



KANSAS CITY KANSAS PUBLIC SCHOOLS / USD 500

PURCHASING OFFICE | 2010 N. 59TH STREET | ROOM 370 \ KANSAS CITY, KS 66104

WEB SITE: WWW.KCKPS.ORG/PURCHASING

TEMPORARY STAFFING SERVICES NUTRITIONAL SERVICES DEPARTMENT

BID NO: **IFB 22-011** **ISSUE DATE:** **April 6, 2022**

Kansas City Kansas Public Schools will receive sealed bids, on this form at the Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, KS 66104 until **2:00 PM, May 13, 2022**, at which time bids received will be publicly opened and read, all in accordance with bid instructions, specifications and/or bid conditions attached hereto or as shown below.

Contact/Technical Contact:

Wayne C. Correll, Director of Purchasing | (913) 279-2270 | eMail: wayne.correll@kckps.org

BID INSTRUCTIONS:

FAXED BIDS WILL NOT BE ACCEPTED / EMAILED BIDS WILL NOT BE ACCEPTED.

Per attached specifications listed in this invitation to bid. Bidders must specify unit price on services/rates/deliverables on the Bid Form or bid may be determined to be non-responsive.

- Award will be to ONE vendor.
- The District reserves the right to reject any or all bids, to waive any informalities, irregularities or technical defects in bids, and unless otherwise specified by the District to accept any item or groups of items in the bid, as may be in the best interest of the District.
- Bid may not be considered if a service charge, minimum dollar or minimum quantity order is applied.
- The outcome of this bid will be posted on the District's Purchasing site www.kckps.org/purchasing under Awards Section and will include a bid tabulation/summary.
- Bidder shall acknowledge all addenda for this bid and include the form acknowledgements with their bid.

STANDARD TERMS & CONDITIONS

1. SCOPE:

The following terms and conditions shall prevail unless otherwise modified by Unified School District #500 (U.S.D. #500) within this "Request for Proposal" document. U.S.D. #500 reserves the right to reject any bid which takes exception to these terms and conditions.

2. DEFINITIONS AS USED HEREIN:

- a. The term "Invitation to Bid" (IFB) means a solicitation of a formal sealed bid to furnish and deliver food and supply products.
- b. The term "Bidder" means the offerer or vendor submitting a "proposal to Furnish and Deliver Food and Supply Products".
- c. The term "bid" means the price proposed by the bidder.
- d. The term "U.S.D. #500" means Unified School District No. 500.
- e. The term "Board of Education" or "BOE" means the governing body of Unified School District No. 500
- f. The term "Supplier" means the successful bidder.
- g. The term "NSO" refers to the Nutritional Services Office of U.S.D 500, whose business address is 5604 State Avenue, Kansas City, KS 66102.
- h. The term "facility" and "unit" refer to the District's nineteen (19) production kitchens.
- i. The term "District" refers to U.S. D. #500

3. COMPLETING BID:

Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and/or erasures must be initialed. The authorized bidder must provide signature on form provided and all required information must be provided at the proposal's submission.

4. CONFIDENTIALITY OF BID INFORMATION:

Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the proposal prior to its opening. Supporting document(s) and/or descriptive literature may be submitted with the proposal or in/under a separate envelope clearly labeled "Literature Supporting Proposal to Furnish and Deliver Food and Supply Products". Do NOT indicate bid prices on this literature.

5. ACCURACY OF BID:

Each bid is publicly opened and is made part of the public record of the District. Therefore, it is necessary that any and all information presented is accurate in that the successful bidder will be bound to the terms of the contract. If there is a discrepancy between the unit price and extended total on the proposal's Market Basket document (Attachment A), the unit price will prevail.

6. SUBMISSION OF BID:

Bids are to be sealed and submitted to:

Director of Purchasing
2010 N. 59th Street, Room 370
Kansas City, Kansas 66104

Prior to bid opening.

7. ADDENDUM:

All changes in connection with this RFP will be issued by the Director of Nutritional Services or Purchasing in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the proposal.

8. LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:

Proposals received after the deadline designated in this IFB document shall not be considered and shall be returned unopened.

9. PROPOSAL'S BINDING:

All proposals submitted and accepted by the District shall be binding upon the bidder within sixty (60) days of the proposal's acceptance.

10. EQUIVALENT BIDS:

Intentionally Omitted

11. NEW MATERIALS, SUPPLIES OR EQUIPMENT:

Intentionally Omitted

12. WARRANTY:

Supplies or services furnished as a result of this proposal shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the District by any other clause of this proposal, the District reserves the right to request from bidders a separate manufacturer certification of all statements made in the proposal.

13. METHOD OF AWARD AND NOTIFICATION:

Bids will be analyzed, and the award made to the lowest and best, responsive, and responsible bidder(s) whose proposal conforms to specifications and whose proposal is considered to be the best value in the opinion of The District. The District reserves the right to reject any or all proposals and any part of a proposal; to waive informalities, technical defects, and minor irregularities in proposals received; and to award the bid on a item by item basis, by specified groups of items or to consider bids submitted on an "all or nothing" basis if the proposal is clearly designed as such or when it is determined to be in the best interest of the District.

14. CREDIT TERMS:

Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.

15: SELLERS INVOICE:

Invoices shall be prepared and submitted in duplicate to designated facilities at time of delivery. Separate invoices are required for each delivery. Invoices shall contain the following information: facility account number and name, item number, invoice number, brand and description of supplies or services, pack size, quantity, unit price, extended totals and total charge.

16. TAX EXEMPT:

The District is exempt from Federal, State and local taxes by #KSF2LEKBLQ. Sites of all transactions under the order(s) that shall be derived from this IFB are to be deemed to have been accomplished within the State of Kansas.

17. SAFETY:

All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

18. DISCLAIMER OR LIABILITY:

The District will not hold harmless or indemnify any supplier for any liability whatsoever.

19. HOLD HARMLESS:

The contractor agrees to protect, defend, indemnify and hold the BOE, its officers, employees and agents free and harmless from and against all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Supplier further agrees to investigate, respond to, provide defense for and defend any such claims, etc. at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

20. LAW GOVERNING:

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

21. ANTI-DISCRIMINATION CLAUSE:

No respondent to this RFP shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

22. DOCUMENT PREPARATION:

The proposal response shall not contain any material alterative or erasure (KSA 75-3740). No erasures, "whiteouts" or other changes shall appear on the proposed bid forms, as these are grounds for rejection of bid proposal.

23. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR [180.220](#)) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part [1986](#) Comp., p. 189) and 12689 (3 CFR Part [1989](#) Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Debarment document must be signed and included in bid documents.

24. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))

Contractors that apply or bid for an award of \$100,000 or more must 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 must 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 non-Federal award.

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 satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity 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.

DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS.

1. GENERAL:

The Board of Education of U.S.D. #500, hereinafter referred to as "District", proposes to contract with an organization or individual, hereinafter referred to as "Supplier", whereby the Supplier will furnish and deliver food and supply products to the production kitchens of the District.

Attached is the Invitation to Bid (IFB) to be used for the submission of information requested herein. The RFP Form must be sealed and clearly addressed to the Purchasing Manager, 2010 N. 59th Street, Kansas City, Kansas 66104. The sealed envelope must be clearly marked "Proposal to Furnish and Deliver Food & Supply Products" and received no later than the bid due date.

2. AGENCY DESCRIPTION:

The District operates forty-eight (48) kitchens which provide breakfast and lunch to approximately 22,000 students daily.

3. CONTRACT SCOPE:

This contract is intended to cover Temporary Staffing. Temporary Staffing needs could be up to and exceed sixty (60) per day. Volume of needs will vary and communication of needs will occur regularly.

4. CONTRACT PERIOD:

The contract shall be effective from **July 1, 2022** through **June 30, 2023**. The contract may be renewed by the District up to 4 consecutive years.

5. CONTRACT TERMINATION:

This agreement may be terminated at any time by the District upon sixty (60) calendar days written notice should the District determine that it is not in its best interest to continue the contract and/or the Supplier is not performing within the provisions and intent of this agreement.

This agreement may be terminated by the Supplier with (60) days written notice for failure by the District to comply with contract terms. Upon receipt of the termination notice, the District shall have twenty (20) days to correct non-compliance issues. If compliance is achieved, the Supplier shall cancel the termination notice.

6. CONTRACT IMPLEMENTATION:

District needs for temporary staffing will begin early August each year.

7. AUDITING:

Throughout the life of the contract, the District reserves the right to conduct audits a maximum of two (2) times per contract year. A maximum of thirty (30) items will be reviewed per audit. Audits shall verify that costs and amounts invoiced are in accordance with the terms of this agreement. Such audits

will not unreasonably interfere with the conduct of the Supplier's business. The Supplier shall promptly reimburse the District for any and all overcharges disclosed by any such audit.

8. WORK STOPPAGES:

The bidder guarantees delivery to the District regardless of any organized work stoppages.

9. INVOICES:

A. All orders will be accompanied by an itemized invoice, in duplicate, including the facility account number and name, invoice number, unit price, extended totals and total charge.

10. SERVICE:

A. ACCOUNT REPRESENTATIVE:

The Supplier will have an account representative assigned to the District. The District prefers the representative have prior food service experience. The District expects to have regular "on site" contact with this representative. When necessary, the District further expects a two (2) hour "on site" response time from the representative, 8:00 a.m. to 5:00 p.m., Monday through Friday.

The Account Representative will provide the following services:

1. Regularly communicate with the District's representatives.
2. At the start of the contract, and thereafter at the start of each contract term, the representative shall participate in regular, weekly and/or monthly, meetings with Director and/or Supervisors of Nutritional Services to discuss areas of concern.
3. Resolve the District's complaints and inquiries.

11. TOLL FREE NUMBER:

The Supplier shall provide a toll-free telephone number for the District's use in contacting the Supplier's personnel. If a fax number is provided, it must also be toll free.

12. ELECTRONIC MAIL:

The District prefers the Supplier's account representative be capable of receiving and transmitting electronic mail to each facility and NSO.

13. PAYMENT:

Payment is processed using the paperwork (invoice) provided at the time of delivery. Statements of purchase must be provided by the Supplier monthly which will be used by the NSO to reconcile expenditures.

The District will not incur late charges or other charges due to the timing of payments through the board process.

14. BACKGROUND CHECK

Temporary Staffing associates will be required to have an approved local background check before reporting for duty. Background checks must be conducted by the supplier and submitted to the District for review prior to reporting for duty. All background checks must be without findings. A background check with findings may be submitted for review.

15. DRUG AND ALCOHOL TEST

Temporary Staffing associates will be required to pass a drug and alcohol test prior to reporting to duty. The 5 Panel Drug and Alcohol Test results must be submitted and reviewed prior to reporting for duty. The District can request Drug and Alcohol Test "For Cause" at any time.

16. TEMPORARY STAFFING JOB DUTIES

Job duties of the Temporary Staffing position include but are not limited: food preparation, meal service, cleaning and sanitizing, laundry, lifting, bending, stooping and pushing, food safety, food quality, and adherence to all district, local, state and federal policies and procedures.

17. BILL RATE

The billing rate includes all wages, worker's compensation premiums, unemployment insurance, payroll taxes, background check, drug and alcohol tests, and all other employer burdens, recruiting, administration, payroll funding, liability insurance and all other costs.

18. BILLABLE TIME

Billable time begins at the time the Temporary Staffing associate reports to the workplace. There are no minimum billing periods.

19. HIRING TEMPORARY STAFFING ASSOCIATES

The district may hire a Temporary Staffing associate after they have completed five hundred (500) work hours or seventy (70) days of billing, whichever is greater.

BIDDER'S CHECKLIST

*This form is to be completed by vendor and must accompany each copy of the submitted proposal.

	1. Proposal to Furnish & Deliver Temporary Staffing Associates, five (5) copies.
	2. Completed and Signed Signature Form with each copy of submitted proposal, five (5) copies.
	3. Proposed Bill Rate and Pay Rate, five (5) copies.
	4. References from 3 Customers, five (5) copies.

DATE: _____

COMPANY: _____

SIGNATURE: _____

TITLE: _____

Purchasing Manager Received on Date: _____

BID FORM

Proposed Bill Rate and Pay Rate

Contract Year	Bill Rate	Pay Rate
2022-23	\$	\$
2023-24	\$	\$
2024-25	\$	\$
2025-26	\$	\$
2026-27	\$	\$