



KINGSTON K-14 SCHOOL DISTRICT

Home of the Cougars

10047 Diamond Road Cadet, MO 63630-9729

Dr. Lee Ann Wallace, Superintendent

573.438.4982

Superintendent's Office Ext. 5 Fax 573.438.8813

Elementary (3-5) Ext. 2 Fax 573.438.8814

Counselor Office Fax Ext. 829 573.438.4021

Primary Building (K-2) Ext. 1 Fax 573.438.4664

High School Ext. 3/Jr. High Ext. 4 Fax 573.438.1212

Special Services Ext. 1 Fax 573.438.5264

April 18, 2023,

The Kingston K-14 School District of Cadet, Missouri, will accept bids for groceries until 8:00 AM, on Tuesday, May 16, 2023. Bids will be opened at 8:30 am on May 16, 2023, in the District Business Office. Bidder must submit one (1) paper copy AND one (1) digital copy on a flash drive for analysis. Award of the contract will be made at the Board of Education meeting at 6:30 p.m. on Thursday, May 25, 2023. The contract will be awarded to the lowest bidder provided they furnish satisfactory evidence of the ability to perform or furnish satisfactory services. Vendors can bid on specific categories such as milk, bread, produce, NOI, and paper/chemicals. Please see page two for further details.

Bids are to be submitted by U.S. Mail and should be mailed in a sufficient number of working days prior to the scheduled proposal opening date to ensure delivery in time for the bid opening. **Bids received after 8:00 am on Tuesday, May 16, 2023, will not be opened.** 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, "Grocery Bid". **Each distributor must submit one (1) paper copy AND one (1) digital copy on a flash drive for analysis.**

Your submission must include

1. Proof of Liability Insurance
2. Latest Dept. of Health Inspection
3. Contractor Shipping Disclosure
4. Affidavit of Non-Collusion
5. Certification Regarding Lobbying
6. Exhibit 1- Regarding Debarment
7. Signature page of the General Terms and Conditions

The Board reserves the right to reject any or all bids or any part of any bid and accept the bid that appears to be in the best interest of the school district. The board reserves the right to waive any informalities on any bid. Any bid may be withdrawn prior to the scheduled time for the opening of bids. The District has the right to accept the bid it considers most advantageous.

Bids should be submitted to:

Dr. Lee Ann Wallace, Superintendent
Kingston K-14 School District
10047 Diamond Road
Cadet, MO 63630

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



KINGSTON K-14 SCHOOL DISTRICT

Home of the Cougars

10047 Diamond Road Cadet, MO 63630-9729

Dr. Lee Ann Wallace, Superintendent

573.438.4982

Superintendent's Office Ext. 5 Fax 573.438.8813

Elementary (3-5) Ext. 2 Fax 573.438.8814

Counselor Office Fax Ext. 829 573.438.4021

Primary Building (K-2) Ext. 1 Fax 573.438.4664

High School Ext. 3/Jr. High Ext. 4 Fax 573.438.1212

Special Services Ext. 1 Fax 573.438.5264

Bid Documents Issued: April 18, 2023

Contract Period: August 1, 2023-July 31, 2024

Bid Document	Quantity	2022 Due Date	Time
*Fresh Milk	6	May 16, 2023	8:00 AM
*Fresh Bread	4	May 16, 2023	8:00 AM
*Fresh Produce	34	May 16, 2023	8:00 AM
*NOI	67	May 16, 2023	8:00 AM
+ Meat/Meat Alt	12	May 16, 2023	8:00 AM
+ Grain/Bread	49	May 16, 2023	8:00 AM
+ Fruit/Dry Frozen	32	May 16, 2023	8:00 AM
+ Vegetables Dry/Frozen	15	May 16, 2023	8:00 AM
+ Sundry	11	May 16, 2023	8:00 AM
*Dairy/Dairy Alternatives	9	May 16, 2023	8:00 AM
* Paper/Chemical	14	May 16, 2023	8:00 AM

(*) Vendor is awarded entire product category/ (+) Bid is awarded by line item

Contract award will be made on or about May 25, 2023.

Please contact me with questions regarding our specifications or any other concern.
Sincerely,

Leta Lute
Director of Food and Nutrition Services

Kingston K-14 and Richwoods R-7 School Districts Request for Proposal Grocery General Terms and Conditions For 2023-2024 School Year

1. Introduction
2. Specifications
3. Awards
4. Prices
5. Condition and Quality of Goods
6. Ordering Process
7. Billing
8. Taxes/Surcharges
9. Delivery
10. Substitution after Award of Bid
11. Inspection and Receiving
12. Acts of God
13. Failure to Comply with Bid Conditions and Specifications
14. Contract Provisions
15. Points-Based Incentive Programs
16. Appendix I
17. Protest Procedure
18. Contractor Shipping Disclosure
19. Renewal of Contract
20. Affidavit of Non-Collusion
21. Certification Regarding Lobbying
22. Certification Regarding Debarment
23. Affidavit of Compliance With MO Anti-Discrimination Against Israel
24. Signature Page
25. Notice of No Bid on Proposal (If you wish not to bid)

1. Introduction

- A. Bids for Fresh Milk, Fresh Bread, Fresh Produce, Net off-invoice products (NOI), Meat/Meat Alt, Grain/Bread, Fruit Dry/Frozen, Vegetables Dry/Frozen, Sundry, Dairy/Dairy Alternatives, and Paper/Chemicals should be sent to Kingston no later than 8:00 AM on May 16, 2023.**
- B. Bid shall be for the 2023-2024 school year beginning August 1, 2023, and ending July 31, 2024. 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. Costs on this proposal shall be firm for the entire term, August 1 through July 31 of the contract year. However, there will be a chance for a midterm cost adjustment with proof of a manufacturer increase of 5% or greater only. Commodity Net Off Invoice products included in this bid are not eligible for mid-year price adjustments.**
- D. No delivery charges or fuel charges will be paid by Kingston K-14 or Richwoods R-7 Child Nutrition Services. Any minimum order requirements for shipping shall be stated on the bid prior to bid opening. Order limitations after the award will not be accepted. In the event that minimum orders cannot be met by the Child Nutrition Department, the award may go to the second vendor for that item if the cost of shipping raises the cost per case.**

- E. Grocery items and supplies specified are to be delivered to Kingston K-14 and Richwoods R-7. **Kingston has two sites on the same campus and Richwoods has one drop site located on the backside of their building.** The first location is the Kingston Middle School/High School Café and it is located at the back of the first building you come to. The second location is Kingston Primary/Elementary Café, it is located in the back of the building at the top of the hill.
- F. 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 on 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 and Richwoods R-7 will be closed on these dates. **Grocery and Milk deliveries must be delivered at least twice a week to each site for Kingston and once a week to Richwoods. Richwoods would prefer their deliveries on Tuesday or Wednesday. Bread deliveries will be once per week.**
- G. Each delivery must be accompanied by a legible delivery ticket. The successful bidder will provide the Child Nutrition Services office with a **monthly** statement.
- H. 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.**
- I. Line item bids are awarded with primary and secondary vendor status. Orders at food shows may temporarily change the primary/secondary status
- J. In an emergency situation where an item is needed within a certain time frame and the vendor cannot provide the item within the delivery period, the Child Nutrition Department has the option to purchase the goods from another source with no penalty to either party.
- K. Brand names are used as a point of reference. The specifications used are intended to be open and non-restrictive. The use of brand names should not be interpreted as exclusive unless clearly specified. Where a specific brand is requested, the item has been pre-approved due to allergies, ingredients, or other factors. In this case, please bid on the brand specified. If an alternate is available with similar specs, please mark the bid item with the abbreviation "Alt" so that a product evaluation can be completed to determine if a sample is needed for approval. If a product is marked **NOI** these items and brands are bid-specific due to taste testing and/or sodium restrictions.
- L. If quoting an item that is considered a "special order," this must be noted on each item as quoted on the bid sheet.
- M. When quoting a different pack size than the one listed in the spec, please place a "*" next to the purchase unit so that there is an accurate comparison.
- N. Kingston and Richwoods CNS reserve the right to change products as needed throughout the contract and to remove items from the contract if no longer needed.
- O. Average Daily Participation for Kingston is 660 for lunch and 460 for breakfast, district enrollment is 816. Average Daily Participation for Richwoods is 120 for lunch and 120 for breakfast, district enrollment is 144.
- P. It is the policy of the Kingston K-14 and Richwoods R-7 School Districts 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.

- Q.** As per 2 CFR 200.321 (a) Kingston and Richwoods Child Nutrition will take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps include: (1) Placing qualified small and minority businesses, and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourages participation by small and minority businesses, and women’s business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in items (1) through (5) of this section.
- R.** Contractors must maintain all required records for **three** years after final payment and all other pending matters are closed for all negotiated contracts. Duly authorized representatives of the Local Education Agency, State Agency, United States Department of Agriculture or Comptroller General must have access to any books, documents, papers, and records of the contractor which are directly pertinent to all negotiated contracts.
- S.** 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.
- T.** 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.
- U.** 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. Vendors whose staff will regularly enter school buildings will background each staff member to ensure that they are not on a sexual offender or predator list. A complete list of district policies can be found at:
- Kingston - https://simbli.eboardsolutions.com/SB_ePolicy/SB_PolicyOverview.aspx?S=509&Sch=509
 - Richwoods – https://simbli.eboardsolutions.com/SB_ePolicy/SB_PolicyOverview.aspx?S=511&Sch=511
- V.** As an independent contractor of the district, the 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. The contractor must also sign and provide to the district an affidavit indicating they do not knowingly employ any unauthorized aliens under this agreement.
- W.** The Board of Education reserves the right to terminate the contract at any time for due cause, which includes unsatisfactory service or substandard products.
- X.** Kingston and Richwoods School Districts reserve the right to purchase products off-contract directly from growers or other suppliers if in the best interest of either school district at no penalty to either party.
- Y.** The contractor is required to recognize mandatory standards and policies related to energy efficiency which are contained in the Missouri State Energy Plan dated October 2015 issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

2. Specifications

- A. Each bidder should read carefully the information printed on the bid forms and the specifications on each item. KSD and Richwoods R-7 will judge substitute items bid as equal to the brand specified. **KSD and Richwoods R-7 reserve the right to make final decisions on whether such substitute items are approved equals.**
- B. The bidder bears the full responsibility to take the necessary steps to ensure its understanding of the needs of Kingston and Richwoods School Districts 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.
- C. The contractor shall indemnify, defend, and hold harmless the Board of Education and its respective officials, employees, departments, agencies, agents, and volunteers from any and all claims, demands, suits, and actions, including attorney fees, litigation expenses, and court costs connected therewith, brought against the Board and their respective officials, employees, departments, agencies, agents and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Contractor or its employees, agents, or volunteers.
- D. **Milk and Bread Specific** - 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, sugars, added sugars, 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 on. Nutrition information can be emailed directly to our Food Service Director Leta Lute at lute.leta@k-14.org Samples may be delivered to Leta Lute at Kingston K-14 School District 10047 Diamond Rd. Cadet, MO 63630

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 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. Award(s) will be made to the lowest responsible qualified bidder(s) whose bid(s) is deemed to be most advantageous to the District, taking into account overall price based on projected usage, compliance with bid terms, quality of products, references and customer service. The District reserves the right to request clarification or additional information and may interview some or all Bidders as part of the selection process.
- C. The successful bidder will meet requirements based on an evaluation of the best total procurement value using a 100-point scale. Factors include; the lowest bid price based on projected usage (55 pts), Compliance with bid terms (15 pts), High-quality products (15 pts), and Good references/customer service (15 pts). In no event shall the District be required to explain the evaluation process to any bidder.
- D. Kingston and Richwoods School Districts 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.
- E. Successful bidder will be notified of bid item, brand, and estimated usage quantities needed as soon as possible after awards.
- F. All factors including service, accuracy, price, and other amenities will be considered when evaluating the bids. Kingston and Richwoods reserve the right to reject any or all bids based solely on Kingston and

Richwoods' evaluation and to waive any technicalities. This does not obligate Kingston or Richwoods to pay any costs incurred by vendors related to the submission of proposals in response to this request for bids.

- G. Kingston or Richwoods School Districts 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 Kingston or Richwoods personnel.

4. Prices

- A. The district will not incur any costs or deposits related to equipment (cases, coolers, racks, trays, etc.) supplied by the 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 **three drop sites**' (two are located at Kingston School District on the same campus and one is located at Richwoods R-7 School District) in Washington County, Missouri unless otherwise specified.
- D. If Kingston and Richwoods commodity allocation is exhausted prior to the end of the school year, the vendor will continue to provide the specified products at the "Total Cost" indicated on the bid.
- E. Any shipping costs for minimum orders must be added as a statement to the bid on the Contractor Shipping Disclosure. These extra costs will be considered in the overall price per case for each item.
- F. Midterm cost adjustment: A midterm cost adjustment with proof of a manufacturer increase of 5% or greater may be requested by the contractor. All proposed price adjustments with supporting documentation must be received by the Kingston and Richwoods Food and Nutrition Services Director 30 days prior to the requested date of a price change. A copy of the manufacturer's old and new price list may be requested. Price decreases will not require any proof from the manufacturer. Commodity Net Off Invoice items are not eligible for a price adjustment. Kingston and Richwoods reserve the right to purchase items from the secondary low bidder when increases are proposed at no penalty.

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 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, or 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, and 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, and 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 their freshness period and with a minimum of 10 days duration prior to the expiration or pull date of the product.** Any outdated products received will be rejected and vendors will be required to credit the value of these products to the Kingston or Richwoods School Districts. The successful vendor must supply any freshness code information to the Kingston or Richwoods 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. Ordering Process

- A.** After awarding of the bid, orders will be placed via the vendor's online website, email, phone call, completed order form in person, and/or any other method agreed upon between Kingston or Richwoods and the vendor.

7. Billing

- A.** Payment to vendors for purchases made with purchase orders will be submitted and processed under Kingston or Richwoods School District's normal payment procedures that generally provide for the issuance of payments approximately 90 days subsequent to the delivery of products 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 Kingston and Richwoods accurate, reliable, and timely reports (invoices, statements, rebates, and credits).

8. 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.
- B.** A Tax Exemption form will be issued to the contractor upon request.

9. Delivery

- A.** The successful bidder shall be responsible for the 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. Kingston or Richwoods will note, for the benefit of the successful bidder, when packages are not received in good condition and/or shortages occur.
- B.** 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.

10. Substitution after Award of Bid

- A.** Bid pricing on new items may be requested at any time throughout the contract period. The vendor has 5 days to solicit bid pricing from the manufacturer and provide the district with the price.

11. Inspection and Receiving

- A. The district reserves the right to inspect delivered goods. If the goods cannot be inspected at the 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.
- B. All products are subject to inspection and return, at the expense of the distributor, if they are found to be non-conforming to the bid award. If products are non-conforming in any respect (quality, quantity, or packaging) the participants have the right to reject shipment without liability.

12. 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.

13. Failure to Comply with Bid Terms and Conditions

- a. If the successful bidder fails to deliver as ordered, Kingston and Richwoods reserve the right to cancel the contract and purchase the balance from other sources.

14. Contract Provisions

A. Termination:

- a. The District may terminate this Agreement with or without cause at any time by giving 30 days prior written notice to the other party of its intention to terminate as of the date specified in the notice. The contractor shall be paid for Products delivered and accepted up to the date of termination.
- b. In the event of a breach of this Agreement by either Contractor or the District, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 15 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by providing written notice of such termination.

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

- a. 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.
- b. 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.
- c. Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.

C. Federal Work Authorization Program ("E-Verify") Forms 23.1 and 23.2

- a. 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 a 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.

15. Points-Based Incentive Programs

- A.** It is requested to include/provide ongoing support similar to Cool School Café point, or an equivalent, to benefit the food service program.

16. Appendix I- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

- A.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- C. **Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60:**** all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):**** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “An-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment for the performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387):** as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H.** Mandatory standards and policies relating to energy efficiency are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- I. 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 of Award Management (SAM), in accordance with the OBM 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 Listed System in SAM (sam.gov) 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.
- J. BYRD ANTI-LOBBYING AMENDMENT** Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.
- K. See §200.322 Procurement of Recovered Materials:** 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.

17. Bid Protest Procedure

Formal protests regarding the bid AWARD must be received in writing by the Director of Child Nutrition Services within five (5) business days after the date of the award. The protest must be submitted in writing to the District (email is not acceptable), before 3:30 pm of the fifth business day following the bid opening. A bidder's failure to timely file a protest shall constitute a waiver of his/her right to protest the award of the contract.

The protest shall contain, at a minimum, the following information:

- 1) Clear indication that the communication is a formal, written protest
- 2) Name, address, and phone number of the protestor
- 3) Detailed statement describing the grounds for the protest
- 4) Supporting exhibits, evidence or documents to substantiate the claim

A timely and complete bid protest will be reviewed and decided by the Director of Food and Nutrition Services. An incomplete protest or one that does not establish that the protester has the standing to challenge the award will be summarily denied. A decision addressing the merits of the protest will contain findings of fact and an analysis of the issues presented in the protest. The decision will sustain or deny the protest. If the protest is sustained, available remedies include canceling the award.

18. Contractor Shipping Disclosure

All bid prices must include all charges for packaging and transport to the location determined by the Kingston K-14 and Richwoods School District in the contract. Any order limitations or added shipping costs placed on the District after the contract award will not be accepted.

If mutual agreement cannot be made as to the minimum order amount, the District reserves the right to find the Distributor non-responsive and to make the award to the next low bidder who is responsible and responsive for those line items. The decision shall be final and unappealable.

19. Renewal of Contract

Kingston K-14 and Richwoods R-7 School Districts shall communicate with the current vendor regarding the initial desire to extend the contract for an additional year. If the contractor has an initial desire to extend, they must provide a letter of intent. This letter must indicate in general terms if pricing will be held, or the approximate extent of price increases. It is expected that no more than 15% of the items would be increased in price on a rollover (excluding new items). Kingston and Richwoods reserve the right to reject rollover pricing and re-bid during any stage of the rollover process. The vendor shall adhere to all requirements of the bid for the renewal period

Kingston K-14 and Richwoods R-7 School Districts
General Bid Terms and Conditions
2023-2024

Please answer the below questions:

1) Is there a minimum case quantity per order? **Yes or No**

If **Yes** , please state the quantity _____

If **Yes** , can pallets contain mixed items? **Yes or No**

2) Is there a minimum dollar amount per order? **Yes or No**

If **Yes** , please state the dollar amount. _____

Please sign below:

Name: _____

Title: _____

Company: _____

Date: _____

NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER

State of Missouri)
S.S.
County of _____)

_____, being first duly sworn, deposes and says that:

1. They are the (owner, partner, officer, representative, or agent) of _____, the Bidder that has submitted the attached Bid;
2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such bid is genuine and is not a collusive or sham bid; and that all statements made and fact set out in the Proposal are true and correct;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest including this affidavit, has in any way colluded, considered, connived, or agreed, directly or indirectly with any other bidder, firm, or person, to submit a sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract; or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached Bid or of any other bidder, or to fix the overhead, profit, or cost element of the Bid price of the other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Wentzville or any person interested in the Proposed Contact.
5. The price or prices quoted in the attached Bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and
6. They further certify that bidder is not financially interested in or financially affiliated with any other Bidder on this project.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER.

My Commission expires: _____

21.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification is included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Actives," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, tle 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY:(type or print)_____

TITLE:_____

22.

Certification Regarding Debarment, Suspension, and Other

Responsibility Matters Primarily Covered Transactions Instructions for

Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transactions be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is debarred, suspended, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies including suspension and/or debarment.

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

Before Signing the Certification

Read all the instructions which are an integral part of the certification.

1. The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. Name and Title of Authorized Representative Signature Date

Company Name

Duns #

Name and Title of Authorized Representative (Printed)

Signature of Authorized Representative

Date

23.

ANTI-DISCRIMINATION AGAINST ISRAEL ACT

THIS SECTION SHALL NOT APPLY TO CONTRACTS WITH A TOTAL POTENTIAL VALUE OF LESS THAN ONE HUNDRED THOUSAND DOLLARS OR TO CONTRACTORS WITH FEWER THAN TEN (10) EMPLOYEES.

The Missouri legislature passed the Anti-Discrimination Against Israel Act with an effective enforcement date of August 28, 2020. Below are Sections 1 and 2 of the statute:

34.600. Citation of Law – public entity contracts, no boycott of goods or services from Israel definitions – violation, voiding of contract – rulemaking authority. Section 1. This section shall be known as the “Anti-Discrimination Against Israel Act.”

Section 2. A public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

24. Signature Page

**Kingston K-14 and Richwoods R-7 School Districts
General Bid Terms and Conditions
2023-2024**

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

Company Name

Authorized Signature

Email Address

Phone

Fax

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**

Notice of No Bid on Proposal

Please complete this form and return to:
Kingston K-14 Food and Nutrition Services
Leta Lute, Director lute.leta@k-14.org

Please check a box below.

1) We have decided not to submit a proposal, but wish to remain on the vendor list.

2) The products/services we represent do not fit in with any bid categories.

3) We wish to be removed from the vendor's list.

Comments

Company Name

Name of Representative

Title

Date