



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

PRODUCE VENDOR

SPRING SEMESTER 2020/2021 SCHOOL YEAR

BID No: **IFB 20-021** **ISSUE DATE:** **October 15, 2020**

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., November 20, 2020**, 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

BID INSTRUCTIONS:

Kansas City Kansas Public Schools is temporarily accepting bids via email. No Faxed Bids will be accepted.

Until further notice, the Purchasing Office of the Kansas City Kansas Public Schools is closed to the public as a result of the COVID-19 crisis. All public bid openings will be conducted via video conference call.

During this time all bids are to be submitted via UPS, FedEx or emailed to wayne.correll@kckps.org. All bids submitted must be received by the Purchasing Office by the specific bid closing date and time of 2:00PM Central Time. If emailed, it is the responsibility of the 'bidder' to ensure the bid date and time is met. FedEx and UPS currently deliver directly to the Central Office of the Kansas City Kansas Public Schools. Bids are not considered received until they are date and time stamped in the Purchasing Office. The Purchasing Office will not be responsible for late deliveries.

For questions regarding confirmation that your bid has been received by the Purchasing Office, please email Wayne Correll at wayne.correll@kckps.org.

The Public Bid Opening for this solicitation shall be opened in public via Zoom Video Conference Call at the hour stated in the notice at the below number:

KCKPS Purchasing Department is inviting you to a scheduled Zoom meeting

Topic: IFB 20-021 Produce Vendor - Spring Semester 2020/2021 SY (Spring Semester)
Time: Nov 20, 2020 02:00 PM Central Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/88401468800?pwd=WFVxeG0wVmg0WnBHTkYzU0JDUmVUUT09>

Meeting ID: 884 0146 8800
Passcode: 091336

One tap mobile
+13462487799,,88401468800# US (Houston)
+16699006833,,88401468800# US (San Jose)

Dial by your location
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Germantown)

Meeting ID: 884 0146 8800

Find your local number: <https://us02web.zoom.us/j/kePegHly6>

A bid tabulation will be provided in response to an emailed request to wayne.correll@kckps.org.

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.

- Pricing shall be FOB Kansas City, KS (All freight and fuel charges must be included in the bid price) delivered to the Nutritional Services Warehouse, 5604 State Avenue, Kansas City, KS 66102 or to buildings located within the boundaries of the school district. Please respond according to the quantities requested.
- Award will be to ONE vendor.
- Please indicate any commodities your firm is offering that do not meet the written specifications and attach literature for the solution that your firm is offering. Please be advised that samples/demonstrations may be required prior to the awarding of the bid.

Please quote all options called for in this bid quote as minimum requirements.

- 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.
- Time (days, weeks, etc.) required for delivery is a significant consideration with respect to this award process. The time required for delivery must be indicated in the space provided or your bid may be found non-responsive and may not be considered.
- Bid shall include copies of pertinent warranty information pertaining to the product or service offered. The bidder agrees that equipment furnished under any resultant purchase order issued by Kansas City Kansas Public Schools shall be covered by commercial warranties the contractor gives to any customer for such supplies. All warranty information and certificates shall be furnished and become the property of the District upon delivery and acceptance of said items and/or the contractor must honor services and all rights and remedies stated in the warranties.
- All items are new manufacture unless otherwise specifically stated in this bid.
- All products must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles or items having defective workmanship are included.
- 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.

INCLEMENT WEATHER OR EMERGENCY

IF THERE IS A BUILDING CLOSING THE DAY OF THE OPENING OF PROPOSALS DUE TO INCLEMENT WEATHER OR AN EMERGENCY, THE OPENING OF PROPOSALS WILL OCCUR AT 2:00PM (CENTRAL) THE NEXT BUSINESS DAY THE DISTRICT IS OPEN.

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:

Submit by email to wayne.correll@kckps.org, or at the Vendor Registry portal at: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=c00af89d-f6af-4f0e-b823-f145c898cc06>

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:

When brand or trade names are used in this RFP, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "ONLY" or "NO SUBSTITUTES". Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be supplied at no charge to the school district.

11. NEW MATERIALS, SUPPLIES OR EQUIPMENT:

Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, and suitable for their intended purpose. All equipment shall be assembled and fully services, ready for operation when delivered.

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. DELIVERY TERMS:

All deliveries shall be F.O.B. (Free on Board). Destination and all freight charges shall be included in the bid price.

15. DAMAGED AND/OR LATE SHIPMENTS:

The District has no obligation to accept damaged shipments and reserves the right to return at the Supplier's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the item(s). The Supplier is responsible to notify NSO of any late or delayed shipments. NSO reserves the right to cancel all or any part of an order if the shipment is not made as requested.

16. 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.

17: 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.

18. 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.

19. 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.

20. DISCLAIMER OR LIABILITY:

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

21. 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.

22. LAW GOVERNING:

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

23. 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.

24. DOCUMENT PREPARATION:

The proposal response shall not contain any material alteration 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.

24. Buy American

All products purchased through the Prime Vendor will be American made unless a foreign product is 10%, or more, less expensive. All products shall be American made, unless specifically requested by the Produce Vendor to the Director of Nutritional Services with supporting documentation.

25. 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.

26. 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 twenty-eight (28) production kitchens which provide breakfast and lunch to approximately 23,000 students daily and a-la-carte items to approximately 6,000 secondary level students daily. District average daily participation (ADP) for breakfast is ~14,000 and lunch is ~18,000. District schools are traditionally open from late August until late May. Additionally, the District provides a meal service during the summer months for summer schools and community feeding sites.

3. CONTRACT SCOPE:

This contract is intended to cover fresh produce.

4. CONTRACT PERIOD:

The contract shall be effective from **January 1, 2021** through **June 30, 2021**.

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:

Deliveries to the District will begin January 1. It is understood that the District will have excess inventory to deplete, valued at approximately \$10,000. Volume of the contract will be less than normal during the first few weeks while inventory is used.

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. USAGE ESTIMATES:

NSO will provide to Supplier estimated product quantities are intended only as a useful guide, and do not imply guarantee on the part of the District to purchase stated quantity as a minimum or maximum.

10. ORDERING SCHEDULE:

Orders will be available to Supplier by 2:00 p.m. on weekdays two (2) days prior to delivery. See Appendix A

<u>Orders Available</u>	<u>For Delivery</u>
Friday-----	>Monday
Monday-----	>Tuesday
Tuesday-----	>Wednesday
Wednesday-----	>Thursday
Thursday-----	>Friday

11. SUBSTITUTIONS OR SHORTAGES:

The Supplier’s account representative shall contact the District’s representative by 1:30 p.m. the weekday prior to delivery to discuss any shortages on the next day’s delivery and any substitutions that need to be made. Substitutions will not be made without the District’s prior approval.

12. REQUEST FOR PICK-UP:

Supplier is responsible for arranging pick-up of requested products within 5 (five) working days of original delivery.

13. ADD/CUT SCHEDULE:

The District's representative(s) shall contact the Supplier by 12:00 p.m. (noon) the weekday prior to delivery to request an addition, reduction or change to the next day's delivery.

14. EMERGENCY ORDERS/DELIVERIES:

The Supplier must be able to handle emergencies as they arise due to circumstances beyond the District's control. (Examples: school closings due to inclement weather; non-operable freezer and/or refrigeration equipment at receiving facility.) The District will make every effort to hold these to a minimum.

15. ORDER BOOKS:

- a. Generally, prices for items shall be changed on a monthly basis.
- b. Supplier shall provide at the contract's implementation a calendar indicating each month's price update effective date.
- c. If a product's pack size should change due to manufacturer's revisions within the months' time, the Supplier shall immediately send the change information to Nutritional Services Office.

16. DELIVERY SCHEDULE:

The successful bidder will collaboratively establish a delivery schedule for each of the twenty-eight (28) receiving facilities/schools, allowing as many as three (3) deliveries per week. Deliveries are to be received between 6:00 a.m. and 1:00 p.m., Monday through Friday.

If an order is delivered after 1:00 p.m. the Supplier will provide any overtime pay due to any of the District's receiving clerks or cafeteria managers. The District will provide a listing of the various receiving clerks'/managers' schedules and overtime rate. When such a situation occurs, the District will bill the Supplier for the overtime involved.

17. DELIVERY METHODS:

The Supplier shall deliver all individual orders invoiced by account to each facility. The products shall be maintained at their proper temperature throughout their staging, loading,

transport and delivery. A truck with dry, chilled and frozen compartments must be used for deliveries.

All of the Supplier's facilities and delivery vehicles must conform to local, state and federal rules and regulations regarding sanitation and are subject to inspection by District or other officials at the discretion of the District.

The Supplier's driver will deliver and off load all products to a specified area on the inside of the receiving facility. The Supplier shall provide any equipment needed to complete this process.

18. ORDER SIZE:

There shall be no extra charge to the District for any delivery made directly to a facility, no matter what the case count or dollar value of the order. There also shall be no extra charge for any deliveries made outside the specified delivery schedule. The District will monitor any chronic deterioration in the order delivery schedule and act upon the problem. The District will exercise reasonable judgment when placing small orders and will make every attempt to place correct orders each time.

19. DELIVERY FAILURE:

If the Supplier fails to deliver an order, the Supplier will take corrective action by either making a special delivery to the District or by arranging for delivery by another vendor. The Supplier shall assume any additional costs between the price of the originally ordered item(s) and the price(s) from the alternate vendor.

20. INVOICES:

- A. All orders will be accompanied by an itemized invoice, in duplicate, including the 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. Any concealed damage or delivery of incorrect product will be reported to the Supplier's account representative.
- B. Credit invoices, by facility, are to be provided in duplicate to NSO and are to include 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 credit amount and original invoice # to which the credit applies. Credit invoices are to be issued by Supplier within 30 days of District's request for credit.

21. 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 to discuss product shortages and substitutions.
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. Demonstrate to the District's management team new products available on the market.
4. Conducts can cuttings and samplings upon District approval.
5. Provide price books as previously outlined in this document.
6. Resolve the District's complaints and inquiries about various products, including any and all requested documentation from product manufacturer.
7. Issue and deliver to NSO credit memos and arrange for pick-up of mis-shipped or deficient products. Credit memos are to include reference to the original invoice number associated with the credit being issued (See #21, Invoices, page 7).
8. Resolve any problems with the order and delivery schedule.
9. Coordinate with the District's representatives any rebate programs.
10. Research and recommend product changes to better meet the District's needs.
11. Monitor the Supplier-District relationship to better assure a smooth and efficient partnership.
12. Coordinate vendor representation for annual district planned events which may require product donation and or providing meals.

B. REPORTS:

The contractor will provide the following facility and District reports:

1. By dollar volume by month, year to date and by to fiscal year (January 1 – June 30) as well as any other time frames needed by the District.
2. By quantity shipped by month, year to date and by fiscal year (January 1 – June 30) as well as any other time frames needed by the District.
3. Usage figures for a specific brand or manufacturer for specified time frame(s).

22. QUALITY ASSURANCE:

The Supplier shall provide product specifications and samples free of charge within five (5) working days of District's request. This information shall include the product's nutritional

analysis, ingredient listing and CN label code. Product quality testing will be conducted by the District according to existing procedures.

At the contract's initiation, the District anticipates the need for significant can cuttings and product testings. A select number of District personnel will participate in these sessions. Throughout the lifetime of the contract, additional testing will be conducted at the request of the District.

25. TRAINING:

The Supplier will provide initial training to District personnel to better assure their understanding of the Supplier's program and the ordering procedure. The Supplier shall also arrange for the District to have direct access to product specialists in areas such as recipe development, merchandising, produce, meat, poultry and seafood, beverages, culinary arts and baking with the expectation they would provide expertise and training in their area to improve the services provided by the District.

26. MARKET INFORMATION:

The Supplier is expected to provide the District with market information related to produce conditions and quality, pricing trends and new products. The Supplier shall make recommendations on more appropriate products for the District's needs.

27. 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.

28. ELECTRONIC MAIL:

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

29. 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.

30. A. Cost of Items:

1. The fixed price per unit established with the initial bid may not change during the life of the entire contract.
2. There shall be no storage charges for any items stocked by the Supplier.
3. There shall be no fuel surcharge or distribution fees.

B. Price Adjustment

1. If the Supplier is unable to deliver a regularly ordered item and the item is purchased from an alternate vendor, the District will notify the contractor's account representative of any differences in cost. At such time the Supplier will issue a credit memo to the District for any extra cost incurred.
2. If a substitution on an order needs to be made, the substituted item will be priced at the cost of item initially ordered unless the cost of the substituted item is less. The normal mark-up will be applied as usual.
3. The Supplier shall pass on to the District all promotional allowances, discounts, and manufacturer's rebates in the form of lower prices. The Supplier shall also keep the District informed of any rebates that could be redeemed by the District and provide tracing information on usage so that the District may take full advantage of all available rebates and free goods offer.

31. PROPRIETARY AND SPECIAL-ORDER ITEMS

The District defines a "proprietary item" as an item the District expects the Supplier to routinely purchase, stock and have readily available. The Supplier shall deliver to NSO within 30 calendar days of contract's initiation, nutritional analysis, ingredient listing and CN label code for all products identified as both proprietary and special-order items. Chronic failure of the Supplier to provide required product documents and/or to maintain adequate stock levels of proprietary items will contribute to cause to terminate contract.

A "special-order item" is an item requested for a one-time purchase. The supplier will purchase the product and within a short period of time, the District will order all of the product, reducing the Supplier's inventory by the full amount ordered.

Whenever possible, the District will use a product already stocked by the Supplier but reserves the right to request the supplier to add proprietary items to stock. The Supplier agrees to do so at the discretion of the District.

32. ORDERING:

The District will notify the Supplier three (3) weeks in advance of the need for a new proprietary or special-order item and will indicate the amount needed for the initial purchase and the estimated monthly usage for proprietary items.

There shall be no minimum usage per month in order to stock a proprietary item. The District will notify the Supplier whenever a proprietary item is no longer needed. At the time, or in the event of cancellation, the District agrees to purchase all proprietary and special-order items that the Supplier has purchased at that time, as long as the quantity does not exceed one and one fourth the amount of the initial order. The District will notify the Supplier of special situations that may cause unusual or excessive movements of product(s).

33. PRICING:

There shall be no extra charges for the buying and storing of proprietary or special-order items. The pricing for any special items will conform to the pricing formula previously defined in this document. (See #31 Cost of Item, page 9).

34. EVALUATION OF THE BID:

- A. To be considered as a Bidder, all items listed in the Market Basket must be bid. No more than 10% of the items bid shall vary from the specifications. Bid extension must be accurate and completed by the Bidder. Variance in case quantities and weights must be interpolated to those specified in the bid document.
- B. The District reserves the right to test samples of items listed in the specifications, at the bidder's expense, in an effort to verify the stated quality and adherence to the specifications.
- C. An audit will be performed before the contract is awarded to determine the accuracy of the pricing submitted in this bid. Audit documents must accompany the Bid Form.

35. PARTICIPATION IN ANNUAL FOOD FAIR AND OTHER EVENTS:

The Supplier shall participate in the District's annual food fair, "Taste of 500", by providing a merchandise booth. May be asked to participate in other district events by providing products or meals.

36. CONTRACT AWARD:

In awarding the contract, the District will base the bid award on the following criteria:

- A. Extended Dollar Value of Market Basket
- B. Ability to meet detailed specifications and special conditions as outlined in this RFP document.

37. BIDDER CHECKLIST:

1. Proposal to Furnish and Deliver Food Products

2. Completed & Signed Signature Form with each copy of proposal

Market Basket & Audit Documents

3. *(Must accompany bid and submitted in separate envelope clearly labeled with contents)*

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 Food and Supply Products, five (5) copies.
	2. Completed and Signed Signature Form with each copy of submitted proposal, five (5) copies.
	3. Market Basket and Audit Documents. *Must be in separate envelope clearly labeled with contents.

DATE: _____

COMPANY: _____

SIGNATURE: _____

TITLE: _____

Purchasing Manager Received on Date: _____

PRODUCT DESCRIPTIONS

In the market basket attachment are specifications that are **minimum specifications** (the products bid must meet or exceed the following – no exceptions). These specifications establish a level of quality and suitability for the uniforms that would be acceptable to the District. Samples may be required and shall be supplied at no charge to the school district.

ESCALATION CLAUSE - Escalation/De-escalation Clause - In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the school district as it should affect any annual adjustment:

1. Contractor shall give written notice to the Nutritional Services Director of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of said price changes on an annual basis.
2. Such notice must be accompanied by a copy of the supplier's advisory or notification to the contractor of a justifiable price change.
3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The School District reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Nutritional Services Director retains the right to determine whether or not such proposed price changes are in the best interests of the school district.
8. If in the opinion of the Nutritional Services Director any proposed increase is found unacceptable, the Nutritional Services Director reserves the right to cancel the contract upon fifteen (15) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Nutritional Services Director on the mailing lists for such publications so the Nutritional Services Director can monitor said changes. Such membership will be at no cost to the school district.

Period of Price Guarantee _____
(Must not be less than 6 months) _____

Is all required documentation attached (YES/NO)? _____

WE HEREBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

BY: _____ DATE _____
TITLE: _____ FIRM: _____
PHONE: _____

Instructions for Completion of the Market Basket:

For each item listed, the bidder shall provide the following information:

- A. Brand Name and Product Code or Label of Product
- B. Pack Size
- C. Price/unit is the fixed price per case.
- D. Total Cost is the dollar value based on the bid price per unit X projected usage.

IFB 20-021 Produce Market Basket

U.S.D. #500-Kansas City, Kansas Public Schools

Date		Vendor				
Item #	Projected Usage	Specifications				
1	100 cases	Celery, Sticks, 4", Fresh				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
2	400 cases	Broccoli, Floret, Fresh				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
3	100 cases	Romaine Lettuce, Shredded, 3/8", Fresh				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
4	100 cases	Tomatoes, Roma, Red, Fresh				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
5	100 cases	Tomatoes, Red, Round, 5x6, Fresh				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
6	600 cases	Carrot, Baby, Whole, Peeled, Slim, Fresh				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:

7	60 cases	Carrot, Carroteenie, Baby, Whole, Fresh, IW, 1/4 cup Vegetable Equivalent				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
8	800 cases	Apple, Red, Fresh 138 Count				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
9	500 cases	Tomatoes, Grape, Fresh				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
10	100 cases	Bananas, Fresh, 150 Count				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
11	300 cases	Cucumbers, Fresh, 24 Ct.				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
12	1500 cases	Oranges, Whole, Fresh, Seedless, 138 Ct.				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
13	1500 cases	Apples, Sliced, Fresh, IW, 2 oz				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:

14	1500 cases	Apples, Sliced, Fresh, Bulk				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
15	25 cases	Lettuce, Iceberg, Shredded, 1/8", Fresh				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
16	100 cases	Apples, Green, Granny Smith, Fresh, 138 count				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
17	50 cases	Garlic, Chopped, In Water				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
18	100 cases	Blueberries, Fresh, Bulk				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
19	100 cases	Honeydew, Fresh, Cubed, Bulk				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:

20	100 cases	Pineapple, Fresh, Cubed, Bulk				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
21	100 cases	Peppers, Jalapeno, Whole, Medium, Fresh, 5lb				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
22	100 cases	Strawberries, Whole, Fresh				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
23	100 cases	Limes, Medium, Whole, Fresh				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
24	100 cases	Cilantro, Bunches, Fresh, 12ct				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost: