

PARK HILL PURCHASING AGREEMENT

8500 NW Riverpark Drive, Pillar 116
Parkville, MO 64152
Phone 816-359-4090

SEALED BID X

Sealed Bids to be marked:
"Commodity Foods Bid"

REQUEST FOR PROPOSAL

Sealed Bid due Monday, May 22, 2017 at 11 am

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CONTRACT SECTION 1- INVITATION TO BID

ITEMS: Commodity Food Items Bid
TYPE OF CONTRACT: Cost plus fixed delivery fee
PERIOD: Effective 2017/18 School Year
BID OPENING: May 22, 2017
MAIL BIDS TO: Park Hill School District
Food Service Department
8500 NW Riverpark Drive, Pillar 116
Parkville, MO 64152

CONDITIONS: IN STRICT ACCORD WITH SECTIONS I THROUGH V
CONTACTS: If there are questions concerning this invitation to bid, please contact
Ronda McCullick, Director of Food Services, at 816-359-4090.

Park Hill School District (also referred to as PHSD) will be accepting proposals for the purchase of commodity food items. Sealed Proposals shall be filed no later than 11:00 am, May 22, 2017.

Return proposals in a sealed envelope labeled "Commodity Food Items Bid" to Ronda McCullick, Park Hill School District, 8500 NW Riverpark Drive, Pillar 116, Parkville, MO 64152.

Only proposals received by the date and time specified will be considered and venders bear the responsibility to confirm their bid has been received. Vendors are invited to be present at the opening of the proposals to be held at Park Hill School District, 8500 NW Riverpark Drive, Pillar 116, Parkville, MO 64152, on the above date.

LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

1. No Federal appropriated funds have been paid or will be paid 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 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 be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

CHILD SUPPORT CERTIFICATION

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

CLEAN AIR AND WATER ACT

As required by USDA, the undersigned certifies the following:

I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1990, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C.1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

FELONY NOTIFICATION

The undersigned affirms this company is, the undersigned affirms this company is _____ / is NOT _____ owned or operated by anyone who has been convicted of a felony. Attach explanation of any felony conviction. This statement is not required of a publicly-held corporation.

DEBARMENT AND SUSPENSION

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

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 titled Debarment and Suspension.

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

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

ANTI-DISCRIMINATION

No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

DATE: _____

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

CONTRACT SECTION II- GENERAL BID AND CONTRACT REQUIREMENTS

1.0 SCOPE

a) The goal of this proposal is to receive firm pricing and procure specified commodity products to meet the needs of PHSD. Costs on this proposal shall be firm for the entire term, August,1, 2017 through June 30, 2018. Distributor shall provide a cost plus a fixed delivery fee for the purchase of all items identified in specifications and additional commodity items not listed on this proposal that may be requested after the bid is awarded. If PHSD’s commodity allotment 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 Specifications Worksheet.

Procurement of the following commodity products is covered in the scope of this bid:

Commodity Manufacturer	Deferral Pounds	Beginning Purchase Date	Commodity Type
Goldkist Chicken	59,872.42	7/17/17	NOI
Tyson Chicken	37,639.28	7/17/17	NOI
Jenni-O Turkey	1,924.59	7/17/17	NOI
Yang’s	3243.55	7/17/17	NOI
Giorgios*	13,575.60	7/17/17	NOI
Conagra	2,078.63	7/17/17	NOI
Bongards	4,309.66	7/17/17	NOI
Tasty Brands	2,025.54	7/17/17	NOI
McCain Swt Potato	11,734.59	7/17/17	NOI
McCain Potato	41,294.35	7/17/17	NOI
Red Gold	9,581.56	7/17/17	NOI
Schwan’s	1,692.20	7/17/17	NOI
SA Piazza	6,700.08	7/17/17	NOI
Advance Chicken	15383.55	7/17/17	NOI

*Giorgios to be procured NOI if bid pricing is comparable to Fee For Service Procurement Price + Fixed Delivery Fee

A Bid Specifications Worksheet is provided with this bid document. It contains written specifications for all products for which pricing is being solicited. Please complete the document by filling in all sections as outlined. Failure to complete this worksheet provided will result in the bid being rejected.

The following is outline information that is to be included on the Bid Specification Worksheet:

- Invoice cost of merchandise
- + Freight in (if not included in invoice cost)
- Manufacturer promotional dollars and discounts.

- = Actual value (Vendor’s cost)
- + Fixed Delivery Fee
- =Total Cost
- Commodity Allowance (NOI)
- =Delivered Cost

The award will be based on PHSD evaluation of best total procurement value.

CONTACT: All questions should be directed between 8:00 a.m. and 4:00 p.m., Monday through Friday, to Ronda McCullick, (816) 359-4090.

2.0 SPECIFIC TERMS

1) BID TERMS

Sealed bids will be accepted at Park Hill School District Foodservice Office at the place, date and hour shown in Contract Section I, at which time the bids will be publicly opened.

2) CORRECTION OR WITHDRAWAL OF BIDS

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by distributors guaranteeing authenticity. Proposals and modifications received after the time set for the opening will be declared late and not eligible for opening and consideration. Late deliveries will be held unopened. Distributors will be advised that their proposal was late and not accepted and will be allowed to pick up their proposal or have the proposal picked up by a courier. Proposals will remain open and valid for acceptance for a period of 90 days following the proposal opening. PHSD is not responsible for mail, courier, or other delivery methods, in-transit time or non-delivery.

3) QUANTITIES

Distributors are required to bid 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 raised with the Park Hill Food Service Director, Ronda McCullick, prior to the bid opening. PHSD will advise the winning distributor of anticipated product usage and estimated volume. Park Hill will also alert the distributors to changes in product usage in advance so they may be prepared to supply that item.

4) REVIEW AND AWARDING OF BIDS

After the public opening of bids, a single award will be made from the acceptable low bids. The bidder acknowledges the right of PHSD to reject any or all bids as it deems it to be in the best interest of the District and to waive informality or irregularity in any bid received.

5) EXCLUSIVITY

- a. The District agrees to use the designated contract supplier as an exclusive source for the specified commodity items unless a variance is indicated on the Commodity NOI Spreadsheet. An anticipated exception might be in time of emergency or for products that the vendor is unable to obtain in a timely manner to meet the needs of the PHSD.
- b. The designated supplier reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when PHSD may have to seek other interim product sources. In case of default by the successful bidder, the PHSD after due notice (oral or written) may procure the necessary supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby. Continuous instances of default may result in the removal from the pre-qualified bid list for the duration of the ensuing bid period, at the option of PHSD.
- c. Any award made as a result of this solicitation, may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by the vendor.

6) LINES OF COMMUNICATIONS

As far as practical, all communications between the school district and supplier(s) shall be in either electronic communications (e-mail) or via distributors representative during scheduled visits. Each shall designate a representative to deal with day-to-day logistical matters of the program.

7) REPORTS

- a. Vendors must track and submit all required reporting to fulfill requirements of Missouri Department of Elementary and Secondary Education and the USDA in administration of the commodity program.
- b. The supplier shall provide electronically on a monthly basis an updated commodity usage and remaining commodity balances to the PHSD.

- c. Product usage reports which report item purchases by school and totals for the district, shall be supplied upon request, however, usage reports for rebates shall be provided monthly.

8) DELIVERY TIMES AND PLACES

- a. The prices quoted shall be for delivered to all six (6) delivery sites in the district as shown in Section IV. All drop sites require deliveries for the length of the contract.
- b. The successful bidder shall submit delivery schedules to the school district official for approval. This schedule shall remain constant from week to week.
- c. Deliveries shall be made in accord with the frequency and hours designated in Section IV. When holidays or closed days fall on a schedule delivery day; deliveries shall be made on the next school day unless otherwise instructed by the school district officials.
- d. Drivers and helpers shall deliver merchandise into designated storage areas (dry, chilled and frozen) at each school as outlined in Section IV.

9) ITEM SUBSTITUTIONS

MANUFACTURER'S BRAND NUMBER AWARDED MUST BE THE BRAND NUMBER DELIVERED. NO UNAUTHORIZED SUBSTITUTIONS will be accepted. Substitution may be made only upon approval by the District Representative.

10) NEW BID ITEMS

Bid pricing on new items may be requested at any time throughout the contract period. Within 2 days of the request, the distributor will solicit bid pricing from the manufacturer and provide the District with pricing.

11) PAYMENTS

- a. Vendor shall submit statements and claims monthly on mutually agreed upon dates to the school district. Each statement shall include a summary of delivery tickets (invoiced) for the period. Each ticket shall be listed in numerical sequence and show the total charge. Statements may be submitted more often than monthly with the mutual agreement of both parties. Payment terms are net forty-five (45) days.
- b. Credits for incorrectly priced items should be issued within 30 days and must be accompanied by printed documentation and a refund to the appropriate commodity bank.

12) CONTRACT TERMS AND TERMINATION

This one-year contract is effective from July 1, 2017 through June 30, 2018. The transfer or assignment of this contract is prohibited. Contracts may be terminated at any time, on 30-day written notice, upon the mutual agreement of all parties, or in a shorter period of time, if the terms of the contract are violated in any way.

3.0 BIDDER QUALIFICATIONS AND BID CONDITIONS

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

- 1) **ACCOUNTING PRACTICES**-Successful bidder must clearly demonstrate to the District officials his capability to provide accurate, reliable and timely reports, in terms of invoices, statements, rebates, credits and utilization reports. Moreover, he must demonstrate his capability to provide accurate, reliable and timely reports to DESE for purposes of managing the commodity product balances.
- 2) **CAPACITY**-A bidder must clearly demonstrate they have the capacity, physically and financially, to supply items to all delivery sites in economical quantities as required.
- 3) **COMPUTER SUPPORT**-The bidder must be able to support the District with technology support as requested.

- 4) **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 Association of Food and Drug Officials (AFDOS) Code as recommended by the Food and Drug Administration.
- 5) **LIABILITY INSURANCE**-Bidders shall provide proof of comprehensive liability insurance
- Minimum Insurance Requirements**
- The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability and upon award of this contract, certified copies of original insurance policies shall be furnished to PHSD.
- 1) Workers' Compensation with Waiver of subrogation to Park Hill Employer's Liability, including all states, and other endorsements, if applicable to the Project. Statutory, and Bodily Injury by Accident: \$300,000 each employee. Bodily Injury by Disease: \$2,000,000 policy limit \$300,000 each employee. Park Hill School District shall be named as "additional insured" on workers' compensation policy.
 - 2) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability. \$300,000 each occurrence. Limit Bodily Injury and Property Damage Combined \$300,000 Products-Completed Operations Aggregate Limit \$500,000 Per Job Aggregate \$300,000 Personal and Advertising Injury Limit. Park Hill School District shall be named as "additional insured" on commercial general liability policy.
 - 3) Automobile Liability Coverage: \$300,000 Combined Liability Limits per individual, \$2,000,000 per occurrence, Bodily Injury and Property Damage Combined. Park Hill School District shall be named as "additional insured" on automobile policy.
- 6) **PRODUCT LINE**-It must be clearly evident to PHSD officials that the bidder is capable of delivering promptly all items on the bid list.
- 7) **RELIABILITY**-A successful bidder must have a proven record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A distributor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the distributor and PHSD.
- 8) **SANITATION REQUIREMENTS**-Contractors' facilities may be routinely inspected by any PHSD District representative. Facilities and operating practices must be continuously in compliance with the U.S. Food, Drug, and Cosmetic Act and State and local laws and regulations.
- 9) **REPORTS** - The vendor will have the capability to provide aggregate reports upon request from District: Dollar volume i.e. month or YTD usage figures for a specific brand for tracking rebates, and descending dollar reports.
- 10) **SALES ACCOUNT REPRESENTATIVE**- The successful bidder will provide an account representative assigned to District to assist with district needs as they may arise.
- 11) **WORK STOPPAGES**-The bidder guarantees delivery to the district regardless of any organized work stoppages.
- 12) **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 Missouri
 2. Contractors providing services under the Invitation to Bid herewith assure PHSD District they are conforming to the provisions of the Civil Rights Act of 1964 as amended.

3. Deliveries against this contract must be free of fuel surcharge, excise, transportation, and sales taxes, except when such a tax is part of a price and school district is not exempt from such levies. Excise tax exemption registration number may be used when required.
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 official form provided. Bids submitted on a company form may be rejected.
5. The bidder agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims liens, demands, obligations, actions proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof.
6. The successful bidder shall meet the "Buy American" standards as defined in the Child Nutrition Reauthorization Act of 1998. School districts participating in the National School Lunch Program (NSLP) and in the contiguous United States are required to purchase for this program, to the maximum extent practicable, domestic commodities or products. The term "domestic food commodity or product" means agricultural commodities produced in the U.S. and food products processed in the U.S. substantially using agricultural commodities that come from American-produced products.

13) STANDARD PRODUCT CONDITIONS

1. All products shall conform to the minimum requirements of Federal and State regulations. Those requirements shall include but not be limited to weights, measures, full containers, drained weights, and contamination.
2. All products shall conform to standard guarantee requirements with respect to HACCP safety standards, and the supplier by his signature on Section I, page I-2, agrees to hold the buyer harmless in the event of product failures.
3. If a product recall is instituted on an item that has been furnished and delivered to PHSD, the contractor will immediately notify both verbally and in writing Park Hill Foodservice office with all pertinent information of recall. Contractor will be responsible for all cost associated with replacement product, shipping charges, and/or product credit. PHSD will make final decision whether product needs to be credited or replaced.
4. All products should arrive in an unopened original container.
5. Perishable products (including, but not limited to yogurt and juice) shall have a minimum of a two-week shelf life from date of delivery.

4.0 RIGHTS AND REMEDIES

1. Audits may be made of a supplier's cost price records as follows:
 - 1 Audits may be made at the discretion of the District or at any time monthly price reviews indicate that a problem might exist.
 - 2 Audits may be made of any product purchased during the term of the contract.
 - 3 A full review may be undertaken when circumstances are questionable.

2. All product(s) are subject to inspection and return, at the expense of the distributor, if found to be non-conforming to the proposal award. If product(s) are non-conforming in any respect (quantity, quality or packaging) the participants have the right to reject shipment without liability. If the District is not able to inspect the product(s) at the time of delivery, the district reserves the right to inspect and approve the products within a reasonable amount of time after delivery. Prospective distributors must prove beyond any doubt to PHSD that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed. PHSD is not responsible for items purchased by distributor(s) in anticipation of award.

3. Successful distributors should immediately notify PHSD of its inability to perform in a timely manner. The District will notify participants of any authorized substitutions or late deliveries caused by manufacturing delays, etc.

DELIVERY SITES/ COMMODITY VOLUME

ESTIMATED SUMMARY OF REQUIREMENTS

Delivery Route	Production Cafeteria Location	# Weekly Delivery	Delivery Day/Time A.M.
A-1	Park Hill South High School 4500 NW Riverpark Drive Riverside, MO 64152 (816) 359-4126	1	Monday/6:00a.m or twilight
A-2	Lakeview Middle School 6720 NW 64 th Street Kansas City, MO 64151 (816) 359-4226	1	Monday/6:30a.m. or twilight
A-3	Plaza 6 th Grade Center 6501 NW 72 nd Street Kansas City, MO 64151 (816) 359-4216	1	Monday/7:00 a.m. or twilight
A-4	Park Hill High School 7701 Barry Road, Kansas City MO 64153 (816) 359-4116	1	Monday/7:45 a.m. or twilight
A-5	Congress Middle School 8150 N. Congress Kansas City, MO 64152 (816) 359-4236	1	Monday/8:30 a.m. or twilight
B	Lead Innovation Studio 10150 N Ambassador Drive Kansas City, MO 64153	1	Thursday AM Warehouse Drop to 8500 NW Riverpark Drive, Pillar 116
B	Chinn Elementary 7100 NW Chatham Road Kansas City, MO 64152 (816) 359-4336	1	Thursday AM Warehouse Drop to 8500 NW Riverpark Drive, Pillar 116
B	English Landing Elementary 6500 NW Klamm Road Kansas City, MO 64151 (816) 359-4376	1	Thursday AM Warehouse Drop to 8500 NW Riverpark Drive

B	Graden Elementary 8804 NW 45 Highway Kansas City, MO 64152 (816) 359-4346	1	Thursday AM Warehouse Drop to 8500 NW Riverpark Drive
B	Hawthorn Elementary 8200 N. Chariton Avenue Kansas City, MO 64152 (816) 359-4396	1	Thursday AM Warehouse Drop to 8500 NW Riverpark Drive
B	Union Chapel Elementary 7100 NW Bethel Kansas City, MO 64152 (816) 359-4316	1	Thursday AM Warehouse Drop to 8500 NW Riverpark Drive
B	Prairie Point Elementary 8101 NW Belvidere Road Kansas City, MO 64152 (816) 359-4386	1	Thursday AM Warehouse Drop to 8500 NW Riverpark Drive
B	Renner Elementary 7401 NW Barry Road Kansas City, MO 64152 (816) 359-4356	1	Thursday AM Warehouse Drop to 8500 NW Riverpark Drive
B	Southeast Elementary 5704 NW Northwood Kansas City, MO 64151 (816) 359-4366	1	Thursday AM Warehouse Drop to 8500 NW Riverpark Drive
B	Line Creek Elementary 5801 NW Waukomis Drive Kansas City, MO 64151	1	Thursday AM Warehouse Drop to 8500 NW Riverpark Drive
B	Tiffany Ridge Elementary 5301 NW Old Tiffany Springs Road Kansas City, MO 64154	1	Thursday AM Warehouse Drop to 8500 NW Riverpark Drive
B	Early Childhood Center 8100 N. Congress Kansas City, MO 64153 Phone TBD	1	Thursday AM Warehouse Drop to 8500 NW Riverpark Drive

Total Proposed Weekly Drops - 6

Proposed routing schedule for maximum efficiency

*Delivery Schedule A=Stops listed in order of preference

*Delivery Schedule B= Warehouse

Request all deliveries be completed by 10:30 am to avoid conflict w/ lunch schedule. Routing adjustments may be made with permission and input from the District Representative.

NOTICE OF NO BID ON PROPOSAL

Commodity Foods Bid
Please complete this form and return by fax: (816) 359-4099
Attn: Ronda McCullick, Park Hill Food Service Office

(Check below)

1. We have decided not to submit a proposal for the reason(s) listed below, but wish to remain on the vendor's list.

2. The product/service we represent should be listed in another category. (Specify)

3. We wish to be removed from the vendors list for the reason(s) listed below:

EXPLANATION FOR "NO" BID ON PROPOSAL OR WISH TO BE REMOVED

Company: _____ Phone: _____

Address: _____ Fax: _____

City, State, Zip Code _____

E-mail
Address: _____

Signature of vendor's representative: _____

Typed/Printed Name: _____

Title: _____ Date: _____

Thank you for your assistance.