



West Indy Coop

Requests for Proposals:

Snack & Beverages for K12 Schools

2019-2020 School Year

PUBLIC OPENING: Tuesday, April 2, 2019 at 10:00 am

PROPOSALS DUE: Monday, April 1, 2019 at 5:00 PM

AWARDS MADE BY: Tuesday, April 23, 2019

March 11, 2019



To: K12 Distributors,

West Indy Cooperative (WIC) is a school food service cooperative in Indiana. WIC represents 96,000 students in Indiana. Please see the attached list for member districts. MSD of Decatur Township, MSD of Wayne Township, MSD of Lawrence Township, Roncalli High School and Mooresville Consolidate Schools comprise the Board of Directors for WIC. The Board of Directors will evaluate the proposals and make final decisions on behalf of our members.

Proposals are being sought for Snack & Beverages for K12 schools, with strong emphasis on Smart Snack compliant items, for the 2019-2020 school year. Pricing from market basket items must be held firm from July 1, 2019 through June 30, 2020. Upon mutual agreement of the Cooperative and the Vendor, the contract may be renewed annually for one (1) year, and annually up to four (4) additional years. The Vendor does have the ability to increase prices annually through the contract renewal process.

Proposals are to include the completed Procurement Certifications packet found in the Request for Proposals (RFP) email. No proposals shall be accepted by fax. The West Indy Cooperative Board of Directors reserves the right to waive irregularities and to reject any, all, or part of proposals.

An award will be made in writing to the winning vendor. The winning proposal will be recommended to each participating WIC member's school board for final approval.

WIC intends to create partnerships with Vendors and suppliers who are dedicated to the needs and concerns of school food service operators. Thank you in advance for your interest and support of this endeavor. We look forward to receiving your proposal.

SEALED PROPOSALS due by Monday, April 1, 2019:

Mail to:

Rogers K12 Consulting
364 Linden Ridge Trail
Greenwood, IN 46142
Attn: Katie Rogers

MUST SEND ELECTRONIC COPY by Tuesday, April 2, 2019:

bids@rogersk12consulting.com

PUBLIC OPENING will be on Tuesday, April 2, 2019 at 10:00 am:

MSD of Decatur Township
5275 Kentucky Avenue
Indianapolis, IN 46221

Sincerely,

Katie Rogers

West Indy Cooperative
Katie Rogers, WIC Administrator
Rogers K12 Consulting
(317) 714-9010
katie@rogersk12consulting.com

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, audiotape, 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.*

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Requests for Proposals
Snack & Beverages for K12 Schools 2019-20

ITEMS: Snack & Beverages for K12 Schools

TYPE OF BID: Request for Proposals (RFP)

PRICING: Market Basket pricing must be held FIRM

PERIOD: Effective July 1, 2019-June 30, 2020

PUBLIC OPENING: Tuesday, April 2, 2019 at 10:00 am
MSD of Decatur Township: Board Room
5275 Kentucky Avenue
Indianapolis, IN 46221

RFP DUE: Monday, April 1, 2019

Sealed Proposals Mail to:

Rogers K12 Consulting
364 Linden Ridge Trail
Greenwood, IN 46142

Electronic: bids@rogersk12consulting.com

CONTRACT SECTION 1
GENERAL RFP INFO AND CONTRACT REQUIREMENTS
Snack & Beverages for K12 Schools 2019-20

GENERAL RFP INFORMATION

Delivery of Proposals

Must Mail Sealed Proposal (no staples):

- Completed RFP Response Packet
- Market Basket Excel Form
- Procurement Certifications

Must Email:

- Completed RFP Response Packet
- Market Basket Excel Form
- Copy of Procurement Certifications

No proposals shall be altered or amended after the specified time for opening.

Open and Free Competition

All WIC procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with Title 7, *Code of Federal Regulations (7 CFR)* sections 3016 and 3019.

Acceptance of RFP Terms

A proposal submitted in response to the RFP shall constitute a binding offer. Acknowledgement of this condition shall be indicated by the autographic signature of the offeror or an officer of the offeror legally authorized to execute contractual obligations. It is assumed by the offeror's response that it acknowledges all terms and conditions of this invitation for an offer. An offeror shall identify clearly and thoroughly any variations between its proposal and WIC RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

Pricing

Pricing on Market Basket items, Form 2 in the RFP Response Packet, must be held firm July 1, 2019 through June 30, 2020. Upon mutual agreement of the Cooperative and the Vendor, the contract may be renewed annually for one (1) year, and annually up to four (4) additional years. WIC will request pricing from the Vendor by May 1st each year and a decision to renew the contract will be based on price fluctuations. The Vendor may change prices annually but prices must be held firm each year after submitting pricing.

Review and Awarding of Proposals

After the public opening of proposals, the awards are fully subject to the approval of the Governing Board of West Indy Cooperative's individual school districts Board of Educations. Lowest price and highest quality items will be the main factor in awarding the contract. The proposer acknowledges the right of WIC to reject any or all proposals as it deems it to be in the best interest WIC and to waive informality or irregularity in any proposal received. A Vendor may enter an alternate for any product on the proposal.

Purchase and Distribution of Contract Items

Upon award of the contract, the products will be purchased and paid for by the West Indy Cooperative member school.

Deliveries & Vehicles

All deliveries must be made in clean trucks. Trucks must be inspected on a regular basis for sanitation and temperature control. WIC reserves the right to ask for truck inspection reports.

Renewal

Upon mutual agreement of the cooperative and the Vendor, the contract may be renewed annually for one (1) year, and annually up to four (4) additional years.

New Products

New products approved by WIC through the product evaluation process shall be added to the contract at any time as long as competitive pricing is secured.

Testing/Review of Products:

WIC reserves the right to cut and evaluate products after the proposals are opened to assure, they select the highest quality items with the lowest price.

Exclusivity

WIC agrees to use the award-winning Vendor as the sole source of product to purchase. Unless, the product is of poor quality or the product is non-attainable.

Lines of Communications

As far as practical, all communications between WIC and Vendor (s) shall be in either electronic communications (e-mail) or writing.

Reports

Upon request by WIC, the Vendor will submit a report of all purchases made under this contract. The Vendor must respond within fifteen (15) working days of the request.

Cancellation:

Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

Termination:

West Indy Coop or individual member schools may terminate this contract at any time for any reason by giving at least thirty (30) days' notice in writing to the contractor. If the contract is terminated by WIC as provided herein, the contractor will be paid a fair payment as negotiated with WIC for the products delivered as of the date of termination.

Unresponsive Vendors:

Proposals from unresponsive vendors will not be accepted. Vendors having a history of inconsistent service and unreliability will not be considered by the West Indy Cooperative to be a responsible proposer.

Responsible Vendor:

The business must be a well-established, financially stable organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

Modifications

Modifications, additions, or changes to the terms and conditions of this RFP may be a cause for rejection of a proposal.

Piggyback Procurement & Growth

West Indy Cooperative authorizes new member districts to buy under the same terms and prices set forth in this contract. WIC anticipates a membership growth of 25% annually. Proposers should take into account this growth model when submitting a proposal.

Questions

Questions regarding this RFP shall be submitted IN WRITING (e-mail preferred) no less than ten (10) business days prior to the due date for proposals.

Protest Procedures:

Offeror's whose proposal has been timely filed and who is aggrieved by the award of a contract to another offeror may appeal the decision by filing a written notice of appeal. The notice must be filed within five (5) business days of the date of the award of Contract, exclusive of Saturdays, Sundays, and legal state holidays. The notice of appeal

must clearly and fully identify all issues being contested by reference to the page, and section of the solicitation document and/or award of Contract.

An appeal will be heard by the designated WIC Board Member unless the petitioner is not an aggrieved party, or a prior request by the same petitioner relating to the same contract award has been granted, or the request is capricious, frivolous, or without merit.

The burden of proof lies with the petitioner. The evidence presented must specifically address and be limited to one or more of the following:

1. Violation of State or Federal law;
2. Irregularities creating fundamental unfairness; or
3. Arbitrary or capricious award.

The appeal will be reviewed by the WIC Board Member who will provide a written response within ten (10) business days after hearing the appeal. If the appealing party is not satisfied with the response, the petitioner may appeal to the designated WIC Board Member's Board of Education for further review. Further review must be requested in writing, and must be received by the school's Board of Education within five (5) business days after the date of the WIC Board Member's response. The request for further review must state the reasons the WIC Board Member's response is being rejected.

The decision of the designated school board shall be in writing, and shall be the final decision on the matter.

General Indemnification

The Firm agrees to indemnify, defend and hold harmless WIC, its Participants, successors, employees and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of (I) the negligent acts or willful misconduct of the Firm and/or its officers, directors and employees, agents or subcontractors; (ii) any breach of the terms of this Agreement by the Firm; (iii) any violation of applicable State and/or Federal law, regulation, or requirement; or (iv) any breach of any representation or warranty by the Firm under this Agreement. The Firm agrees to notify WIC by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action or proceeding for which it may be entitled to indemnification under this Agreement.

Incurring Costs

WIC is not liable for any cost incurred by offerors prior to issuance of a procurement document.

CONTRACT REQUIREMENTS

This contract shall be governed in all respects --as to validity, construction, capacity, performance, or otherwise -- by the laws of the State of Indiana.

CIVIL RIGHTS ACT: Contractors providing services under the Request for Proposals herewith assure that they are conforming to the provisions of the Civil Rights Act of 1964 as amended.

NON-COLLUSION AFFIDAVIT: Proposers shall submit a non-collusion affidavit as prescribed by the Indiana Board of Accounts with the official RFP forms attached. The notary seal on the affidavit should be shaded with a pencil if the notary didn't use an ink stamp.

SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time or 30 days whichever is shorter, correction may be made by the buyer at Seller's expense.

FORCE MAJEURE: If by any reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement then such party shall give notice and full particulars of Force Majeure in writing to the other part within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as herein provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockout, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Indiana or any civil or military authority, insurrections, riots, epidemics, arrests, restraint of government and people, civil disturbances, explosions, acts of war, or any other causes no reasonably in the control of the party claiming such inability.

MODIFICATIONS: This contract can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

PUBLIC INFORMATION: West Indy Cooperative's Members consider all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Indiana Access to Public Records Act, after a contract is awarded. Respondents are hereby notified that West Indy Cooperative strictly adheres to all statutes, court decisions, and opinions of the Indiana Attorney General with respect to disclosure of RFP information. Any information deemed to be confidential by Respondent should be clearly noted

on the page(s) where confidential information is contained; however, West Indy Cooperative cannot guarantee that it will not be compelled to disclose all or part of any public record under the Indiana Access to Public Records Act, since information deemed to be confidential by Respondent may not be considered confidential under Indiana law.

BUY AMERICAN PROVISION: West Indy Cooperative's Members participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) are required by law to use nonprofit School Nutrition Program (SNP) funds, to the maximum extent practicable, to buy domestic commodities or products for meals served under the NSLP and SBP. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. The term substantially means that over fifty-one percent (51%) of the final processed product consists of agricultural commodities that were grown domestically.

HUB POLICY STATEMENT: West Indy Cooperative is wholly committed to developing, establishing, maintaining, and enhancing minority involvement in the total procurement process. It is the policy of West Indy Cooperative to involve qualified HUB and minority/women-owned businesses to the greatest extent feasible in the cooperative's procurement of goods, equipment, and services. WIC's contractors, suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remains the ultimate determining factor in contractor, subcontractor, vendor, service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with West Indy Cooperative shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity in procurement process.

WHOLE GRAIN RICH: In accordance with NSLP and NSBP regulations at 7 CFR Parts 210 and 220, foods that qualify as whole grain-rich for the NSLP are foods that contain 100 percent whole grain or contain a blend of whole-grain meal and/or flour and enriched meal and/or flour, of which at least fifty percent (50%) is whole grain. Whole grain-rich products must contain at least fifty percent (50%) whole-grains and the remaining grain, if any, must be enriched. If the first ingredient is not whole grain but there are multiple whole-grain ingredients in the product, manufacturers must complete a product formulation statement documenting the weight of the first (refined) grain ingredient and the total weight of the whole grains. When applicable, manufacturers should provide information on company letterhead with the following information: product name, product code, product ingredient statement, serving size, total weight of whole grain ingredients in product, weight of primary ingredient in product, weight of primary grain ingredient, company representative signature, printed name, title, email and date certifying all information is accurate.

NONDISCRIMINATION STATEMENT:

"In accordance with Federal law and the U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

"To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (866) 632-9992 (toll free), (800) 877-8339 (Federal Relay Service) or (800) 845-6136 (Spanish Speaking Assistance).

USDA is an equal opportunity provider and employer."

LUNSFORD ACT REQUIREMENT:

The Jessica Lunsford Act requires all contracted vendors who are permitted access on school grounds when students are present, who have direct contact with students, or have access to or control of school funds, to undergo a background check.

ASSURANCE OF ETHICAL PRACTICES:

Proposer must have a company policy of maintaining the highest level of professional and ethical standards in the conduct of its business. Proposer must place the highest importance on its reputation for honesty, integrity, and high ethical standards. This Policy should serve as a reaffirmation of the importance of the highest level of ethical conduct and standards for all employees within the company. Each employee who is materially involved in any of the company's documentation, billing or competitive practices has an obligation to familiarize himself or herself with all such applicable laws and regulations and to adhere at all times to the requirements thereof. Where any question or uncertainty regarding these requirements exists, it is incumbent on, and the obligation of, each employee to seek guidance from a knowledgeable officer of, or attorney for, the company.

GEOGRAPHICAL PREFERENCE:

(1) A School Food Authority (SFA) participating in the USDA Meal Programs may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the SFA has the discretion to determine the local area to which the geographic preference option will be applied;

(2) For the purpose of applying the optional geographic procurement preference in paragraph (g)(1) of this section, "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.

REQUIRED CONTRACT PROVISIONS

All Proposers shall be in compliance with the following applicable provisions or conditions as mandated by the Office of Federal Procurement Policy, United States Department of Agriculture (USDA) and/or the Indiana Department of Education:

- **Equal Employment Opportunity**—All contracts shall contain a provision requiring compliance 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.
- **Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)**—All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), 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”). The Act provides that each contractor or subrecipient shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by the Department of Labor regulations (29 CFR Part 5).
- **Davis-Bacon Act**, as amended (40 U.S.C. 276a to a-7)—When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)**—Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107

of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- **Rights to Inventions Made Under a Contract or Agreement**—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- **Clean Air Act (42 U.S.C. 7401 et. seq.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)—Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- **Debarment and Suspension** (E.O.s 12549 and 12689)—All parties doing business with the Department of Agriculture should consult the Department's regulations for debarment and suspension found at 7 CFR 3017. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or

Non-procurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

- **Solid Waste Disposal Act** A Non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- **Energy Policy and Conservation Act Statement** Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).
- **Remedy for Non-Performance/ Termination of Contract**
 - a) Termination -WIC reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by the SFA for such Goods or Services, but in no event, shall Vendor be entitled to recover loss of profits.
 - b) In the event that either the Vendor or the SFA defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

- **RECORD RETENTION AND ACCESS CLAUSE**

The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the School Food Authority throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later.

Records to be maintained include both financial records and service records.

The Contractor shall permit the Auditor of the State of Indiana or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the School Food Authority reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

- **TERMS OF PAYMENT**

Terms of payment to the Contractor will be in accordance with the terms of the Contract based on invoices submitted to and approved by the member school district. Invoices shall be fully documented in accordance with the Contract. No payments shall be made on invoices not listing an invoice number. Payments will be made in accordance with each member districts payment policy. Invoices must reflect only the amount due for that portion of the services performed, materials furnished for the period covered by each invoice. Contractor agrees to waive any/all interest charges on overdue invoices.

Contractor agrees to never add a fuel charge to invoices.

