

May 14, 2019

PRIME VENDOR BID FOR THE 2019-2020 SCHOOL YEAR

Enclosed are the terms and market basket for the Prime Vendor Bid for the 2019-2020 school year. To be completed by June 5, 2019, 10:00 A. M.

Grace Brown
Food Service Director
USD #378 Riley County Schools
(785) 485-4043
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PRIME VENDOR BID FOR THE 2019-2020 SCHOOL YEAR

Enclosed are the terms and market basket for the Prime Vendor Bid for the 2019-2020 school year. To be completed by June 5th, 2019 10:00 am.

- Bids are to be in a sealed envelope. Phone quotes will not be accepted. Fax bids will not be accepted. Sealed bids are due in the USD 378 District Office on or before 10:00 am on Tuesday, June 5th, 2019. Please mark your bid envelope "Sealed Bid." If you do not choose to submit a bid, please return the proposal form to us indicating "No Bid" for our records.
- The acceptance of the bid is with the understanding that the product and service remains satisfactory to USD 378 and that the agreement can be cancelled two weeks after the District sends notice of termination and the cause for dissatisfaction.
- Please note numbers **20 & 25**.
- Mail or Hand Delivered:

USD #378 District Office
Attn: Grace Brown
204 W Kansas Ave
Riley, KS 66531

**Invitation for Food and Nutrition Services Prime Vendor Proposal
Standard Bid Terms and Conditions**

The following terms and conditions shall prevail with regard to this bid document. USD #378 reserves the right to reject any bid which fails to meet these terms and conditions.

GENERAL:

Food and Nutrition Services, hereinafter referred to as "FNS", proposes to contract with an organization or individual hereinafter referred to as "bidder", whereby the bidder will furnish and deliver food products and supplies to each FNS operation site.

Attached is a market basket to be used for the submission of information requested. The bid must be seal and clearly addressed to:

USD #378 District Office
Attn: Grace Brown
PO Box 326
204 W Kansas Ave
Riley, KS 66531

All proposals MUST be submitted in a sealed envelope marked on the front as follows: "Sealed Proposal, Prime Vendor, Food Service" and received by June 5th, 2019, 10:00 am CDT.

1. AGENCY DESCRIPTION:

FNS operates two production kitchens which provide breakfast and lunch to approximately 700 students daily. Our kitchens receive deliveries twice each week at each site and operate from the first of August through the end of May. FNS does not have a central warehouse and has limited storage at each production site.

2. CONTRACT SCOPE:

This contract is intended to cover items in the following categories: general groceries, frozen, meat, canned/dry, paper/disposable, and produce. It is not intended to cover milk, cleaning products or equipment at both locations. This shall represent not less than 80% of FNS purchase requirements in the above categories.

3. USAGES ESTIMATES:

The estimated product quantities are intended only as a useful guide and do not imply guarantee on the part of FNS to purchase stated quantity as a minimum or a maximum.

4. BID SUBMISSION DOCUMENTS:

Bid prices must be submitted only on the market basket form provided in this bid document in the yellow highlighted column. All information must be legible. Any and all corrections and/or erasures must be initialed. The authorized bidder must sign each bid document. All required information must be included.

5. ACCURACY OF BID:

Each bid will be made part of the public record of USD 378. Therefore, it is necessary that any and all information presented is accurate. If there is a discrepancy between the unit price and extended total, the unit price will prevail. Submit cost basis to determine market basket price with bidder documents.

6. SUBMISSION OF BID:

Bids are to be sealed and submitted to FNS prior to the date and time indicated on the cover sheet with all bids opened as noted.

7. LATE BIDS AND MODIFICATION OR WITHDRAWALS:

Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.

8. EQUIVALENT BIDS:

When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of the same quality, style and features are invited unless items are marked "no substitute". Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Samples may be required and shall be supplied at no charge to FNS.

9. CONTRACT PERIOD:

The contract shall be effective from July 1, 2019 through May 31, 2020. The District may terminate the contract by providing a 30 day written notice to the supplier.

10. CONTRACT TERMINATION:

This agreement may be terminated at any time by FNS upon thirty (30) days written notice, should FNS determine that it is not in its best interest to continue the contract and/or the bidder is not performing with the provisions and intent of this agreement.

Upon receipt of the termination notice, the bidder shall have twenty (20) days to correct noncompliance issues. If compliance is achieved, as determined by FNS, the termination notice will be cancelled.

This agreement may be terminated by the bidder with sixty (60) days written notice for failure by FNS to comply with contract terms.

11. CONTRACT IMPLEMENTATION:

Deliveries to FNS kitchens will begin August 1, 2019.

12. AUDITING:

Throughout the life of the contract FNS reserves the right to conduct audits a maximum of four (4) times per year. A maximum of fifty (50) items will be reviewed at each audit. Audits shall verify that the bids and amount invoiced are in accordance with the terms of this agreement. Such audits will not unreasonably interfere with the conduct of the bidder's business. The bidder will be given at least 5 days advance notice in order to prepare the documents for review. The bidder shall promptly reimburse FNS for any overcharges.

13. ORDERING SCHEDULE:

Orders will be placed on Friday for deliveries on the following Monday and Wednesday for deliveries on Thursday to the two sites. Deliveries will be made twice per week at each location. Orders may be modified (either add or delete items) by FNS up until 3:00 p.m. on the weekday preceding the delivery, i.e. by 3:00 p.m. Saturday for Monday deliveries and by 3:00 p.m. Wednesday for Thursday deliveries.

14. METHOD OF ORDERING:

The successful bidder shall provide software necessary for direct electronic communication from FNS central office to bidder's computer/website. In the event the process is not functioning, orders shall be picked up by the bidder's account representative or faxed to the bidder. The bidder must provide the technology and maintenance support as it becomes necessary. Software must comply with district network and security requirements.

15. SUBSTITUTIONS OR SHORTAGES:

The bidder's account representative shall contact the FNS Director by 2:00 p.m., the weekday prior to delivery to discuss any shortages on the next day's delivery and any substitutions that need to be made. Substitutions will not be made without prior approval from the FNS Director. Substitutions will lower the fill rate as noted below ("Delivery Failure").

16. DELIVERY FAILURE:

If the successful bidder fails to deliver an order, the bidder will take corrective action either making a special delivery to FNS or by arranging for delivery by another vendor. The bidder shall assume any additional costs between the price of the originally ordered items and the price from the alternative vendor. An average fill rate of 98% to 100% is expected.

17. DAMAGED MERCHANDISE:

FNS has no obligation to accept damaged shipments and reserves the right to return at the bidder's expense damaged merchandise even though the damage was not apparent or discovered until after the receipt of the items. The bidder is responsible to notify the FNS of any late or delayed shipments. FNS reserves the right to cancel all or any part of an order if the shipment is not made as promised.

18. EMERGENCY ORDERS/DELIVERIES:

The bidder must be able to respond to emergency deliveries as they arise due to circumstances beyond FNS' control, FNS will hold these to a minimum.

19. SAFETY:

All practices, materials, supplies and equipment shall comply with the federal occupational safety and health act, as well as any pertinent federal, state and or local safety or environmental codes. Material Safety Data Sheets must be provided for each item as applicable.

20. HAACP:

The bidder must supply FNS with a copy of the bidder's HAACP compliance plan with submission of bid. Inspection of the distribution facility and/or HAACP compliance records may be conducted.

21. HOLD HARMLESS:

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 and other expense 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.

22. LAW GOVERNING:

All contractual agreements shall be subject to, governed by and construed according to the laws of the State of Kansas.

23. NON-DISCRIMINATION CLAUSE:

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.

24. ORDER GUIDE & PRICE UPDATE:

1. Prices for items shall be held for one month except for commodity type items changed on a weekly basis. The successful bidder shall provide with the bid information, a list of those products/groups that are to be updated weekly.
2. The successful bidder shall include with the bid a complete listing of their stock book indicating all inventory items maintained in their warehouse as of the bid deadline date, including item name, pack size and order unity.
3. The successful bidder shall provide a new customized price list on a monthly basis to the food service director and updated pages reflecting the price changes for the market type items on a weekly basis to the FNS.
4. If a pack size should change due to manufacturer's revision within the month's time, the successful bidder shall communicate the change to the FNS.

25. DELIVERY SCHEDULE

The successful bidder will deliver twice per week barring holidays, no-school days or snow days to the following locations as stated below:

Grade School – Monday & Thursday
Senior High School – Monday & Thursday

Deliveries must be made at times stated below:

Grade School – Between the times of 5:30 a.m. – 9:00 a.m.
Senior High School – Between the times of 6:00 a.m. – 11:00 a.m.

26. DELIVERY METHODS:

The bidder shall deliver all individual orders invoiced by account to each location. The products shall be maintained at appropriate holding temperatures throughout their staging, loading, transport and delivery.

All of the bidder's facilities and delivery vehicles must conform to local, state and federal rules and regulations regarding sanitation and are subject to inspection by FNS or other officials at the discretion of FNS.

The bidder's driver will deliver and unload all products to the specified area (s) on the inside of the unit's building. The bidder shall provide any equipment needed to complete this process.

At the time of delivery, a designated FNS employee will check the order and take temperatures before they shall sign the invoice.

Food expiration dates will be monitored. Short expiration dates may not be accepted by FNS.

27. ORDER SIZE:

There shall be no extra charge to FNS for any delivery made directly to a unity, regardless of case count or dollar value of the order. There also shall not be an extra charge for any delivery made outside the specified schedule. FNS will monitor any chronic deterioration in the order delivery schedule and act upon the problem; FNS will exercise reasonable judgment when placing small orders and will make every attempt to place correct orders each time.

28. INVOICES:

All deliveries will be accompanied by duplicate itemized invoices. The invoice will include the unit name and account number, product name, unit cost, extension, piece count, and total charges. Any concealed damage or delivery of incorrect products will be reported to the bidder's account representative who will then issue credit memos for any incorrect charges and arrange for the return of mis-shipped or deficient products.

29. UNITS OF PURCHASE:

Upon request of FNS, the bidder will sell some items in smaller pack units or less than full case lots. These should be listed as separate line items in the price list/order book. There shall be no additional charge for this service. FNS recognizes the difficulty of such a procedure and will limit the requests to items that can be sold in smaller units.