



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

DAIRY VENDOR (2022-2023 SCHOOL YEAR)

NUTRITIONAL SERVICES DEPARTMENT

BID NO: IFB 22-012 **ISSUE DATE:** APRIL 14, 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 **1:30 PM, April 28, 2022**, at which time bids received will be publicly opened and read, for furnishing the products, as shown below and/or attached hereto; delivered to: 2010 N. 59th Street, Kansas City, KS 66104, 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 AND EMAILED BIDS WILL NOT BE ACCEPTED.

TO: Purchasing Office

ITEMS: Products as indicated in Section II

TYPE CONTRACT: Escalating Pricing Only

PERIOD: Effective July 1, 2022 through June 30, 2023

BID OPENING: April 28, 2022 at 1:30 PM
Public Opening, U.S.D. 500-Board of Education Building
Attn: Purchasing Office
2010 North 59th Street, Room 355
Kansas City, KS. 66104

ENVELOPE SHOULD BE PLAINLY MARKED
"Dairy Vendor Bid" with date and time of opening.

MAIL BIDS: Hand deliver or mail Dairy Vendor Bid – Section I
Dairy Vendor Bid – Section II to the above address.

CONDITIONS: In strict accord with Sections I through IV

CONTACTS: If you have any questions concerning this invitation for bid, please phone Josh Mathiasmeier, Director of Nutritional Services at (913) 627-3900.

Standard Terms and Conditions set forth in Attachment B shall prevail unless otherwise modified by U.S.D. 500 within this bid document.

INVITATION FOR BIDS

(This page to be completed by bidder.)

Date Bid Issued: April 14, 2022

BIDDING FIRM SUBMITS THE FOLLOWING: DATE SUBMITTED: _____

Name of Bidding Firm: _____

Name & Title of Signing Officer: _____

Our Bottom-Line Bid for Product is as Follows:

Products included in Section I Amount \$ _____

Signature of Signing Officer

Date

Title

Telephone

Note: Complete this page in INK. If corrections are needed, cross out and initial **DO NOT ERASE**.

BID FORM**CONTRACT TYPE – Escalating Pricing Only**

No.	Identification	Unit	Unit Cost*	Estimated Units Required	Total Item Cost*
1.	1% Milk, Unflavored	1/2 Pint	\$	50,000	\$
2.	Skim, Chocolate	1/2 Pint	\$	3,000,000	\$
3.	Skim Milk, 8 oz, Unflavored	1/2 Pint	\$	700,000	\$
4.	Juice, 100%, refrigerated, variety	4 oz.	\$	2,000,000	\$
5.	Buttermilk, cultured, low-fat	½ Gal.	\$	1000	\$
Total					\$

* To Be Completed by Bidder

** Bidder Will Transfer Total to Section I, Sheet 2.

Bidder Should Return this Page with Submitted Bid

GENERAL BID AND CONTRACT REQUIREMENTS.

A. INSTRUCTIONS

1. DELIVERY OF BIDS

Sealed bids will be accepted at the Board of Education Building on the date and hour shown on Sheet 1, Invitation for Bids, at which time the bids will be publicly opened.

The lowest bidder(s) will be designated for contract purposes provided the firm meets all bidder qualifications (see Milk Bid - Section III, page 6) and subject to a final review and agreement between the two parties (the District and the designated distributor). The bid of any low bidder that does not meet all bidder qualifications will be subject to approval.

2. CORRECTION OF MISTAKES ON THE BID FORM

Erasures or the use of typewriter correction fluid on bid forms are not acceptable and may result in the rejection of the bid. Prior to submission or openings, errors may be crossed out, corrections entered, and initialed by the person signing the bid. No bids shall be altered or amended after the specified time for opening.

3. QUANTITIES

See Section II - Product Requirements. It shall be understood by all parties concerned that any contact established as a result of this invitation will not obligate the school district to receive any quantity in excess of actual requirements. While the quantities shown are classified as estimates for bidding purposes, they do result from actual historic tabulation. School district authorities will make reasonable effort to fully utilize projected supplies of formula items, which may not have a market elsewhere.

Quantity requirements for items with volatile prices shall be projected as far in advance as practical, usually with a lead-time of two to four weeks in advance of usage.

Distributors are required to bid and deliver all items listed, as well as items, which may be added later. Any questions concerning a distributor's capability to bid or deliver an item must be reviewed with school district authorities at least two weeks prior to bid opening.

4. REVIEW AND AWARD OF BIDS

After the public opening of bids, the school district Board of Education may require at least 10 days for review of low bids prior to awards. It is important for bidders to understand that the reason for the review of bids, line by line, is to assess the fairness of the bid to suppliers and the school district alike. Any supplier must show suitable evidence for acceptance of any item challenged upon review and assessment. Acceptance shall be at the discretion of removing items from all bids, if the bid instructions are unclear. Any proposal, which in the opinion of the School Board violates the integrity of fairness of a bid, may be rejected in total.

A single award will be made from acceptable low bids to cover the entire requirements of each or all groups during the contract period. The School Board reserves the right to reject any or all bids, in whole or in part, and to waive technicalities whenever it is deemed to be in the best interest of the school district.

5. LINES OF COMMUNICATION

As far as practical, all communications between school district and supplier shall be in writing. Each shall designate a representative to deal with day-to-day logistical matters of the program. Matters of policy are to be dealt with by Josh Mathiasmeier and a high-level company official.

6. DELIVERY TIMES AND PLACES

The prices quoted shall be for deliveries to all schools in the district as shown in Section IV. All drop sites require deliveries nine months per year. Some drop sites, however, may require deliveries for summer feeding programs in which case this contract shall include such deliveries.

Delivery schedules shall be submitted to school district officials for prior approval and shall remain constant from week to week. Deliveries shall be ordered in full-case quantities whenever possible. Deliveries shall be made in accord with the frequency and hours designated in Section IV - Special Requirements. Deliveries shall be made Mondays through Fridays except on school holidays or closed days (due to inclement weather). When holidays or closed days fall on a scheduled delivery day; deliveries shall be made on the next school day.

Drivers and helpers shall deliver merchandise into designated storage areas at each school. Although drivers or helpers may be required to stack merchandise in coolers or freezers, they shall not be required to stow merchandise on shelves in walk-in holding rooms. See Section IV - Special Requirements. Drivers and helpers shall require the authorized school receiver, or the designated representative, to verify the accuracy of items, quantities of each item, total quantities, and condition of merchandise. Each delivery ticket shall be receipted (signed) by a designate school receiver. Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated school receiver and initialed by both the truck driver and school receiver.

Special or intermediate deliveries will be required only if a contractor fails to deliver a product on a regularly scheduled delivery, in which case the contractor shall make delivery before start of next school day or as otherwise requested by the Director of Nutritional Services. Note: USDA regulations require milk products are available, per site, at or before time of meal service. A penalty, not to exceed federal reimbursement of the free meal rate, will be assessed for failure of delivery.

7. PAYMENTS

Contractors shall submit statements for individual schools monthly on mutually agree upon dates to the district authority. Each statement shall include a summary of delivery tickets (invoices) for the period. Each ticket shall be listed in numerical sequence and show the total charges. Statements may be submitted more often than monthly but only upon the mutual agreement of both parties.

8. TERMINATION

Contracts may be terminated at any time, on 30 days' notice, upon the mutual agreement of both parties or upon the discretion of the school district, in a shorter period of time, if the terms of the contract are violated in any way.

B. BIDDER QUALIFICATIONS

Before any bid can be accepted, a bidder must be deemed qualified, in the judgment of school district officials, to perform as required herein. A bid may be rejected if a bidder fails to meet any one of the following qualifications:

1. **PRODUCT LINE**

It must be clearly evident to school district officials that a bidder is capable of delivering promptly all items on the bid list and acquiring, on short notice, any peripheral item, which might be required.

2. **CAPACITY**
A bidder must clearly demonstrate to school district officials that he has the capacity, physically and financially, to supply items to the school district in economical quantities as required.
3. **RELIABILITY**
A successful bidder must have a proven (or believable) record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A distributor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the seller and the school district.
4. **ACCOUNTING PRACTICES**
A successful bidder must clearly demonstrate to school district officials his capability to provide accurate, reliable and timely report, in terms of invoices, statements, credits and utilization reports. Moreover, he must demonstrate his capability to spontaneously provide data for periodic review of prices by school district officials.
5. **FACILITIES AND EQUIPMENT**
Contractors must have adequate warehouses for supplying contract products. Conditions for storing chilled and frozen products must be as recommended by the Refrigeration Research Foundation. Delivery temperatures of frozen and chilled food shall be in accord with the AFDOS Code as recommended by the Food and Drug Administration (Federal).
6. **SANITATION REQUIREMENTS**
District officials may routinely inspect facilities of the contractor. Facilities and operating practices must be continuously in compliance with the United State Food, Drug, and Cosmetic Act and State and local laws and regulations.

C. STANDARD CONTRACT CONDITIONS

1. This contract shall be governed in all respects -- as to validity, construction, capacity, performance, or otherwise -- by the laws of the State of Kansas.
2. Contractors providing services under this Invitation to Bid herewith assure the school district that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, and with applicable Federal, State and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contractor's performance of work under this Agreement, contractor agrees not to discriminate against any employee(s) for employment because of age, race, religious creed, sex, national origin, or disability.
3. Modifications, additions, or changes to the terms and conditions of this Invitation to Bid may be a cause for rejection of a bid. Bidders are requested to submit all bids on the school district official forms. Bids submitted on company forms may be rejected.
4. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment or until audited by the district, whichever is sooner. The district, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
5. By his signature on the face of this document, a bidder certifies that his bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitted a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. The bidder certifies that he understands collusive bidding is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

He further agrees to abide by all conditions of this bid and certifies that he is authorized to sign this bid for the bidder.

6. Any employee or any official of the school district, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering bidding for, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws.

D. STANDARD PRODUCT CONDITIONS

1. All products shall conform to the minimum requirements of Federal and State regulations. These requirements shall include, but not are limited to, weights, measures, and fill of containers drained weights and contamination.
2. All products shall conform to standard guarantee requirements with respect to safety, and the supplier by his signature on Section I, Sheet 2, agrees to hold the buyer harmless in the event of product failure.

SPECIAL BID AND CONTRACT REQUIREMENTS

A. TYPE OF CONTRACT

PRODUCTS – Escalating Pricing Only

B. CONTRACT SCOPE

This contract is intended to cover fresh milk and fresh juice. It is not intended to cover frozen dairy products.

C. CONTRACT PERIOD

The contract shall be effective from **July 1, 2022**, through **June 30, 2023**, with an option to renew for four (4) successive one-year terms from July 1 through June 30. The Director of Nutritional Services may terminate the contract at the end of June 30, 2023, 2024, or 2025 by providing written notice to the supplier on or before May 31 each renewable year.

D. 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.

E. PRICES

Bidders enter in the designated column, Section II, Product Requirements, a price per unit for each item shown. Multiple the prices per unit times the total units required on each line and enter the

extension in the designated column. All extensions to obtain a total bottom-line price. Enter this number of the appropriate line in Section I, Sheet 2.

F. ESCALATING PRICING

All prices shall be escalating for the entire contract period.

G. BID DISCLOSURE

Only bottom-line bids, as pertains to the award of bids, will be read at the bid opening, however, all bids and prices shall be subject to review at the time of bid opening. Bids and invoices are subject to review after the bid opening only upon written formal petition to school district officials. Subsequent disclosure will be made only if in compliance with State laws of the Federal Freedom of Information Act.

H. TRANSMITTAL OF ORDERS

Delivery personnel are to work with unit manager to establish acceptable base quantity levels.

I. PRODUCT SPECIFICATION

Fluid milk and milk products shall be manufactured and packaged as defined in the State Regulations Governing the Production and Sale of Milk and Milk Products, as published by the State Department of Agriculture. Milk and milk products shall be pasteurized, homogenized, and vitamin fortified.

Fluid milk shall be delivered at a temperature of 40 degrees F or less. Any milk delivered above 40 degrees F may be rejected.

Juice shall be delivered at a temperature of 40 degrees F or less. Any juice delivered above 40 degrees F may be rejected.

J. DELIVERY SCHEDULE (to be completed by District)

1. Deliveries shall be made on school days, Monday through Friday, on a regular schedule based upon milk cooler capacity.
2. Deliveries shall be made at a time agreed upon by both parties.
3. Drivers shall stock milk coolers and rotate stock (Check One).
Yes X
No
4. Drivers shall leave milk cartons in case when placing in cooler (Check One).
Yes X
No
5. Contract supplier shall pick up and credit milk on hand prior to school holidays or closing of longer than 5 days duration. See calendar for school year marked as Attachment A.

K. BUY AMERICAN

All products purchased through the Dairy Vendor will be American made unless a foreign product is 25%, or more, less expensive. All products shall be American made, unless specifically requested by the Dairy Vendor to the Director of Nutritional Services with supporting documentation.

L. 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.

M. 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.

INFORMATION FOR THE BUYER

MILK PRODUCTS

An annual formula pricing type contract is recommended for purchasing milk products. This contract is written for a school year and based on bottom line, with prices firm for at least 30 days. However, suppliers can petition for price escalations based on a specific formula, as indicated herein. Price escalation contracts have the advantage of minimizing risk to processors in that they are protected against increases in prices of raw material. On long range firm pre bids, without escalation, processors often have to submit higher bids to protect against increases in raw material prices. Studies have shown that bid prices to school districts are higher when risk is present.

Formula pricing contracts are based on processors initiating petitions for price increases or decreased. Processors must submit justification for increases, as outlined in the contract documents. Annual audits are, therefore, unnecessary. Contract documents require processors to pass along price decreases as well as price increases.

PRICES

Milk prices charged by dealers under escalation contracts vary in accord with the cost of raw milk as regulated by the U.S. Department of Agriculture. Raw milk prices move up or down, nationally, on a periodical basis, in accord with Market Milk Orders. Although raw milk prices may vary nationally at the same rate, price levels differ from one milk order region or zone to another. All areas of the country are not under the milk order program, (which is voluntary), but prices in areas, which are excluded usually, fluctuate in accord with milk order prices. Raw milk, which determines the extent of price escalations on school district contracts, accounts for about two-thirds of the cost of products. Cost can be allocated as follows:

Raw Milk	64.5%
Processing & Packaging	14.5%
Distribution, including Marketing	15.5%
Administration & Overhead	05.5%
<u>TOTAL</u>	<u>100.0%</u>

It is not necessary to include this section in Bid Documents.

According to the contract documents recommended for milk purchasing, price escalations are based on raw milk cost only. The formula permits an escalation (or de-escalation) at the rate of \$0.001 per half pint when the price of raw milk changes, up or down, by \$0.15 per hundred weights (cwt.). The minimum amount of a price change is \$0.001 per half-pint, which means that prices of raw milk must go up at least 15 cents per cwt. For there to be an increase. Price increases can be calculated as follows:

At a price of 154 per /2 pint (ounces) the cost attributable to raw milk is 9.74 (at 64.5%). 100 lbs. (Cwt.) of milk yields 200 2 - pints at 2 lb. (8 ounces) each. Thus 200 x 9.74 (of raw milk) yields \$19.40 as cost of raw milk per 100 lbs. (Cwt.). If raw milk goes up 154 per cwt., this is an increase of \$0.008 (154/\$19.55 new price of raw milk per 100 lbs.). \$0.008 x 154 per 2 pints of milk delivered to schools is \$0.001 increase per 2 pint.

Food service supervisors can track changes in milk supplies and price changes by subscribing to the monthly milk Market Summary Report. These reports can be obtained from the USDA Milk Market Order Administrators located in your area. By tracking milk order price changes, food service supervisors can determine if a price decrease is forthcoming as well as the amount of monthly price increases. However, milk dealers can be expected to notify school districts of price changes as soon as the USDA authorizes price changes for raw milk.

BID PRICES

Bid prices may vary in accord with a dealer's processing and distribution costs, as well as the regulated prices paid for raw milk. Processing costs depend largely on volume, processing methods and labor costs - none of which can be influenced by a school district. Distribution cost, however, is another matter. Most of the costs incurred in distribution can be allocated to delivery, which includes the salary, and commissions paid to driver-salesmen. The cost of distribution to schools might vary from 10 to 17 percent, depending on volume, delivery distance, frequency and size of delivery drops, and the extent of other services required.

PRODUCT SPECIFICATIONS

Milk

Usually, it is not necessary to write a specification for milk and ice cream, except to add that purchases are being made in accord with minimum state standards and to identify the product desired and contents properly, as may be applicable.

Cultured Buttermilk

Cultured buttermilk is produced by adding specific bacteria to skim milk or low-fat milk. Cream, small butter granules and salt may also be added. Most buttermilk contains from 1 to 2 percent milk fat (nominal 1.5 per cent).

Fat Free Milk, Low fat or Light Milk, and Reduced Fat Milk

If fluid milk is labeled fat free (skim); it contains .5 grams of fat or less per eight fluid ounce serving. Low fat or light milk (2% & 1%) contains two and a half grams of fat per eight fluid ounce serving. Reduced Fat milk (2%) can contain five grams of fat per eight fluid ounce serving. Vitamins A and D should be added to skim low fat, and reduced fat milk. For Child Nutrition Programs, 2%, 1%, and 2% milk meet the requirements for low fat milk.

Chocolate Milk or Dairy Drink

If chocolate (or other flavor) is added to whole milk, the product is labeled chocolate (or other flavor) milk. If added to skim milk or low-fat milk, the product is labeled chocolate (or other flavor) drink or beverage.

Juice

Juice is to be 100% juice with no added sweeteners and meet USDA and State of Kansas guidelines for service in schools.



District Calendar

Revised 3/30/22

2022

2023

July 4: Holiday - Administrative Offices Closed

August 1-3: New Teachers Report
August 4: All Staff Report -
 0.5 Inservice/0.5 Classroom Prep
August 5 & 8: Inservice
August 9: 0.5 Convocation -
 Administrative Offices Closed;
 0.5 Classroom Prep
August 10-12: Family Advocacy
August 15: First Day for Grades K-5, 6, and 9
August 16: All Students Return

September 5: Holiday - No School
 and Administrative Offices Closed
September 14: Family Advocacy Evening
September 16: Family Advocacy Day -
 No School for Students

October 13: End of 1st Quarter
October 14: 0.5 Records/0.5 Inservice -
 No School for Students
October 31: Teacher Non-Duty Day -
 No School

November 9: Family Advocacy Evening
November 11: Family Advocacy Day -
 No School for Students
November 21-25: Fall Break - No School
November 23-25: Administrative Offices Closed

December 19-20: Early Release K-12 (2 hours
 Standards-based feedback)
December 20: End of 2nd Quarter
December 21: 0.5 Records/0.5 Inservice -
 No School for Students
December 22 - January 3: Winter Break -
 No School
December 26 - January 2: Administrative
 Offices Closed

JULY						
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31						

AUGUST						
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JUNE						
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January 4: Inservice (full day) -
 No School for Students
January 5: Students Return from Winter Break
January 16: Holiday - No School -
 Administrative Offices Closed

February 1: Family Advocacy Evening
February 3: Family Advocacy Day -
 No School for Students
February 20: Holiday - No School -
 Administrative Offices Closed

March 9: End of 3rd Quarter
March 10: Records/Inservice Day -
 No School for Students
March 13-17: Spring Break - No School

April 21: Teacher Non-Duty Day - No School

May 3: Kindergarten Roundup
May 17: Seniors' Last Day
May 18-23: High School Finals
May 22-23: Early Release K-12
 (2 hours Standards-based feedback)
May 23: End of 4th Quarter -
 Last Day for Students
May 24: Records/Inservice - Last Day for Teachers
May 29: Holiday - Administrative Offices Closed

June 19: Holiday - Administrative Offices Closed

White Text in Black = No School for Students	/ = Early Release Day
Gray = Inservices/ Report Dates	○ = First Day of School
	☆ = Last Day of School
	◻ = End of Quarter
	△ = Family Advocacy
▽ = Kindergarten Roundup	
✕ = Administrative Offices Closed	

ATTACHMENT B – USD 500 STANDARD TERMS AND CONDITIONS

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by U.S.D. 500 within this bid 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 "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offeror or vendor.
 - 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
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. Each bid sheet must be signed by the authorized bidder and required information must be provided.
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 bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of U.S.D. 500. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Purchasing Department Office, 2010 North 59th Street, Room 370, Kansas City, Kansas, 66104, prior to the date and time indicated on the cover sheet.
7. ADDENDA: All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by U.S.D. 500 within sixty (60) calendar days after the bid opening.
10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, 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 "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the school district.
11. NEW MATERIALS, SUPPLIES AND EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. WARRANTY: Supplies or services furnished as a result of this bid 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 U.S.D. 500 by any other clause of this bid 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 bid conforms to the specifications and whose bid is considered to be the best value in the opinion of U.S.D. 500.
14. U.S.D. 500 reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing "basis if the bid is clearly designed as such or when it is determined to be in the best interest of U.S.D. 500.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by U.S.D. 500 of a Purchase Order or other contractual document.
16. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. DAMAGED AND/OR LATE SHIPMENTS: U.S.D 500 has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify U.S.D. 500 Purchasing Office of any late or delayed shipments. U.S.D. 500 reserves the right to cancel all or any part of an order if the shipment is not made as promised.
18. 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.
19. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, unit price and extended totals.
20. TAX EXEMPT: U.S.D. 500 is exempt from Federal, State and local taxes by KS-FZLEKBLQ. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
21. 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.
22. DISCLAIMER OR LIABILITY: U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
23. TERMINATION RIGHTS: KCKPS shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the contractor.

24. **HOLD HARMLESS:** The contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents free and harmless from and against any and 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 contractor further agrees to investigate, handle, 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.

NO MUTUAL INDEMNIFICATION:

K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.

(a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.

(b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.

(c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.

25. **INSURANCE:** Upon receipt of award, Contractor shall provide Certificate of Insurance as required within three (3) days after notification issued by the Purchasing Department.

A. The following general insurance requirements apply to any and all work under this contract by all Contractors and subcontractors of any tier.

(1) Any and all insurance required by this contract with each and any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the Kansas City Kansas Public Schools. Any and all insurance must be on an occurrence basis.

(2) No Contractor or subcontractor shall commence work under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements.

(3) The Kansas City Kansas Public Schools shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies. The title of the awarded contract shall also appear on any and all applicable policies.

(4) The Kansas City Kansas Public Schools shall be given no less than thirty (30) days' written notice of cancellation. The Kansas City Kansas Public Schools shall be given not less than thirty (30) days' prior written notice of material changes of any insurance required under this contract. The Kansas City Kansas Public Schools shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.

(5) Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Kansas to conduct insurance business in the State of Kansas and that the companies affording insurance coverage are currently licensed by the State of Kansas and are currently in good standing with the Commissioner of Insurance for the State of Kansas.

(6) Any and all companies providing insurance required by this contract shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance.

For all contracts, regardless of risk, companies providing insurance under this contract must have a current:

(a) Best's Rating not less than A, and

(b) Best's Financial Size Category not less than Class VII

(7) In the event the Contractor neglects, refuses, or fails to provide insurance required by the contract documents, or if such insurance is canceled for any reason, Kansas City Kansas Public Schools shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or Kansas City Kansas Public Schools shall have the right to cancel the contract.

B. **Worker's Compensation and Employer's Liability Insurance**

The Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this contract.

Worker's Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

C. **Comprehensive General Liability Insurance**

The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:

- (1) Comprehensive Form
- (2) Contractual Insurance
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises – Operations
- (6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an occurrence basis.

D. Automobile Liability Insurance

The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance.

- (1) Comprehensive Form
- (2) Owned, Hired, Leased and non-owned vehicles

If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this contract.

E. Commercial Crime insurance (when applicable)

The Contractor shall procure and maintain Commercial Crime/Fidelity insurance in an amount not less than \$1,000,000.00, including coverage for theft or loss of KCKPS property.

26. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
27. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.
28. BID BOND/PERFORMANCE BOND (Applicable to Construction/Remodel/Repair Projects, Unless Waived by the District)
 - A. Each proposal must be accompanied by a certified or cashier's check, or a bid bond in the amount of five percent (5%) of the contractor's total bid.
 - B. A Performance Bond and a Material and Labor Payment Bond in amounts equal to one hundred percent (100%) of the contract price shall be furnished by the successful bidder. Bonds shall be issued by a surety acceptable to the Board.
29. DISQUALIFICATION:
 - A. The Director of Purchasing may, at her/his sole discretion, disqualify a bidder for one or any combination of the following reasons:
 1. Bidder's product does not meet the specifications or bid conditions of the solicitation;
 2. Bidder's tendered bid is not received on the District's bid form;
 3. Bidder's tendered bid is not signed;
 4. Required bid bond is not furnished at time of bid opening;
 5. Failure to comply with bid instructions, terms and conditions that are judged to be essential to the competitive process and in the best interests of the District.
 - B. Disqualification of bidders on future bids may be considered for any one or combination of the following reasons:
 1. Refusal of the bidder to complete a contract or bid;
 2. Bidder's past history of late deliveries or partial/incomplete shipments,
 3. Bidder's products or services have proven unreliable, unworkable or have not accomplished the result requested in the District's specifications.
30. SUPPLIER DIVERSITY: The Kansas City Kansas Public Schools encourages supplier diversity and participation of MBE/WBE/DBE designated businesses. However, such participation will not result in any selection or scoring advantage in the bid evaluation process.