

Kingston K-14 School District

Home of the Cougars

10047 Diamond Road Cadet, Missouri 63630-9729

Mr. Alex McCaul, Superintendent

573.438.4982



Business Office Ext. 4 Fax 573.438.8813
Elementary (3-5) Ext. 2 Fax 573.438.8814
Counselor's Office Fax 573.438.4021

Primary Building (K-2) Ext. 1 Fax 573.438.4664
Jr. High / High School Ext. 3 Fax 573.438.1212
Special Services Fax 573.438.5264

Kingston K-14 School District Request for Proposal General Terms and Conditions Milk/Bread For 2020-2021 School Year

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1. Introduction

- a. Bids to be forwarded by U.S. Mail should be mailed a sufficient number of working days prior to the scheduled proposal opening date to assure delivery in time for the bid opening. **Bids received after 1:00p.m. On Wednesday, June 10, 2020** will be returned to the bidder unopened. Bids are to be prepared at no cost to the Kingston K-14 School District and will remain the District's property. Bids must be delivered sealed and marked with for the item in which you are bidding.
- b. Bid shall be for the 2020-2021 school year beginning August 1, 2020 and ending July 31, 2021. **The prices are to be firm for this period. If acts of God cause prices to increase, a written explanation is required with the bid.**
- c. No delivery charges or fuel charges will be paid by Kingston K-14 Child Nutrition Services.
- d. Grocery items and supplies specified are to be delivered to two sites on the same campus. The first location is the Middle School/High School Café and it is located at the back of the first building you come to. The second location is our Primary/Elementary Café it is located in the back of the building that is located at the top of the hill.
- e. Deliveries are required Monday through Friday between 7:00 A.M. and 2:00 P.M. unless otherwise approved and coordinated by the Director of Child Nutrition Services and the successful bidder. *If inclement weather forces cancellation of a delivery day, the supplier will be informed by radio or television before 7:00 A.M. of that day if the school district is closed.* Holidays are listed on the School Calendar. Kingston K-14 will be closed on these dates. Grocery and Milk deliveries are required to be delivered at least twice a week to each site. Bread deliveries will be once per week.
- f. Each delivery must be accompanied by a legible delivery ticket. Successful bidder will provide the Child Nutrition Services office with a **monthly** statement.
- g. As required by the USDA Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). **The brand name of the item must be included in the bid and the country of origin if not USA. All items should have the case size and packaging quantity.**
- h. Line item bids are awarded with primary vendor status.
- i. Average Daily Participation is 800 for lunch and 550 for breakfast. District enrollment is 870.
- j. It is the policy of the Kingston K-14 School District to give preference to commodities manufactured, mined, produced, grown or otherwise substantially originated within the state of Missouri and to give preference to all firms, corporations, or individuals doing business as Missouri entities when quality, delivery and price are approximately the same.

k. Any deviations from the specifications as stated, i.e. escalation clause, discount for early payment, **must be stated in writing** and included with the bid.

l. The contractor certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency.

m. Contractor agrees that any employee acting on behalf of the contractor and performing duties on district property will adhere to district policies related to staff conduct including but not limited to: banning the use of tobacco on district property, drug free workplace and activities that could be viewed as unethical or a conflict of interest. A complete list of district policies can be found at:

https://simbli.eboardsolutions.com/SB_ePolicy/SB_PolicyOverview.aspx?S=509&Sch=509

n. As an independent contractor of the district, contractor will provide documentation and a sworn affidavit that all employees of the contractor are not considered unauthorized aliens as defined by federal law and are enrolled in and actively participate in a federal work program (FWAP) used to verify citizenship information of newly hired employees under the Immigration Reform & control Act of 1986. Contractor must also sign and provide to the district an affidavit indicating they do not knowingly employ any unauthorized aliens under this agreement.

o. The Board of Education reserves the right to terminate the contract at any time for due cause, which includes unsatisfactory service or substandard products.

p. Kingston K-14 provides an Equal Employment Opportunity

2. Specifications

a. Each bidder should read carefully the information printed on the bid forms and the specifications on each item. Substitute items bid as equal to brand specified will be judged by KSD. KSD reserves the right to make final decisions on whether such substitute items are approved equals.

b. Provide a detailed nutrient analysis of products included on the bid. Along with a product formulation statement for any grain products. The analysis for milk or bread must include calories, fat, saturated fat, cholesterol, sodium, carbohydrate, fiber, protein, vitamin A, vitamin C, iron, and calcium. Indicate the percentage of whole wheat in each product. We prefer a bread/bakery product free of azodicarbonamide. Please provide pictures of the product you are bidding. Nutrition information can be emailed directly to our Food Service Director Leta Lute at lute.leta@k-14.org

c. The bidder bears the full responsibility to take the necessary steps to ensure its understanding of the needs of KSD by conducting site visits if necessary before the bid submission date. Since the bid is explicit, the bidder is expected to thoroughly read the bid documents and bears the responsibility to understand and meet all requirements.

3. Awards

a. The award will be made by the Board of Education, or its authorized representatives. The District reserves the right to reject any or all bids, waive any informalities in the bids received and to award the bid on the basis of any single bid or any combination of bids that best conform to the bid conditions and specifications, and will be most advantageous to the District, price and all other factors considered.

b. KSD shall have the right to reject any or all products furnished, which in its sole opinion, are not in strict conformity with the requirements of the bid specifications.

c. Successful bidder will be notified of bid item, brand and estimated usage quantities needed as soon as possible after awards.

d. All factors including service, accuracy, price and other amenities will be considered when evaluating the bids. KSD reserves the right to reject any or all bids based solely on KSD evaluation and to waive any technicalities. This does not obligate KSD to pay any costs incurred by vendors related to submission of proposals in response to this request for bids.

e. KSD may wish to visit Supplier's facilities, warehouse(s), or other facilities and may use the visitation as a basis for accepting or rejecting proposals. Supplier(s) shall, upon request and at no charge, accompany KSD personnel.

4. Prices

a. The district will not incur any costs or deposits related to equipment (cases, coolers, racks, trays, etc.) supplied by bidder.

b. All bids shall be deemed final, and no bid shall be subject to correction or amendment for error or miscalculation.

c. All bid prices shall be quoted as 'delivered' prices to two delivery sites on one campus in Washington County, Missouri unless otherwise specified.

5. Condition and Quality of Goods

a. All products on which bids are submitted must conform to the "Buy American Provision" of Public Law 105-336. It will be the bidder's responsibility to supply information to verify products submitted for purchase are domestically produced where possible. If a product bid is not domestically produced, the country of origin must be provided with the bid. All products will contain only FDA approved ingredients. All products will conform to the federal, state and local regulations. All products will be packed or wrapped in clean, suitable grease and moisture proof container or wrappings. Delivery cases, trays and storage/display racks supplied must be sanitary, free from visible dirt, grease of corrosion and in good repair.

b. All dairy products will be delivered well chilled, not over 40 degrees Fahrenheit, and show no evidence of dirty or damaged containers, spoilage, off flavors, odors or colors. Milk products must be packaged in 1/2 pint single service containers. All containers shall be treated to kill harmful bacteria and provide adequate protection of contents from contamination. Each individual carton must be marked with the date of expiration, butterfat content and vitamin fortification. Commercial or brand marking is acceptable. Each container shall be eight fluid ounces. **Milk cartons must be easy to open.** Any milk delivered above 40 degrees F may be rejected.

c. All other perishable or frozen products shall be delivered well chilled or hard frozen respectively, show no evidence of dirty or damaged containers, deterioration, thawing and refreezing, or freezer burn. After thawing, the product shall have a characteristic appearance and aroma, be free of rancidity and other objectionable odors and flavors.

d. Any products dated or coded for freshness must be delivered prior to the end of its freshness period and with a minimum of 10 days duration prior to expiration or pull date of product. Any out dated products received will be rejected and vendor will be required to credit the value of these products to the RSD. The successful vendor must supply any freshness code information to the RSD authorized representative prior to the first product delivery of the school year and/or when there are any changes in the coding information during the bid period.

6. Billing

a. Payment to vendors for purchases made with purchase orders will be submitted and processed under KSD normal payment procedures that generally provide for the issuance of payments approximately 90 days subsequent to the delivery of product and/or services.

b. Cost of all returns shall be the responsibility of the successful bidder.

c. Successful bidder must be able to provide to the satisfaction of KSD accurate, reliable and timely reports (invoices, statements, rebates and credits).

7. Taxes/Surcharges

a. Surcharges for transportation, fuel and all other fees are to be included in the total bid cost. No additional charges will be considered after the bid has been submitted.

8. Delivery

a. The successful bidder shall be responsible for delivery of items in good condition at point of destination and shall file with the carrier all claims for breakage, imperfections and other losses, which will be deducted from invoices. KSD will note, for the benefit of the successful bidder, when packages are not received in good condition and/or shortages occur.

b. Deliveries are required Monday through Friday between 7:00 A.M. and 2:00 P.M. unless otherwise approved and coordinated by the Director of Child Nutrition Services and the

successful bidder. *If inclement weather forces cancellation of a delivery day, the supplier will be informed by radio or television before 7:00 A.M. of that day if the school district is closed.* Holidays are listed on the School Calendar. Kingston K-14 will be closed on these dates. Grocery and Milk deliveries are required to be delivered at least twice a week to each site. Bread deliveries will be once per week.

c. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the following information for each item delivered: Name of Article, Item Number, Quantity, Date and the Name of the Vendor.

9. Substitution after Award of Bid

a. Bid pricing on new items may be requested at any time throughout the contract period. The vendor has 15 days to solicit bid pricing from the manufacturer and provide the district with the price.

10. Inspection and Receiving

a. The district reserves the right to inspect delivered goods. If the goods cannot be inspected at time of delivery, the successful bidder shall abide by the results of an inspection at a later time. The successful bidder agrees that any discrepancies will receive prompt attention and correction.

11. Acts of God

a. Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

12. Failure to Comply with Bid Terms and Conditions

a. If the successful bidder fails to deliver as ordered, KSD reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense, or to purchase from other sources and deduct the cost from the successful bidder's contract.

13. Contract Provisions

As required by Executive Order 12549, the undersigned certifies the following:

1) The bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency according to Executive Order 12549 title Debarment and Suspension.

2) The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3) Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.

b. Federal Work Authorization Program (“E-Verify”) Forms 23.1 and 23.2

1) Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of \$5000.00 with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verified). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

**Kingston K-14 School District
General Bid Terms and Conditions Milk/Bread
2020-2021**

I have read the above bid terms and conditions and agree to them all.

Bidder’s Company Name: _____

Authorized Signature: _____

Email Address: _____ Phone: _____

Date: _____

**KINGSTON K-14 SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT
ANY/ALL BIDS AND TO ACCEPT THE BID WHICH IS DETERMINED TO BE IN
THEIR BEST INTEREST
EQUAL OPPORTUNITY EMPLOYER**