

# Invitation for Bids Food Distribution May 20, 2026

Wallace Stegner Academy (herein referred to as WSA) is seeking food service distributors to service the Child Nutrition Program.

Bids are due no later than 1:00 pm, Wednesday June 15, 2026, and they must be submitted via email to [dhirst@wsacharter.org](mailto:dhirst@wsacharter.org). For questions, requests to visit school sites, or to submit a bid please contact:

Dave Hirst  
Director Of Food Service and Wellness  
Wallace Stegner Academy  
160 W 2525 N  
Sunset, UT 84015  
[dhirst@wsacharter.org](mailto:dhirst@wsacharter.org)

## **Bid Contract Details -**

“You”, “Company”, “Seller” all reference the company that we are purchasing from.

“We”, “Us”, “WSA all reference Wallace Stegner Academy.

WSA reserves the right to reject any and all bids, or parts of bids, when it is judged to be in the best interest of the school.

WSA will operate, for the 2026/27 school year, 5 full-service kitchens totaling over 3300 students. All schools serve breakfast, Lunch and Dinner.

***The goods that are the subject of this RFP are for the Salt Lake City campus located at 980 S. Bending River Rd., Salt Lake City, Utah 84104; the Sunset campus located at 160 W. 2525 N., Sunset, UT 84015; the Kearns campus located at 4590 S. 5600 W., West Valley City, UT 84120; and the West Valley campus located at 2671 S. Stegner Way, West Valley City, 84120.***

## **A. Scope of Services**

The bid winners for items shall agree to contract with WSA to provide the following:

1. Arrive between the hours of 7 am and 10:30 am.
2. Provide CN labeled products and nutritional information for products as required by USDA and other state and local rules for administration of the National School Lunch and National School Breakfast Programs.
3. Provide two deliveries per week to each of the school sites, Monday and Thursday, unless it falls on a holiday.

## **Distributor Qualifications**

1. Company is in good standing with the USDA and State of Utah

2. Company operating with HACCP standards or similar food safety plan
3. Knowledge of National School Lunch Program and other Child Nutrition Programs
4. Significant successful experience in marketing and sales to schools and child nutrition programs
5. Can deliver between the hours of 7 am and 10:30 am, Monday thru Friday
6. Orders can be placed via online, in person or via email, text to sales person, with a backup sales person in place
7. Seller must submit all required certifications attached to this solicitation.
8. Seller will comply with applicable federal law, including but not limited to the following (must sign and submit **Exhibit B** and **Exhibit C** with bid):
  - a. Contract provisions as required in Appendix II to 2 CRF 200 (In Public Files)
  - b. 2 CFR parts 200.318-326 General Procurement Requirements
  - c. 7 CFR 210.21(D) AND 220.16(D): Buy American provisions for school meal programs
  - d. Federal code 7 CFR 215.14a, 225.17, 226.22 and 250.4(d)
  - e. Federal code 7 CFR 210.19-21 additional responsibilities
  - f. Record Retention (2 CFR 200.334)
  - g. Access to Records (2 CFR 200.337)
  - h. Civil Rights Assurance (USDA FNS Instruction 113-1)
  - i. Rights to Inventions made under a contract or agreement, (if applicable)
  - j. Contract provision as required in 7 CFR 250.17- Buy American to maximum extent possible.
  - k. Equal Employment Opportunity 41 CFR part 60.
  - l. Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708.
  - m. Clean Air Act 42 U.S.C. 7401-7671q and Federal Water Pollution Control Act 33 U.S.C. 1251-1387.
  - n. Executive order requirement to follow the State Energy Policy and Conservation Act PL 94-165.
  - o. Executive Order 11738 Compliance: Vendor must comply with Executive Order 11738 (see EPA EO 11738) for all USDA procurements.
  - p. EPA Regulations and Environmental Violations: Vendor must comply with Environmental Protection Agency regulations (40 CFR Part 15, et seq.; see EPA CFR) for all USDA

procurements. Any environmental violations must be reported to USDA and the U.S. EPA Assistant Administrator for Enforcement. Vendor shall not use facilities listed on the EPA's List of Violating Facilities.

q. Contract provisions as required in 7 CFR 250.30 for all USDA Commodity Processing contracts.

r. Contract provisions as required in 7 CFR 250.31 – NOI state value pass through method.

#### **Fee Schedule**

1. Bids should include a complete schedule of all fees charged (Fuel surcharge, Late payment fee, USDA Commodity markup, etc.) in addition to the cost of the goods sold
2. Payment terms no less than net 28 days

#### **Terms of Contract**

1. The contract period for the bid will be for the 2026-27 school year, July 1, 2026, to June 30, 2027, with the option to renew yearly with price updates coming as needed during the year.
2. The Seller must agree to the Standard Terms and Conditions for Child Nutrition Program Contracts set forth in **Exhibit A**.
3. If a price change happens, the Seller will provide the bid master, Dave Hirst, with 30 days' notice of the price change. WSA reserves the right to accept the new price or reject and re-bid the item(s) fully.
4. Late deliveries can be fined \$10.00 per occurrence and deducted from the invoice for the delivery that was late. Blocking carpool lanes or running over any traffic cones will result in a \$75 fine that will be deducted from the invoice for the associated delivery (a picture will accompany to invoice to the vendor).

#### **E. Market Basket Bid Items**

1. Items marked with \* will be commodity items and when our commodity stock runs out we will switch to the commercial product. Bid these items knowing that the discounted price needs to be applied for the commodity product with the deductions listed on the bill.
2. If WSA must draw pounds or product through distribution, we require the vendor to work with the broker and USDA to help draw down those pounds in an acceptable time frame.

#### **F. Evaluation and Award Process**

1. We will be awarding this bid line by line, based on price and quality. In our agreement when awarding this bid, we will break the winning bids up and send out the winning list, by company and the winning bid price. An awarded final bid can be requested after Aug 1, 2026, when all paperwork will be finalized for this bid. A full collection of all awarded product and prices will be compiled together.
2. If you will not carry an item, **do not** bid the item. We are putting these items out to bid, saying we will purchase, we intend to purchase them, if you bid and are awarded and then do not carry, we reserve the right to un-award the winning bid item(s) and go elsewhere.
3. We reserve the right to pull or stop ordering an item and rebid for another brand if there is a recall issued, negative publicity, and/or there is any major change to the marketing or representation of a product or brand. Vendors must provide their recall plans and two points of contact.

### **G. Selection Criteria**

1. Dry Good items will be based on price; Paper goods will be awarded based on price, Freezer & Cooler items will be awarded based on, Price, Taste and ability to have items stocked.
2. Items noted, a sample must be submitted to Dave Hirst.

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

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

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

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

## Exhibit A

### Standard Terms and Conditions for Child Nutrition Program Contracts

The School and the Vendor are parties to an agreement pursuant to which the Vendor will provide products and/or services to the School, some of which will be products and/or services related to the School's child nutrition program (the "Agreement"). The School requires these terms and conditions to be part of any agreement related to its child nutrition program. The parties therefore agree to add these terms and conditions to the Agreement and to make these terms and conditions applicable to any part of the Agreement for which products and/or services provided under the Agreement are paid for with federal child nutrition program funds. In the event of any conflict between the terms of the Agreement and these terms and conditions, the provisions of these terms and conditions will govern.

1. **Terms and Conditions.** The Vendor must be fully acquainted with the terms and conditions relating to the performance of the Agreement. Failure of the Vendor to be familiar with existing conditions shall in no way relieve the Vendor of its obligation with respect to these terms and conditions of the Agreement.
2. **Mutual Termination of the Agreement.** The parties may mutually agree to terminate the Agreement on an agreed-upon date before the end of the term of the Agreement without penalty to either party.
3. **Non-Performance of Agreement and Termination.**
  - a. The Agreement may be terminated in whole or in part by either party in the event of failure by the other party to fulfill its obligations under the Agreement through no fault of the terminating party.
  - b. The School may terminate the Agreement immediately upon written notice to the Vendor if the Vendor becomes the subject of a proceeding under state or federal law for the relief of debtors or if an assignment is made for the benefit of creditors, or if the Vendor loses its license or other ability to provide the required products and/or services, or if the Vendor takes any action that violates any applicable laws (including, but not limited to, state and federal law governing the NSLP/SBP).
  - c. Any termination of the Agreement resulting from any cause other than a Force Majeure event will be deemed a valid reason for not considering any future proposal or bid from the defaulting Vendor.
4. **Termination for Convenience.** The School may terminate the Agreement prior to the expiration of the term without cause and without penalty upon thirty (30) days written notice to the Vendor.
5. **Final Payments.** Upon any termination of the Agreement, the School will pay for all acceptable products and/or services received from the Vendor up to the effective date of the termination. The Vendor shall submit all required reports and other information to the School.
6. **Breach of the Agreement and Remedies.** If the Vendor fails to comply with any of the terms and conditions of the Agreement, the School may send the Vendor a ten (10) business day Notice to Cure the defect or breach. During the ten-day period, the parties may meet and confer to discuss the resolution of the defect or breach.

If there is not a satisfactory resolution at the end of the ten-day period, the School may immediately cancel all or any part of an order. Such cancellation shall not be deemed a waiver by the School of any rights or remedies for any breach of the Agreement by the Vendor. The School reserves all rights and remedies provided by statute or common law in the event of such breach. Without limiting the foregoing, the School may, at its option, require the Vendor to repair or replace, at the Vendor's expense, any products that caused the breach.

In the event of nonconformity, the School may cancel the Agreement or place any products on the open market after due notice and recover from the Vendor the anticipated difference between the market price at the time of replacement and the agreement price.

The School's remedies are cumulative and additional to any other remedies provided by law. No waiver of any breach shall constitute a waiver of any other breach.

7. **Debarment.** The Vendor certifies that it is not presently nor has it ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. The Vendor must notify the School within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Agreement.

8. **State and Federally Required Contractual Provisions.** The Vendor must have obtained, and will continue to maintain during the entire term of the Agreement, all permits, approvals or licenses necessary for lawful performance of its obligations under the Agreement. In addition, the Vendor is responsible to abide by all applicable federal and state laws and policies, as applicable, when providing products and/or services under the Agreement.

9. **Equal Employment Opportunity.** The 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.

10. **Labor, Safety Standards, and Civil Rights Laws.** The Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, safety standards, and conditions of employment, including but not limited to 40 U.S.C. 3701-3708. In connection with the Vendor's performance of work under the Agreement, the Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, citizenship status, or disability. The 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.

11. **Clean Air Act and Federal Water Pollution Control Act.** The Vendor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 USC 7401-7671q, and the Federal Water Pollution Control Act as amended, 33 USC 1251-1387. The Vendor must report violations to the School and to the relevant federal or state agency as appropriate.

12. **Buy American.**

a. The Vendor will comply with the Buy American requirement, which dictates that school food authorities participating in the federal school meal programs are required to purchase domestic commodities and products for meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the U.S., 7 CFR 210.21, 220.16, and 250.23.

b. Exceptions to the Buy American requirement should only be used as a last resort. An alternative or exception may be approved by the School upon the Vendor's request. To be considered for the alternative or exception, the request must be submitted in writing to the School's designated official a minimum of seven (7) days in advance of delivery. The request must include:

(1) For an alternative, a description of the alternative substitutes that are domestic and meet the required specifications:

(i) Price of the domestic food alternative substitutes; and

(ii) Availability of the domestic alternative substitutes in relation to the quantity ordered; and

(2) For an exception to the Buy American requirement, the reason for the exception, including limited availability, lack of availability, or price (include price):

(i) Price of the domestic food product; and

(ii) Price of the non-domestic product that meets the required specification of the domestic product.

13. **Food Laws.** The 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.

14. **Lobbying Certification.** The Vendor certifies that it has not and will not use 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 USC 1352.

15. **Records.** The Vendor and the School will retain all required records for a period of at least three (3) years after the School makes final payment and all other pending matters are closed, including any ongoing audits or the end of the fiscal year to which they pertain, whichever is greater. Upon request, the Vendor will make all accounts and records pertaining to the Agreement available to the certified public accountant hired by the School, representatives of the USBE, USDA, and the Office of Inspector General (OIG) for audits or administrative reviews at a reasonable time and place.

16. **Small and Minority Business.** The Vendor will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible in fulfilling the Agreement.

17. **Force Majeure.** Neither party shall be liable in damages or have the right to terminate the Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

18. **Waiver.** No claims or rights arising out of a breach of the Agreement can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by the aggrieved party.

**[Insert name of school here]**, a Utah non-profit corporation

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Name:

Title:

**[Insert name of vendor here]**

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Name:

Title:

**Exhibit B**

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower-Tier Transaction**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 200 Appendix II (I). 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 USDA agency with which this transaction originated.

**(Before completing certification, read instructions on next page.)**

1. The prospective lower-tier participant certifies, by submission of this bid, that neither it nor its principals are 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 bid.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project Name

\_\_\_\_\_  
Name(s) and Titles of Authorized Representative(s)

\_\_\_\_\_  
Signatures

\_\_\_\_\_  
Date

## INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page 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 bid 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 “transaction”, “debarred”, “suspended”, “ineligible”, “lower-tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “bid”, 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 bid 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 he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions*, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the 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.
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**

**LOBBYING CERTIFICATION**

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 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 and officer or employee of any agency, a Member of Congress, an officer or employee of 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 covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name/Address of Organization

\_\_\_\_\_  
Name/Title of Submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date