



FOOD BANK OF THE ROCKIES®

Fighting Hunger. Feeding Hope.

**PRIME VENDOR SOLICITATION
Invitation for Bid (IFB) and Contract**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form.

To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights; 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

1. INTRODUCTION

- a. This document contains an Invitation for Bid (IFB) to Vendors to bid on **the furnishing of food and supplies used to prepare meals to be served to children** participating in the Summer Food Service Program (SFSP) and Child and Adult Care Food Program (CACFP). This document sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance it shall constitute the contract between the offeror and the Sponsor below.
- b. Food Bank of the Rockies, hereinafter referred to as the Sponsor, administers two USDA funded programs, serving children 18 and younger during the summer and after school with meals prepared in our Community Kitchen. The Sponsor has full responsibility for ensuring that the terms of the contract are fulfilled. Sponsors must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of the contract. The Colorado Department of Education (CDE) and Colorado Department of Public Health & Environment (CDPHE) are never a party to any contract between a Sponsor and a Vendor. Neither CDE nor CDPHE have involvement with the enforcement of this contract; however, payment can be denied for all food and supplies received / purchased under an invalid contract.
- c. The Sponsor alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation,

protests, disputes, and claims. These standards do not relieve the Sponsor of any contractual responsibilities under its contracts. USDA will not substitute its judgment for that of the Sponsor unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

2. TYPE OF CONTRACT

- a. Sponsor will consider a Fixed Price Proposal for food and supplies from a Prime Vendor. Quantities listed on bid documents are estimates, and will vary.

3. SUBMISSION OF BIDS

- a. **Two** copies of Competitive Sealed Proposals are to be submitted to:
Name of Sponsor Contact: **Food Bank of the Rockies**
Mailing Address: **10700 E. 45th Avenue, Denver CO 80239**
Physical Address: **10700 E. 45th Avenue, Denver CO 80239**
- b. Sealed Proposals must be submitted by:
Time: **4:00pm (*proposals will not be accepted after this time*)**
Date: **July 14, 2017**
Location: **Food Bank of the Rockies 10700 E. 45th Avenue, Denver CO 80239**
Sealed Proposal submitted marked **"NN/Community Kitchen Prime Vendor"**.
- c. **Please complete and return the following information with your bid**
 - Solicitation document
 - Official Bid Price Sheet - completed
 - Agreement Form
 - Company contacts (name, email, mailing address, phone #, fax #)
 - A copy of Hazardous Analysis Critical Control Point (HACCP) program
 - Product recall plan
 - Certification statements:
 - Code of Conduct
 - Debarment and suspension
 - Lobbying
 - Drug-free work environment
 - Equal Opportunity Employment Act of 1975 statement
 - Employment verification
- d. Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so will be at the bidder's risk.
- e. No changes in the specifications or general conditions are allowed. Erasures on all copies must be initialed by the bidder prior to submission. Failure to do so may result in rejection of the bid.
- f. Acknowledgement of Amendments to IFBs The Sponsor must acknowledge receipt of an amendment to an IFB by signing and returning the amendment. Such acknowledgement must be received prior to the hour and date specified for bid opening.
- g. Bidders Having Interest in More Than One Bid: If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.

- h. Time for Receiving Bids: Sealed bids shall be deposited at the Sponsor's address no later than the exact time and date indicated on page 3 of this IFB. Bids received prior to the time of opening will be securely kept, unopened.
- i. Errors in Bids: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.
- j. Late Bids, Modification of Bids or Withdrawal of Bids: Any bid received after the exact time specified for receipt of bids will not be considered
- k. Any modification or withdrawal of bids is subject to the same conditions as above, except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or an authorized representative, provided identity is made known and he or she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set receipts of bid. The only acceptable evidence to establish the date of mailing of a late bid, modifications or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late.
- l. Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the Sponsor will be considered at any time it is received and may be accepted.
- m. Bonding Requirements: A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- n. To be considered, each offeror must submit a complete response to this solicitation **using the forms provided.**
 - No other documents submitted with the IFB and Contract will affect the Contract provisions, and **there may be no modifications to the IFB and Contract language.**
 - In the event that Offeror modifies, revises, or changes the IFB and/or Contract in any manner, Sponsor may reject the offer as non-responsive.
 - Section P offers Sponsor the opportunity to include any additional / needed services.
- o. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered (2 CFR 200.320)
- p. A responsible offeror is one who's financial, technical, and other resources indicate an ability to perform the services required.
- q. Offeror shall submit for consideration such records of work and further evidence as may be required by the Sponsor's Board of Trustees.
- r. Failure to furnish such records and evidence, or the inclusion of any false or misleading information therein shall be sufficient cause for the rejection of the proposal or termination of any subsequent contract.
- s. The qualification data shall be submitted by each offeror along with the sealed proposal, and shall include the following:
 - Offeror must be incorporated or licensed to do business in the State of Colorado.
 - Annual reports or financial statements for the past fiscal year, certified by a licensed public accountant, must be included in the pre-qualification data.

- Information that offeror is doing business with like school systems and is familiar with the regulations pertaining to operations in such environments, if applicable.
- t. Offerors or their authorized representatives must fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the offeror's own risk who cannot secure relief on plea of error.
- u. Any person that develops or drafts specifications, requirements, statements of work, invitations for bids, requests for proposals, contract terms and conditions or other documents for use by the Sponsor in conducting a procurement under the USDA entitlement programs specified in 2 CFR 200.319 shall be excluded from competing for such procurements. Such persons are ineligible for contract awards resulting from such procurements regardless of the procurement method used.
- v. The Sponsor is not liable for any cost incurred by the offeror in submitting a proposal.
- w. If additional information is requested, please contact **Food Bank of the Rockies, Chris Taylor at christaylor@foodbankrockies.org**. Any additional information provided to one offeror will be available to all. **Please submit requests via e-mail only**. In order to facilitate prompt sharing of information, **no phone calls will be accepted**.

4. AWARD CRITERIA AND RESPONSIBILITY

- a. The contract will be awarded to that responsive and responsible bidder whose bid conforms to the IFB and will be most advantageous to the Sponsor, price and other factors considered.
- b. Bids must meet or exceed all defined specifications.
- c. The Sponsor reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received
- d. The Sponsor reserves the right to reject the bid of a bidder who previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract.
- e. Sponsor reserves the right to accept any bid within 30 days from the date of bid opening.
- f. Detailed product specifications or cut sheets must accompany the bid. Products that do not meet specifications will be rejected.
- g. Bids must meet all terms and conditions of this Competitive Bid. If two bidders have identical unit prices for the same product, the product with better specifications will be selected. If prices and specifications are identical, the contract will be awarded to the firm with more selected products.

5. AWARD ANNOUNCEMENT AND EFFECTIVE DATE

- a. FBR will notify all bidders by July 18, 2017. Should any bidder(s) feel a need to protest the procedures, they should contact the FBR contact by email within 48 hours of the bid award.
- b. Proposals will be evaluated by the Sponsor committee based on **the total price of all items requested** and the criteria, categories
- c. Committee members must consist of Sponsor employees familiar with the regulations and requirements of the child nutrition programs.
- d. If a committee member is an agent for, employee of or in any manner associated with a Vendor, that Vendor may not participate in the IFB and subsequent contract.
- e. Each area of the award criteria must be addressed in detail in the Proposal.
- f. Sponsor will maintain records sufficient to detail the significant history of a procurement to include, but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

6. BID FORMAT

- a. Any statement in this document that contains the word “**will**”, “**must**” or “**shall**” means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected.
- b. All bid pricing must be United States dollars and cents.

7. COST

- a. All charges **should** be included on the Official Bid Price Sheet(s) which includes all associated costs (including but not limited to delivery, freight etc.) for the goods or services being bid. Do not include sales taxes in unit prices. Bid pricing should be valid for 30 days following IFB opening to allow sufficient time to tabulate and evaluate bid responses. **Any purchase incentives, discounts, rebates, and credits need to be identified in bid price.**

8. SCOPE

- a. **Food Bank of the Rockies (FBR) wishes to purchase quantities of supplies and food products for the period of August 1, 2017 to July 31, 2018, for use to prepare meals for both Summer Food Service Program (SFSP) and Child and Adult Care Food Program (CACFP). The Product List (see Exhibit A attached to the IFB email communication) included with this bid document contains the listing and base specifications of all items that FBR wishes to purchase. Prospective bidders must bid on all items on this list. **FBR will be awarding contracts to a Prime Vendor that can provide the majority of the items listed at the best total price.****

9. TERM AND TERMINATION

- a. Contract will be in effect for a period of one year and may be renewed for up to four additional terms of one year each upon mutual agreement between Sponsor and VENDOR, consistent with Article X, Section 20 of the Colorado Constitution.
- b. Contracts for more than the simplified acquisition threshold 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. (2 CFR Appendix II to Part 200)
- c. All contracts in excess of \$10,000 must address termination for cause and for convenience by the Sponsor including the manner by which it will be effected and the basis for settlement.
- d. In the event either party commits material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default.
 - If the default is not cured within that time, the non-breaching party shall have the right to terminate this Contract for cause by giving 30 days written notice to the breaching party.
 - If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract.
 - Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements or failure to maintain quality of service at a level satisfactory to Sponsor, Sponsor may terminate this Contract immediately.
- e. Either party may terminate this Contract for cause by providing sixty (60) days prior written notice to the other party. (7 CFR210.16(c)(3)(d))
- f. In the event that either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood or acts of God (individually each known as a “Force Majeure Event”), that party shall be excused from performance for the period of such Force Majeure Event exists.

- g. In the event of VENDOR's nonperformance under this Contract or the violation or breach of the terms of this Contract, Sponsor shall have the right to pursue any and all available administrative, contractual and legal remedies against VENDOR. Nonperformance subjects the VENDOR to specified sanctions in instances where the VENDOR violates or breaches contract terms.
- h. Sponsor is the responsible authority without recourse to USDA or its State Agencies for the settlement and satisfactory of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims or other matters of a contractual nature. Matters concerning violation of law are to be referred to the local, State, or Federal authority that has proper jurisdiction.

10. TECHNICAL REQUIREMENTS

- a. Online order system preferred.
- b. Child Nutrition (CN) Labeled product preferred.
- c. Ability to provide reports containing order history (monthly and yearly) as requested.
- d. Delivery tickets must be prepared by the contractor at a minimum of two copies: one for the contractor and one for the Sponsor personnel.
- e. Delivery tickets must be itemized to show a brief description of what was ordered, what was delivered, the quantity delivered, the date and time of delivery.
- f. Designees of the Sponsor at each site will check adequacy of delivery before signing the delivery ticket.
- g. Invoices shall be accepted by the Sponsor only if signed by Sponsor's designee at the site.
- h. The contractor shall maintain records (supported by delivery tickets, invoices, receipts, purchase orders, production records, or other evident) for this contract that the Sponsor will need to meet its responsibilities, and shall submit all required reports to the Sponsor promptly at the end of each month, unless more frequent reports are required by the Sponsor or are required for a CDE or CDPHE audit or review.
- i. The books and records of the contractor pertaining to this contract shall be available for a period of three years from the date of submission of the Sponsor's final claim for reimbursement, or until the final resolution of any audits, for inspection and audit by representatives of CDE, CDPHE, representative of the U.S. Department of Agriculture, the Sponsor and the U.S. General Accounting Office at any reasonable time and place.
- j. The contractor shall submit records of all costs incurred in the Sponsor's food service operation in sufficient time to allow the Sponsor to prepare and submit the claim for reimbursement to meet the 60-day submission deadline.

11. DELIVERY: FOB DESTINATION

Food Bank of the Rockies
10700 E. 45th Avenue
Denver, CO 80239

Boys and Girls Club – Craig (separate order every two weeks)
1324 E Highway 40
Craig, CO 81625

- a. Deliveries will be scheduled within the perishability window of each individual item for approximately weekly or monthly amounts listed on the Product List.
- b. All deliveries must be made during normal Sponsor's kitchen work hours (M-F 6am-1pm) and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The Vendor shall give the agency immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.

- c. Loss or damage that occurs during shipping, prior to the order being received by the agency, is the Vendor's responsibility. All orders should be properly packaged to prevent damage during shipping.

12. PAYMENT AND INVOICE PROVISIONS

All invoices **shall** be forwarded to:

Food Bank of the Rockies
Attn: Accounts Payable
10700 E. 45th Avenue
Denver, CO 80239

- a. FBR may not be invoiced in advance of delivery and acceptance of any commodity. Payment will be made only after the product has been received and accepted. Invoices must be itemized. Purchase Order Number should be referenced on each invoice.
- b. FBR is responsible for all contracts awarded.

Vendor Checklist

- ☐ Read all pages of IFB document.
- ☐ Complete and sign Vendor Information below.
- ☐ For each item, include a product cut sheet or other detailed product specification.
- ☐ Complete Official Bid Price Sheet with price per unit
- ☐ Provide all additional certifications and documentations
- ☐ Seal the above items in an envelope to be delivered by the bid opening time and date listed on page 2.

VENDOR INFORMATION

Company
Name: _____

Name
(type or print): _____ Title: _____

Address: _____

City: _____ State: _____ ZIP
Code: _____

Telephone
Number: _____ Fax
Number: _____

E-Mail
Address: _____

Signature: _____

Use Ink Only.

Business Designation
(check one):

Individual []

Partnership []

Sole Proprietorship []

Corporation []

Government/ Nonprofit []

Exhibit A. OFFICIAL BID PRICE SHEET

See attachment sent with IFB

14. RESERVATION

- a. This IFB does not commit FBR to award a contract(s), to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities or services.

15. CONDITIONS OF CONTRACT

- a. The successful bidder(s) shall at all times observe and comply with Federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder(s) shall indemnify and save harmless FBR and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

16. CHANGES IN PRODUCT OR AVAILABILITY:

- a. Should product quality or availability decline in any way, FBR reserves the right to put the item back out to bid.

17. DELEGATION AND/OR ASSIGNMENT

- a. The Vendor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of FBR. The Vendor shall not delegate any duties under this contract to a subcontractor unless FBR has given written consent to the delegation.

18. ACCEPTANCE STANDARDS

- a. Inspection and acceptance/rejection of product(s) shall be made within 5 days of receipt. FBR shall have the option to return any product(s) within the 5 day timeframe for any reason. Bid must include a "total satisfaction" return policy for all products and shall not impose any liability on FBR for such returns.

19. STANDARD TERMS AND CONDITIONS

- a. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by FBR.
- b. **ACCEPTANCE AND REJECTION:** FBR reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of FBR.
- c. **BID SUBMISSION:** Bids must be submitted to FBR on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
- d. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
- e. **QUANTITIES:** Quantities are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. FBR may order more or less than the estimated quantity.
- f. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on

other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. FBR reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

- g. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
- h. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to FBR. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination, they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
- i. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
- j. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
- k. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- l. **AWARD: Term Contract:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. **Firm Contract:** A written purchase order authorizing shipment will be furnished to the successful bidder.
- m. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
- n. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. FBR has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the Vendor.
- o. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of FBR. Delivery shall be made during Sponsor's kitchen work hours between 6am and 1pm, Monday through Friday unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
- p. **STORAGE:** FBR is responsible for storage if the contractor delivers within the time required and FBR cannot accept delivery.
- q. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet

specifications authorize FBR to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to FBR of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

- r. **VARIATION IN QUANTITY:** FBR assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- s. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities. Invoices must be sent to the "Invoice To" point shown on the purchase order.
- t. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold FBR harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- u. **ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- v. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and FBR have the right to pursue any other remedy permitted by law or in equity.
- w. **CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
- x. **MINORITY AND SMALL BUSINESS:** The contractor agrees to make good faith efforts to involve minorities and small business.
- y. **ACCESS:** Contractor will provide access by duly authorized representative of FBR State Agency, United States Department of Agriculture, or Comptroller General to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts.
- z. **RECORDS:** Contractor shall maintain all required records for three years after final payment and all other pending matters (audits) are closed for all negotiated contracts.
- aa. **Contractor agrees to maintain all applicable health certification and assure that all State and local regulations are being met in preparation and packaging of items.**
- bb. **Contractor will recognize mandatory standards/policies related to energy efficiency contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165)**
- cc. **Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C7401-7671q) and the federal Water Pollution Control Act as amended (33- U.S.C. 1251-1387)**
- dd. **Contractor will not participate in any way in acts of collusion.**
- ee. **Contractor has not been identified as having been excluded from receiving Federal Contracts (EPLS)**
- ff. **As outlined in 7 CFR Part 210.21(d), Contractor will, to the maximum extent practicable, purchase domestic commodities or products.**

AGREEMENT

Offeror certifies that the Vendor shall operate in accordance with all applicable state and federal regulations.

Offeror certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein.

Any additional negotiations and terms that are included in additional documents not included in the original approved IFB/contract must be added to this IFB/contract.

This Contract shall be in effect for one year and may be renewed by mutual agreement for up to four additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

ATTEST:

Name of Sponsor

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

ATTEST:

Name of Vendor

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

Exhibit B: Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

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

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Signature

Date

Instructions for Suspension And Debarment Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the 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 which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tiered 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 tiered covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from that 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 is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Exhibit C: ANTI-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Signed _____

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public (or Clerk or Judge) _____

My commission expires _____

Exhibit D: PROCUREMENT: CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

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 congress, or an employee of a member of congress in connection with the awarding of Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 any employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

By _____ Date _____
(Signature of Vendor's Authorized Representative)

Name (Print or Type) _____ Title _____

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 the 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 sub-awardee recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in item 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., Request for Proposal (RFP) number; Invitation for Bid (IFB) 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., "IFB-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 4 or 5.
10. (a) 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.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Exhibit E: DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352. Approved by OMB 0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-Awardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: 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: \$	
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <i>Federal Use Only:</i> </div> <div style="width: 35%; text-align: center;"> Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) </div> </div>	

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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 (0348-0046), Washington, D.C. 20503.