



## GENERAL BID AND CONTRACT REQUIREMENTS

### 1. 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.

### 2. REVIEW AND AWARD OF BIDS

Each bid shall be subject to acceptance or rejection by the board within thirty (30) days following the bid opening. Bidders should 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. Bidders shall hold all bid prices for acceptance for 90 calendar days after date of bid opening. If the bid instructions are deemed by the District to be unclear, the District reserves the right to reject all bids for the item in question and solicit new bids for that item after the issuance of new bid instructions. The Board of Education 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. The bid of any low bidder that does not meet all bidder qualifications will be subject to approval.

### 3. QUANTITIES

It shall be understood by all parties concerned that any contract established because 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. USD 348 makes no guarantee as to quantities and retains the right to adjust quantities based upon actual usage during the contract period. Quantity requirements for items with volatile prices shall be projected as far in advance as practical, usually with a lead-time of two 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.

### 4. 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 the USD 348 Foodservice Director and a senior manager of bidder. Additional responsibilities include:

- a. Timely communication with the Foodservice Director if there is a problem meeting scheduled delivery dates or if there are shortages in quantities due.
- b. Handle the School District's complaints and inquiries about various products.
- c. Issue credit memos and arrange for return of mis-shipped or unacceptable products.
- d. Resolve any problems with the order/delivery schedule.
- e. Coordinate with the School District any rebate programs.
- f. Conduct research with the Foodservice Director for any product changes to better the School District's needs.
- g. Maintain communication between the accounting department of Bidder and the School District to ensure all invoices are paid and credited properly. If problems arise, address to the satisfaction of the School District and Bidder.
- h. Oversee the operation to help maintain a smooth and efficient relationship between the School District and the Bidder.

### 5. DELIVERY TIMES AND PLACES

- A. The prices quoted shall be for deliveries to all schools in the District. All drop sites require deliveries ten months per year. Some drop sites, however, will require deliveries for summer feeding programs in which case this contract shall include such deliveries.
- B. 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 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 may be made on the next school day.

- C. 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. 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 Foodservice Director.
- D. All freight and shipping to be paid by the vendor and included in the bid price.
- E. No products shall be delivered or placed where they are accessible to animals or other unsanitary conditions.
- F. All items must be delivered properly packed to ensure delivery in good condition. The vendor shall, at his expense, amend and make good on any defective, damaged, or unsatisfactory items or products. Damaged products shall be returned to the vendor without charge. Credit for unsatisfactory products shall be noted on the delivery invoice.

#### 6. TERMINATION

A contract may be terminated by either party on thirty (30) days prior written notice. In addition, the School District shall have the right to terminate on five (5) days prior written notice if the contract is breached or violated in any way.

#### 7. PRICES

Bidders enter in the designated column a price per unit for each type of item shown. Multiply the prices per unit times the total units required on each line and enter the extension in the designated column. Firm and/or escalating bids will be accepted. These prices should be bottom-line pricing and shall not include any rebates or other special considerations. No sales tax must be charged due to tax-exempt status of the School District.

#### 8. TYPE OF CONTRACT

Products will be awarded on a line-item basis. Pricing shall remain firm for the duration of the contract. This bid does not imply the successful bidder shall have an exclusive contract with the District. The District has the right to purchase any item from another vendor. The District will make attempts to group products with one vendor. Bidders should also note any minimum delivery requirements.

#### 9. EVALUATION OF BID

The District will evaluate the bids in accordance with the following criteria: pricing, service, delivery ability and experience with school districts, financial stability of company, safety, and sanitation. References may be requested from any Bidder at the District's discretion.

#### 10. BID DISCLOSURE

All bids will be publicly opened at the time set for opening specified in this Notice. Bidder understands that USD 348 is subject to the Kansas Open Records Act, K.S.A 45-215 et seq., as amended, and that any proposals made in response to this Bid may be disclosed as required, in the sole opinion of USD 348, by the act or other applicable law or judicial order. USD 348 assumes no responsibility for such disclosure and will not be held liable for any damage or injury that may result from any disclosure that may occur. The Bidder agrees to assume and pay for all costs incurred by USD 348, including attorney's fees, if the Bidder requests USD 348 to resist disclosure of material provided to USD 348 by the Bidder.

#### 11. TRANSMITTAL OF ORDERS

Orders shall be transmitted by a consistent, established method that is mutually agreeable by winning firm and District.

#### 12. INVOICES

All deliveries shall be accompanied by an itemized invoice. The invoice shall include the unit name and account number, product name, unit cost, extension, piece count, and total charges. A monthly statement shall include a summary of delivery tickets (invoices) for the period.

### 13. PRODUCT NUTRITIONAL INFORMATION

Bidders shall supply Product Analysis information, Nutritional Information and Child Nutrition (CN) labels for each food item with bid packet submission for review by District. It is preferred that this is provided electronically via USB flash drive.

### 14. BUY AMERICAN PROVISION

- A. By submitting the proposal/bid, the bidder acknowledges and certifies that his/her company complies with the Buy American provision that the food delivered is of domestic origin or the product is substantially produced in the United States. For these purposes, substantially means over 51% of the processed food consists of domestically grown agricultural commodities.
- B. Exceptions to the Buy American should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to the School District, a minimum of two days in advance of delivery. The request must include:
  - a. Alternative substitute(s) that are domestic and meet the required specifications.
    - i. Price of the domestic food alternative substitute(s); and
    - ii. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
  - b. Reason for exception; limited/lack of availability or price
    - i. Price of the domestic food item; and
    - ii. Price of the non-domestic food item that meets the required specification of the domestic product.
- C. If the label has multiple countries listed on it, vendor must provide an attestation statement to show the country of origin with a percentage of the ingredients by nation by product (example separate statement for apple juice and separate statement for orange juice.) The attestation statement would justify the definition of "substantially" which means over 51% of the final processed product consists of agricultural commodities which were grown domestically. The statement must be on company letterhead, dated, and signed.

### 15. GEOGRAPHIC PREFERENCE

Contractors purchasing on behalf of the School District may use geographic preference when purchasing locally grown and locally raised agricultural products.

### 16. STOCK LEVELS

The expectation is the Bidder will have stock on hand available to ship when the item is ordered.

### 17. FOOD RECALLS

It is the responsibility of the Bidder to notify the Foodservice Director by phone call and email within 24 hours of the distributor being notified by the manufacturer of a recall. DO NOT call the individual schools regarding the recall. The Bidder must provide the Foodservice Director with the specifics of the recall, which item is affected, which lot number is affected and the purchase history of the recalled product to identify the school(s) that received the product and any other pertinent information.

### 18. QUALITY ASSURANCE

The successful Bidder shall be expected to provide product specifications and samples as requested by the School District. Product quality testing will be conducted by the School District on an ongoing basis.

### 19. ADDITIONAL PRODUCT REQUIREMENTS

- A. 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.
- B. All products shall conform to standard guarantee requirements with respect to safety, and the supplier by his signature agrees to hold the buyer harmless in the event of product failure.

## 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. Contractors providing services under this Invitation to Bid also agree to adhere to the *USD 348 Tobacco Policy*. Tobacco use of any kind is not permitted by any person (employee, student, or visitor) at any time in or on USD 348 property, whether owned, leased, or rented. Those who violate this policy will be subject to disciplinary measures in accordance with applicable school and District policies. Visitors who violate this policy will be asked to cease use of tobacco products in all areas regularly accessible to others and near any facility entry, doorway, open window, or air intake where smoking is prohibited. Visitors who refuse to comply with this request may be referred to school security or local law enforcement for violation of District policy and state law related to the Clean Air Act or unwanted presence on School District property.
4. 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.
5. The contractor agrees to retain all books, records, and other documents relative to this agreement for five (5) 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.
6. By signature on the face of this document, a bidder certifies the 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.
7. 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.

PRODUCT	UNIT	UNIT COST	EST. UNITS	TOTAL
Milk, Chocolate, Skim w/ Vitamins A&D	½ Pint		130,000	
Milk, 1%, w/ Vitamins A& D	½ Pint		45,000	
Milk, Chocolate, Skim w/ Vitamins A&D	12 Ounces		200	
100% Juice, Orange, Apple, Grape	12 Ounces		1200	
Tea, unsweetened	12 Ounces		200	
Tea, sweetened w/ Splenda	12 Ounces		200	
Milk, Fat Free, 5 g. of fat or less w/ Vitamins A& D	1 Gallon		500	
Buttermilk	½ Gallon		10	
Soy Milk	½ Gallon		20	
Yogurt, Vanilla, Low-Fat	5 Pounds		300	
Water, bottled	16 Ounces		1500	
Ice Cream Bar, Fudge	2.5 Ounces		1500	
Ice Cream Bar, Cone	2.5 Ounces		500	
Ice Cream Sandwich, Reduced-Fat, Vanilla	3.5 Ounces		500	
Ice Cream Cup, Choc or Vanilla	3 Ounces		700	
TOTAL	x		x	

## **Deliveries will be made to the following locations:**

Baldwin High School: 415 Eisenhower St.

Baldwin Junior High: 400 Eisenhower St.

Baldwin Elementary School Intermediate Center: 100 Bullpup Drive

Baldwin Elementary School Primary Center: 500 Lawrence St.

## **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 clear to School District officials that the Bidder can deliver promptly all items on the bid list and acquiring, on short notice, any peripheral item, which might be required.
2. **Capacity:** The 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 Bidder may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the Bidder 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. *Vendor's HACCP plan must be submitted with bid documentation.*
7. **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.
8. **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.

9. **The Anti-Kickback Act of 1986 (41 U.S.C. 51-58):** Prohibits any person from, providing or attempting to provide or offering to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations in its own operations and direct business relationships.

When the Contractor has reasonable grounds to believe that a violation of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

The Contractor shall cooperate fully with any Federal agency investigating a possible violation described this clause.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at [\(800\) 877-8339](tel:8008778339). Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call [\(866\) 632-9992](tel:8666329992). Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) Fax: [\(202\) 690-7442](tel:2026907442); or
- (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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