products" means only those agricultural products that

retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

a. The SFA seeks to increase its purchase of seasonal, minimally processed fresh fruits and raw vegetables as part of the farm to school program. Reasons for purchasing local products ("locally grown," "locally raised," or "locally caught") include the potential cost savings, nutrition education for students, and quality of product.
b. The SFA is interested in the following "locally grown," "locally raised," or "locally caught" products: milk.
    a. The bidder will make every effort to provide the SFA with locally grown products according to the definitions below. Please see Attachment A.
    b. "Locally grown," "locally raised," or "locally caught": The SFA's definition of local is a product from the state of Virginia or any neighboring state sharing a border line.
    c. Minimally processed: Includes refrigerating, adjusting size (peeling, slicing, dicing, cutting, chopping), washing, packaging and adding ascorbic acid or other preservatives to prevent oxidation of produce (as described in USDA's Final Rule of Geographic Preference).
c. All products may be labeled with their designating origin on each case/invoice delivered.

Products should be generally free from insect damage and decay (flexible on grading for produce only per USDA guidance). Produce items are to be rinsed, cleaned, and packed in appropriate commercial produce packaging such as waxed cardboard boxes or sanitary/reusable bins, as applicable.

Buy American: Bidder shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the U.S., or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. Substantially using agriculture commodities that are produced in the United States means over 51 percent of a food product must consist of agricultural commodities that were grown domestically. Purchases made in accordance with the Buy American provision must still follow the applicable procurement rules calling for free and open competition (7 CFR Part 210.21(d)).

a. ***Exceptions.*** The purchase of foods not meeting the definition in paragraph (d)(1) of this section is only permissible when the following criteria are met:
    a. The school food authority determines that one of the following limited exceptions is met:

i. The product is listed in the Federal Acquisitions Regulations (FAR) at 48 CFR 25.104 and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
ii. Competitive bids reveal the cost of a United States product is significantly higher than the non-domestic product.

Bidder shall certify the percentage of U.S. content in the products supplied to the SFA.

The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision.

Selected Vendor shall notify SFA in advance of delivery of any product not compliant with this requirement. Product(s) delivered to the SFA that are not compliant with this requirement will be returned and invoice(s) for those items will not be paid.

Preference for Virginia Goods and Virginia Residents: Per the Code of Virginia § 2.2-4324 public school divisions must give preference to goods produced in Virginia in the case of a tied bid. Per the same code, public school divisions must also give preference to Virginia residents by providing Virginia bidders with the option to price match, if the lowest bidder is not from Virginia and the Virginia bidder is within 10% of such bid, and/or providing Virginia bidders with the option to price match, if the lowest bidder is a resident of another state with a percentage preference, and the Virginia bidder is within that other state's percentage.

To support the SFA's compliance with this preference, proposed vendors must:
- indicate which products are grown and/or raised in Virginia, and
- indicate whether the proposed vendor is a resident of Virginia on Attachment E.

Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded: Proposer certifies (See Attachment G: "Suspension and Debarment Certification") neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Selected Vendor should consult Executive Orders 12549 and 12689.

Lobbying: Proposer must certify (See Attachment H: "Lobbying Certification" and "Disclosure of Lobbying Activities") no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal agency or Congress with respect to the awarding of a federal contract, or in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

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

1. **Equal Employment Opportunity** – Selected Vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations

at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

2. **Labor and Civil Rights Laws** – Selected Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with selected Vendor's performance of work under the awarded contract, selected Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sex, national origin, or disability. Selected Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
3. **Clean Air Act and Energy Policy and Conservation Act** – Selected Vendor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Selected Vendor shall report all violations to the SFA and to the relevant federal or state agency as appropriate. Complete and sign Attachment I.
4. **Davis-Bacon Act**: When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
    a. In addition, contractors must be required to pay wages not less than once a week.
    b. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation.
    c. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.
    d. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
5. **Copeland "Kickback" Act**: Contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
    a. The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
    b. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. The Selected Vendor shall comply with 2 CFR §200.321 contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Compliance with this regulation requires Selected Vendor and SFA to do the following with contracting:
    a. The Selected Vendor and SFA must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
    b. Affirmative steps must include:
    c. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    d. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    e. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
    f. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
    g. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
    h. Requiring the contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

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

Property Damage Liability: Selected Vendor shall maintain insurance covering all owned, non-owned, and hired vehicles. The policy limits of such insurance shall not be less than $1,000,000 combined single limit each person/each occurrence.

Comprehensive General Liability: Selected Vendor shall maintain Comprehensive General Liability insurance that shall protect selected Vendor and SFA from claims of bodily injury or property damage which arise from performance under the awarded contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than $1,000,000 combined single limit each occurrence/annual aggregate.

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

Practices (GMPs) for farm and field operations, packing facilities, cold storage operations, produce shippers, and their distribution facilities, if appropriate.

Food Recall: Selected Vendor shall be expected to voluntarily comply with all federal, state and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Proposer shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA site(s) in an expedient, effective, and efficient manner. Selected Vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

The Bidder shall comply with all other pertinent State and Federal laws.

SECTION 7: EVALUATION OF PROPOSALS

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

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

1. Samples requested will be a full or partial case.
2. Samples may be unboxed and unlabeled when requested for testing.
3. Samples for testing may be billed to the party conducting the test, if required.

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

In order to assess vendor capacity, the SFA may request a capacity report. The capacity report is to be delivered to the communication contact within 10 (ten) business days of the request.

Criteria	Maximum Score
Mandatory Requirements	
Completed and signed Attachment B: WRITTEN SPECIFICATIONS	Mandatory
Completed Attachment C: PROPOSER CONTACT INFORMATION and Attachment D: PROPOSER REFERENCE LIST	Mandatory
Completed and signed Attachment E: VIRGINIA PREFERENCE FOR VIRGINIA GOODS AND VIRGINIA RESIDENTS	Mandatory
Completed and signed Attachment F: INDEPENDENT PRICE DETERMINATION CERTIFICATE	Mandatory
Completed and signed Attachment G: SUSPENSION AND DEBARMENT CERTIFICATION	Mandatory
Completed and signed Attachment H: LOBBYING CERTIFICATION, and if applicable Attachment H: DISCLOSURE OF LOBBYING ACTIVITIES	Mandatory

Completed and Signed Attachment I: CLEAN AIR AND WATER CERTIFICATE	Mandatory
Qualified Product or Service	Mandatory
Packaging and Product Identification	Mandatory
Emergency Product Substitutions and Out of Stock Items	Mandatory
Non-Delivery Penalty	Mandatory
Delivery Conditions	Mandatory
Technical Evaluation Criteria	
Implementation and Account Representation	5 points
References	5 points
Product Availability and Capacity	5 points
Local/Geographic Preference	10 points
Delivery Schedule	10 points
Invoice/Payment	5 points
Pricing Evaluation Criteria	
Total Extended Costs	60 points
Total Possible Score	100 points

SECTION 8: AWARD AND POST AWARD INFORMATION

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

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

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

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

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

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

Mutual Agreement Termination: With mutual agreement of both parties to the awarded contract, upon receipt and acceptance of not less than 30 days written notice, the contract may be terminated on an agreed upon date before the end of the contract period without penalty to either party.

Non-Performance of Contract and Termination: Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:

1. at least 30 days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
2. an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than 10 business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

Termination for Convenience: The SFA may terminate the awarded contract prior to the expiration of the term, without cause and without penalty, upon 30 days written notice to the selected Vendor.

ATTACHMENTS

Attachment A

SFA Procurement Profile
Full School Year Estimates

Item Number	Description	Unit	Quantity	Quantity per Division
1	Milk, 1%, plastic half pint	½ pint	344,398	Pulaski 113,435 Radford 70,585 Giles 120,378 Botetourt 40,000
2	Milk, skim, plastic half pint	½ pint	2,500	Pulaski 2,500 Radford 0 Giles 0 Botetourt 0
3	Buttermilk, lowfat, plastic, half gallon	½ gallon	240	Pulaski 200 Radford 40 Giles 0 Botetourt 0
4	Milk, chocolate, NF, plastic, half pint	½ pint	1,237,499	Pulaski 403,299 Radford 348,200 Giles 186,000 Botetourt 300,000
5	Juice, Orange, 100% Florida citrus approval, gable end carton	4oz	12,000	Pulaski 0 Radford 0 Giles 0 Botetourt 12,000
6	Juice, Apple, 100% juice, gable end carton	4oz	5,000	Pulaski 0 Radford 0 Giles 0 Botetourt 5,000
7	Milk, whole, plastic half pint	½ pint	1400,000	Pulaski 60,000 Radford 0 Giles 0 Botetourt 80,000
8	Milk, 1%, unflavored, plastic, half gallon	½ gallon	5,000	Pulaski 0 Radford 0 Giles 5,000 Botetourt 0
9	Milk, chocolate, 1% or NF, plastic, half gallon	½ gallon	9,600	Pulaski 0 Radford 0 Giles 9,600 Botetourt 0
10	Milk, 1%, Plastic, Gallon	1 gallon	450	Pulaski 450 Radford 0 Giles 0 Botetourt 0

BOTETOURT COUNTY PUBLIC SCHOOLS
LOCATION/ADDRESS/TELEPHONE NUMBER

Breckinridge Elementary
331 Springwood Road
Fincastle, VA 24090
Connie Sink, SN Manager
540-473-8386
csink@bcps.k12.va.us

Buchanan Elementary
255 Schoolhouse Road
Buchanan, VA 24066
Lauren Kickuth, SN Manager
540-254-2084
lkickuth@bcps.k12.va.us

Cloverdale Elementary
833 Cougar Drive
PO Box 6
Cloverdale, VA 24077
Elaine Tanaka, SN Manager
540-992-1086
etanaka@bcps.k12.va.us

Colonial Elementary
142 Murray Drive
Troutville, VA 24175
Gina Astringer, SN Manager
540-977-6773
gastringer@bcps.k12.va.us

Eagle Rock Elementary
145 Eagles Nest Drive
Eagle Rock, VA 24085
Connie Sink, SN Manager
540-884-2421
csink@bcps.k12.va.us

Greenfield Elementary
288 Etzler Road
Troutville, VA 24175
Brianne Gilbert, SN Manager
540-992-4416
bgilbert@bcps.k12.va.us

Troutville Elementary
12 Barron Drive
Troutville, VA 24175
Carol Kelley, SN Manager
540-992-1871
ckelley@bcps.k12.va.us

Central Academy Middle
367 Poor Farm Road
Fincastle, VA 24090
Lisa Garrison, SN Manager
540-473-8333
lgarrison@bcps.k12.va.us

Read Mountain Middle
182 Orchard Hill Drive
Cloverdale, VA 24077
Kevin Chaney, SN Manager
540-966-8655
kchaney@bcps.k12.va.us

James River High
9906 Springwood Road
Buchanan, VA 24066
Carol Clark, SN Manager
540-254-1121/540-992-3610
cjclark@bcps.k12.va.us

Lord Botetourt High
1435 Roanoke Road
Daleville, VA 24083
Lora Beckner, SN Manager
540-992-1261
lbeckner@bcps.k12.va.us

All Billing and Remittance:
BCPS Central Office
105 Poor Farm Road
Fincastle, VA 24090
540-473-8309
Kristoefer Clegg, Operations Manager
kclegg@bcps.k12.va.us
Debra Mayo,
Assistant/Bookkeeper
dmayo@bcps.k12.va.us
Lynne Latino, Field Manager
llatino@bcps.k12.va.us

PULASKI COUNTY PUBLIC SCHOOLS
LOCATION/ADDRESS/TELEPHONE NUMBER

The Pulaski County School system is composed of 7 schools. We have an enrollment of approximately 4689 students. Our average daily participation for lunch is 3450 and breakfast is 1085.

The School Nutrition Program is a centralized operation. All ordering and accounts payable are done through the Central Office at 100 Northwood Drive in Pulaski, Virginia 24301. Bills are paid on a once a month basis and by invoice only. We require two (2) copies of any invoices left with each delivery.

All deliveries must be made between the hours of 6:30am and 2:00pm with the exception of bread products, which must be delivered between 7:00am and 10:00am. For delivery information for dairy bidders, we have seven schools that require daily deliveries.

Below is the list of all Pulaski County Schools and their address:

Critzer Elementary
100 Critzer Drive
Pulaski, VA 24301
Lorana Jones, SN Manager
540-643-0515
ljones@pcva.us

Pulaski County High School
5414 Cougar Trail Road
Dublin, VA 24084
Sheila Stodder, SN Manager
540-643-0377
sstodder@pcva.us

Pulaski Elementary School
2004 Morehead Lane
Pulaski, VA 24301
Kimberly Secrist, SN Manager
540-643-0954
ksecrist@pcva.us

Pulaski Middle School
4396 Lee Highway
Pulaski, VA 24301
Ashley Hubbard, SN Manager
540-643-0836
ahubbard@pcva.us

Dublin Elementary
600 Dunlap Road
Dublin, VA 24084
Tracy Nester, SN Manager
540-643-0760
Tracy.nester@pcva.us

Riverlawn Elementary
8100 Beth Nelson Drive
Fairlawn, VA 24141
Tammy Kolarich, SN Manager
540-643-0906
tkolarich@pcva.us

Snowville Elementary
4858 Lead Mines Road
Hiwassee, VA 24327
April Goble, SN Manager
540-643-0457
agoble@pcva.us

Jessica Morrison
Director of School Nutrition
540-994-2523
jessica.morrison@pcva.us

Elaine East
Office Accounting Assistant of School Nutrition
540-994-2529
eeast@pcva.us

GILES COUNTY PUBLIC SCHOOLS

The Giles County School System is composed of 5 schools.

School Name	Address	Telephone #	Manager	E-mail
Narrows Elementary/Middle School	101 Wolf Street Narrows, VA 24124	540-726-2391	Julie Kennett	jkennett@gilesk12.net
Eastern Elementary/Middle School	6899 Virginia Ave. Pembroke, VA 24136	540-626-7281	Theresa Santolla	tsantolla@gilesk12.net
Macy McClaugherty School	1001 Henson Ave. Pearisburg, VA 24134	540-921-1363	Bethany Brugh	bethanyperdue@gilesk12.net
Giles High School	1825 Wenonah Ave. Pearisburg, VA 24134	540-921-1711	Kristi McGuyer	kmcguyer@gilesk12.net
Narrows High School	1 Green Wave Lane Narrows, VA 24124	540-726-2384	Michelle Skeens	mskeens@gilesk12.net

If you have any questions about the Giles County Food Service Program, please contact Sara Bowles at (540) 921-1421 or sbowles@gilesk12.net.

RADFORD CITY PUBLIC SCHOOLS

Location/Address/Telephone Number and Contact Person for each school:

700 12TH ST.
RADFORD, VA 24141
540-731-3696 ext 7108

McHarg Elementary: Interstate 81, Exit 109: Travel Route 177 (Tyler Rd/St.) to the stop light. Take left onto Rock Road. Follow it past Industrial Drive Division of Kolmorgan and turn right onto Wadsworth Street. Follow Wadsworth Street to 12TH Street. Turn Left. You will see McHarg Elementary. Go past the school and turn left onto Staple Street. You will then see the driveway into the back parking lot. The loading dock is located there. Hours of operation: Monday-Friday, 7AM-2:30PM

50 DALTON DR.
RADFORD, VA 24141
540-731-4427 ext 7412

Radford High School: From McHarg Elementary: From there you will go back to Wadsworth St. Turn left and continue to the stoplight. Turn right onto 8TH Street. Follow it to Walker Street. Turn left. Follow Walker to 6TH Street. Turn right then at yield sign bear left through gates. Continue. You will shortly see the trash dumpster to the left of it is a parking area which is beside the kitchen at Radford High School. This is where their deliveries are made. . Hours of operation: Monday-Friday, 7AM-2:30PM

BELLE HETH ELEMENTARY
151 GEORGE STREET
RADFORD, VA 24141
540-731-3697 ext 7212

Belle Heth Elementary: From Radford High School. From this point you return to gate, but go straight down the Hill (Scott Street) continue bearing left and up hill. Just past Bergen Pines Apt. complex, turn left onto George Street. Follow this street curving around back of Belle Heth Elementary. You will see the loading dock. . Hours of operation: Monday-Friday, 7AM-2:30PM

Questions about the Radford City's School Nutrition Program should be directed to: Lisa Thomas, Director at Phone: 540-731-3647 ext 7534 or 540-239-8825 lthomas@rcps.org.

Attachment B

Written Specifications

Product/Service and Specification	Brand or Approved Equal	Case Pack Size	Estimated Quantity Needed	Unit Cost	Extended Cost
Dairy					
Milk, Unflavored Skim, half pint					
Milk, Unflavored 1%, half pint					
Milk, Unflavored Whole, half pint					
Milk, Chocolate Skim, half pint					
Milk, Gallons 1%					
Buttermilk half gallons, NF					
Milk 1%, half gallon					
Chocolate Milk, 1% or NF, half gallon					
Juice, Orange, 100% Florida citrus approval, gable end carton					
				GRAND TOTAL	

Attachment C

Proposer Contact Information

Proposer Name:

- Contact Person for Orders:
- Office Phone:
- Cell Phone:
- Fax:
- E-mail:

Emergency Contact Person for After/Before Hours:

- Office Phone:
- Cell Phone:
- Fax:
- E-mail:

Contact Person: Product Information (ingredient listings and nutrient analysis):

- Office Phone:
- Cell Phone:
- Fax:
- E-mail:

Contact Person: Billing Questions, Credits, Damaged or Incorrect Products:

- Office Phone:
- Cell Phone:
- Fax:

E-mail:

Attachment D

Proposer Reference List

SFA add more references if needed.

Reference One

- Company Name:
- Contact Person:
- Office Phone:
- E-mail:

Reference Two

- Company Name:
- Contact Person:
- Office Phone:
- E-mail:

Reference Three

- Company Name:
- Contact Person:
- Office Phone:
- E-mail:

Attachment E

Virginia Preference for Virginia Goods and Virginia Residents

Indicate whether the bidding entity is a resident of Virginia (defined in Code of Virginia § 2.2-4324 as "organized pursuant to Virginia law or maintains a principal place of business within Virginia."

☐Yes, this entity is a resident of Virginia.

☐ No, this entity is not a resident of Virginia.

- Indicate the state residency of this entity: _____
- If the entity's state of residency has a percentage preference for state residents, list that percentage preference: _____

  ☐ This entity's state of residency does not have a percentage preference for state residents.

Attachment F

Independent Price Determination Certificate

Both the school food authority (SFA) and the Proposer (respondent) shall execute this Certificate of Independent Price Determination.

Name of Proposer: Click to enter Proposer name

Name of SFA: Pulaski, Radford, Giles and Botetourt County Schools

A. By submission of this offer, the respondent certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

    1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offer or with any competitor;

    2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offer or to any competitor; and

    3. No attempt has been made or will be made by the offer to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the Proposer certifies that:

    1. He or she is the person in the respondent organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

    2. He or she is not the person in other offer organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Proposer, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposals on any public contract, except as follows: Click to enter content.

Signature of Proposer's Authorized Representative

_____

Title: Click to enter Proposer Authorized Representative's title

Date: Click to enter date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of SFA's Authorized Representative

_____

Title: Click to enter SFA Authorized Representative's title

Date: Click to enter date

NOTE: ACCEPTING A RESPONDENT'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

Attachment G

Suspension And Debarment Certification

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW

1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
    a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
    d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name: Click to enter business name

Date: Click to enter date BY: Click to enter name and title of Authorized Representative

_____

Signature of Authorized Representative

Instructions for Certification of Debarment and Suspension Form

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. 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 non-procurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph six 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 may terminate this transaction for cause or default.

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further 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 it 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 non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

Attachment H

Disclosure Of Lobbying Activities

Applicable to grants, subgrants, cooperative agreements, and contracts exceeding $100,000 in federal funds.

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

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

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding $100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name of Organization (vendor): Click to enter name

Address of Organization (vendor): Click to enter address

Name and Title of Submitting Official: Click to enter name and title

Date: Click to enter date

_____

Signature

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.

1. **Type of Federal Action**	2. **Status of Federal Action**	3. **Report Type**
☐ A. Contract ☐ B. Grant ☐ C. Cooperative Agreement ☐ D. Loan ☐ E. Loan Guarantee ☐ F. Loan Insurance	☐ A. Bid/Offer/Application ☐ B. Initial Award ☐ C. Post Award	☐ A. Initial Filing ☐ B. Material Change **For Material Change Only:** Year: Quarter: Date of Last Report:

4. **Name and Address of Reporting Entity:**	5. **If Reporting Entity in Number 4 is Sub-awardee, Enter Name and Address of Prime:**
☐ Prime ☐ Sub-awardee Tier, *if known*: Congressional District, *if known*:	Congressional District, *if known*:
6. **Federal Department/Agency:**	7. **Federal Program Name/Description:** CFDA Number, *if applicable*:
8. **Federal Action Number**, *if known*:	9. **Award Amount**, *if known*:
10a. Name and Address of Lobbying Entity: (*if individual, last name, first name, MI)*	**10b. Individual Performing Services:** (*including address if different from Number. 10a) (Last name, first name, MI)*
11. Amount of Payment: *(check all that apply)* ☐ Actual ☐ Planned	**13. Type of Payment:** *(check all that apply)* ☐ A. Retainer ☐ B. One-Time Fee ☐ C. Commission ☐ D. Contingency Fee ☐ E. Deferred ☐ F. Other: *(specify)*
12. Form of Payment: *(check all that apply)* ☐ A. Cash Nature: ☐ B. In-kind *(specify)* Value:	

14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Number 11. (Attach Continuation Sheets if necessary)
15. Continuation Sheets Attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than $10,000 and no more than $100,000 for each such failure.	Signature: Print Name: Title: Telephone Number: Date:
Federal Use Only	Authorized for Local Reproduction

Continuation Sheet SF-LLL-A

Reporting entity:

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee; e.g., the first sub-awardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item four (4) checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime federal recipient. Include congressional district, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., RFP Number,; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item four (4) or five (5).
10. Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.

11. Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item four (4)) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
16. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if "yes". The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

Attachment I

Clean Air and Water Certificate

Contracts in excess of $150,000 shall contain provision that require compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S. C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) Regulation (40 CFR §15), which prohibit the use of nonexempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities. The provision shall require reporting of violations to the grantor agency and to the EPA Assistant Administrator for Enforcement (EN-329). The contract must recognize mandatory standards and policies relating to energy efficiency that are contained in the State Agency conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Both the school food authority (SFA) and enter vendor or distributor respondent shall execute this certificate.

Name of vendor/distributor **(delete those not applicable)**: Click to enter name of vendor/distributor

Name of SFA/Sponsor: Pulaski County Public Schools

THE VENDOR AGREES AS FOLLOWS:

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
C. To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

A. The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1957 et seq., as amended by Public Law 91-604).

B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the vendor/distributor**.**

_____

Signature of vendor's/distributor's Authorized Representative

Title: Click to enter title

Date: Click to enter date

_____

Signature of SFA's/Sponsor's Authorized Representative

Title: Click to enter title

Date: Click to enter date