



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 13, 2021

The Kingston K-14 School District of Cadet, Missouri, will accept bids for **produce** until 1:00 p.m., on Wednesday May 12, 2021. Bids will be opened at 1:30 p.m. on May 12, 2021 in the District Board Room. Bidder must submit one (1) paper copy AND one (1) digital copy on a flash drive for analysis. Award of contract will be made at the regular meeting of the Board of Education at 6:00 p.m. on Tuesday, May 18, 2021. Contract will be awarded to the lowest bidder provided he/she furnishes satisfactory evidence of the ability to perform or to furnish satisfactory services called for.

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 1:00 p.m. on Wednesday, May 12, 2021 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, "Produce Bid". **Distributor must submit one (1) paper copy AND one (1) digital copy on a flash drive for analysis.**

The Board reserves the right to reject any or all bids or any part of any bid and accept that bid which appears to be in the best interest of the school district. The board reserves the right to waive any informalities in 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 Any bid may be withdrawn prior to the scheduled time for the opening of bids.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 EQUAL OPPORTUNITY EMPLOYER

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. 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 \(AD-3027\)](#) of found 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. 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; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.



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Kingston K-14 and Richwoods R-7 School Districts Request for Proposal **Produce** General Terms and Conditions For 2021-2022 School Year

1. Introduction
2. Specifications
3. Awards
4. Prices
5. Condition and Quality of Goods
6. Billing
7. Taxes/Surcharges
8. Delivery
9. Substitution after Award of Bid
10. Inspection and Receiving
11. Acts of God
12. Failure to Comply with Bid Conditions and Specifications
13. Contract Provisions
14. Renewal of the Contract

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 1:00 p.m. on Wednesday, May 12, 2021 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 will be opened at 1:30 p.m. on May 12, 2021 in the District Board Room. Bids must be delivered sealed and marked, "**Produce Bid**". **Distributor must submit one paper copy for analysis.** Award of contract will be made at the regular meeting of the Board of Education at 6:00 p.m. on Tuesday, May 18, 2021.
- b. Bid shall be for the 2021-2022 school year beginning August 1, 2021 and ending July 31, 2022. **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 or Richwoods R-7 Child Nutrition Services.
- d. Produce 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 in the back side of the 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 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 and Richwoods R-7 will be closed on these dates. **Produce deliveries are required to be delivered at least twice a week to each site for Kingston and once a week to Richwoods.**
- 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 for Kingston is 760 for lunch and 590 for breakfast. District enrollment is 868. Average Daily Participation for Richwoods is 120 for lunch and 120 for breakfast. District enrollment is 151.
- j. 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.
- 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:

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

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.

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 and Richwoods R-7. **KSD and Richwoods R-7 reserves 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.

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. 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.

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. Kingston and Richwoods reserves 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 submission of proposals in response to this request for bids.

e. 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 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 site's (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.

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 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. Billing

a. Payment to vendors for purchases made with purchase orders will be submitted and processed under Kingston or Richwoods 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 Kingston and Richwoods 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. 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.

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, Kingston and Richwoods 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.

14. Renewal of Contract

Kingston K-14 and Richwoods R-7 School Districts shall communicate with the current vender 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 roll-over (excluding new items). Kingston and Richwoods reserves the right to reject roll –over pricing and re-bid during any stage of the roll-over process. Vender shall adhere to all requirements of the bid for the renewal period

Kingston K-14 and Richwoods R-7 School Districts

Produce Bid Terms and Conditions

2021-2022

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

Bidder’s Company Name: _____

Authorized Signature: _____

Email Address: _____ Phone: _____

Date: _____

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