

**PARK HILL SCHOOL DISTRICT
FOOD SERVICE DEPARTMENT**

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

SEALED BID

“Fresh Produce Bid”

Bid due on Friday, December 2, 2016 at 10:30 am

ARTICLES AND DESCRIPTION

Park Hill School District is receiving bid proposals for “Fresh Produce”, as per the attached specifications to furnish and deliver products to 5 secondary, 1 early childhood center and 10 elementary school locations for February through July of the 2016-17 school year. Sealed bids will be accepted at the Food Service Department Office, 8500 NW Riverpark Drive, Pillar 116, Parkville, Missouri 64152, until 10:30 am, Friday, December 2, 2016, at which time each bid is publicly opened and is made part of the public record of the Park Hill School District.

It is not the policy of Park Hill School District to purchase on the basis of low bids alone, quality and suitability to purpose being the controlling factors. That being understood the purchaser reserves the right to arrive at such by whatever means he may determine.

Bids need to be submitted on a bid sheet form provided as “Product Pricing Worksheet”. Deviations in product, size, or package quantities will be considered an alternate bid which must be noted and may be rejected at the discretion of the Park Hill School District. This bid form must be used and all bids are to be signed below. Bids must be sealed in an envelope marked “Fresh Produce Bid” and mailed or delivered to the Park Hill School District Food Service Office at or before 10:30 am, Friday, December 2, 2016. Emailed or faxed bids will not be accepted.

Failure to follow any of these instructions will disqualify the offer. The bidder is responsible to verify receipt of the bid. Bids received after the date and time specified above will be rejected.

This Bid is a firm offer which shall be irrevocable and open for acceptance for 45 calendar days from the day set for submission of bids. Park Hill School District reserves the right to accept or reject any or all bids and reserves the right to waive all irregularities and informalities. When no response to bid is made, the vendor may be removed from our listing.

Questions regarding this bid should be directed to Susan Weaver at Park Hill School District at (816) 359-4090 or weavers@parkhill.k12.mo.us

FELONY CONVICTION NOTIFICATION

“The person or business entity that enters into an agreement with this school district must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

The District may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement”.

By submitting this offer and signing this certificate, this bidder:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and
- Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and vendor agrees to share this information with the District upon request.

Bidder must be of lawful age to enter into this agreement. This bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud. No member of the Board of Education of the Park Hill School District, City of Kansas City, Missouri, County of Platte, nor any officer or employee or person whose salary is payable in whole or part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the services to which it is related, or in any portion of the profits hereof.

All employees and /or any subcontractor's employees of said bidder must be lawfully present in the United States as required by MO Immigration Law HB1549.

SPECIAL REQUIREMENTS

1. Bidders are required to read entire bid document. Please pay close attention to the bid that is being submitted.
2. All bidders are required to submit proposals to the address outlined on the cover sheet in a sealed envelope marked, "FRESH PRODUCE BID".
3. Park Hill School District reserves the right to request samples on the items being offered by the bidders. Requested items must represent the exact quality, quantity and pack size of the item bid and accepted.
4. Bids must be submitted only on the form provided in this bid document. All information must be legible. Any and all corrections and/or erasures must be initialed. All required information must be provided.
5. The following terms and conditions shall prevail unless otherwise modified by the Park Hill School District within this bid document. Park Hill School District reserves the right to reject any bid that may take exception to these terms and conditions.

TERMS AND CONDITIONS

BUY AMERICAN STANDARDS – 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 comes from American-produced products.

CANCELLATION – Any order issued as a result of this solicitation may be canceled by Park Hill School District without Park Hill School District incurring any penalty.

CHANGES - Any changes to the requirements specified herein will be communicated to all bidders by the issuance of an addendum. All bidders shall comply with the requirements specified in any addendum issued by Park Hill School District.

CONTRACT TERM - The contract shall be effective from February 2017 through July 2017.

DAMAGES – The successful bidder will be held responsible and required to make good (at their expense), all damages to persons or property caused by the bidder’s employees and/or agents.

DAMAGED SHIPMENTS - The following terms and conditions shall prevail unless otherwise modified by the Park Hill School District within this bid document. Park Hill School District reserves the right to reject any order that may take exception to these terms and conditions.

DELIVERY – The successful bidder will be required to provide all the necessary labor, equipment, and delivery vehicles necessary to perform inside deliveries of produce to all schools within the district.

- *Delivery Time and Dates*

- Secondary Schools – Monday, Thursday (if needed) 5:30 – 9am
- Elementary Schools/Early Childhood Center – Monday – 6:30 – 9am

NEW PRODUCTS – The Park Hill School District reserves the right to add new products for the contract period.

NON-EXCLUSIVITY – This solicitation does not imply the successful bid will have an exclusive contract with Park Hill School District. Park Hill School District has the right to purchase produce elsewhere (based on their individual needs), without violating the rights of the successful proposer. The Park Hill School District may also obtain produce via the Department of Defense Fruits and Vegetables Program should funds become available.

SEASONAL AND LIMITED PRODUCT SCOPE SOLICITATIONS - The Park Hill School District Food Service Department may at their discretion entertain bids for additional seasonal items not included in this bid. Responsive bidders with limited product scope, quantities and supply periods will be given equal consideration in evaluating all bid awards.

LOCALLY SOURCED – produce sourced from within 200 miles of the Kansas City Area will be defined as local and will be given 10 cents per pound preference in evaluation of the bid award.

PRODUCT CHANGES – If product specifications change and/or pack sizes change prior to or during the contractual period, it is the responsibility of the contractor to notify the Park Hill School District’s Food Service office immediately.

PRODUCT RECALL - If a product recall is instituted on an item that has been furnished and delivered to Park Hill School District, the contractor will immediately notify both verbally and in writing Park Hill School District’s Food Service office with all pertinent information of recall. Contractor will be responsible for all cost associated with replacement product, shipping charges, and/or product credit. Park Hill School District’s Food Service office will make the final decision as to whether product needs to be credited or replaced.

PAYMENTS – Terms are net forty-five (45) days.

QUALITY – All products delivered will be of first quality, premium grade with a minimum 7 day shelf life for perishable products.

TAXES – Park Hill School District is tax exempt, so bid should reflect this status.

SCOPE - The intention of this bid is to solicit bids for Park Hill School District produce.

Park Hill School District represents sixteen schools (16) schools that may purchase produce through this bid, based on the specific needs of the school for the school year 16-17. The award contract will cover the original contract period of February 2017 through July 2017. The first delivery for this bid will be arranged with the winning bidder.

For information regarding the bid process, contact Park Hill School District at (816) 359-4090.

ORDERING PROCEDURES – The bidders shall include in their bid, a detailed explanation of how orders are to be transmitted from the requesting members of the Park Hill Food Service Department. At a minimum, explain:

- **The time frame needed to process orders for regular scheduled deliveries**
- **The time frame needed to obtain special order items**
- **The terms and conditions and any associated charges for hot shot deliveries**
- **Order acknowledgement and confirmation process when orders are received by the successful bidder**
- **The procedure(s) when a member of the Park Hill School District wants to track the status of an order, or have an order expedited**
- **Historical ordering/usage information availability**
- **Other features available**

BID TERMINATION - This contract may be terminated at any time, on 30 days written notice, upon the mutual agreement of all parties, or in a shorter period of time with notification in writing, if the terms of the contract are violated in any way.

Product Pricing Worksheet

BID COMPLETION INSTRUCTIONS – Prices quoted on items marked “firm bid” shall not change for the term of the contract February 2017 through July 2017 – offering other than firm pricing on items indicated as firm may be rejected as an alternate bid.

Items that bidder is asked to “specify” may be indicated as either firm or monthly. Firm pricing will be given preference over monthly quotes. Please indicate if a pack size is other than that indicated on the pricing sheet.

Locally Sourced – Please indicate each item that is locally available and circle the months that it will be available.

PRODUCT PRICING WORKSHEET

| Description | Count/Pack Size | Usage Aug-Oct (cases) | Locally Sourced | Months Available Locally (Circle All) | Bid Price | Pricing Requested |
|--|--------------------|-----------------------|-----------------|---------------------------------------|-----------|-------------------|
| Apple, Red Delicious Extra Fancy | 113 ct | 45 | | F/M/A/M/J/J | | Firm |
| Apple, Red Delicious, bulk, Peterson Farms | 10/1# sliced | 255 | | | | Firm |
| Apple, Red Delicious, bulk, Peterson Farms | 10/1# diced | 23 | | | | Firm |
| Apple, Granny Smith, bulk | 4/5# sliced | 44 | | F/M/A/M/J/J | | Firm |
| Apple, Red Delicious, Individual Packages Peterson Farms | 100/2 oz package | 306 | | | | Firm |
| Apple, Granny Smith, Individual Pkg | 120/2 oz package | 18 | | F/M/A/M/J/J | | Firm |
| Banana, Premium | 5# | 42 | | | | Firm |
| Banana, Premium | 38# | 132 | | | | Firm |
| Banana, Petite | 40#/150 ct | 73 | | | | Firm |
| Broccoli, Florets | 4/3# | 32 | | F/M/A/M/J/J | | Firm |
| Broccoli, Florets | 3# | 89 | | F/M/A/M/J/J | | Firm |
| Broccoli Slaw | 4/5# | | | F/M/A/M/J/J | | Firm |
| Basil | 1# | 6 | | F/M/A/M/J/J | | Firm |
| Beet Sticks | Indicate Pack Size | | | | | |

| | | | | | | |
|--|------------------------|-----|--|-------------|--|---------|
| Blackberries | 10# | 79 | | F/M/A/M/J/J | | Firm |
| Carrot, Whole | 5# | 20 | | F/M/A/M/J/J | | Firm |
| Carrot, Baby, bulk, California | 30/1# | 74 | | F/M/A/M/J/J | | Firm |
| Carrot, Baby, bulk, | 1# | 14 | | F/M/A/M/J/J | | Firm |
| Carrot, Baby, ind, | 100/2 oz bags | 52 | | | | Firm |
| Cauliflower, florets | 2/3# | 2 | | F/M/A/M/J/J | | Firm |
| Cauliflower, florets | 3# | 76 | | F/M/A/M/J/J | | Firm |
| Cilantro | 6 count | 53 | | F/M/A/M/J/J | | Firm |
| Celery, Stalk | 3 count | 26 | | F/M/A/M/J/J | | Firm |
| Celery, Sticks | 4/5# | | | F/M/A/M/J/J | | Firm |
| Celery, Sticks | 5# | 20 | | F/M/A/M/J/J | | Firm |
| Coleslaw Mix | 4/5# | 1 | | F/M/A/M/J/J | | Firm |
| Coleslaw Mix | 5# | 45 | | F/M/A/M/J/J | | Firm |
| Cucumbers | 6 ct | 157 | | F/M/A/M/J/J | | Firm |
| Dill | 1# | 11 | | F/M/A/M/J/J | | Firm |
| Grapes, Green | 18# | 7 | | | | Monthly |
| Grapes, Lunch Bunch | 20# | 296 | | | | Firm |
| Jicama Sticks | Indicate Pack Size- 5# | 32 | | | | Firm |
| Kiwi, single layer | 10#/39 ct | 8 | | | | Monthly |
| Kale, Trimmed, No Stems | 4/2.5# | 21 | | F/M/A/M/J/J | | Firm |
| Lettuce, Romaine Heads | 6 ct | 215 | | F/M/A/M/J/J | | Firm |
| Lettuce, Romaine Heads | 12 ct | 31 | | F/M/A/M/J/J | | Firm |
| Lettuce, Romaine Heads (Certified Organic) | 24 ct | | | F/M/A/M/J/J | | |
| Lettuce, Shredded | 4/5# | | | F/M/A/M/J/J | | Firm |
| Lettuce, Shredded | 5# | | | F/M/A/M/J/J | | Firm |
| Lettuce, Arugala or Spring Mix | 5# | | | F/M/A/M/J/J | | |
| Melon, Cantaloupe Chunks | 1/5# | 533 | | F/M/A/M/J/J | | Firm |
| Melon, Honey Dew, Chunks | 1/5# | 260 | | F/M/A/M/J/J | | Firm |
| Mint | 1# | | | F/M/A/M/J/J | | Firm |
| Mushrooms, medium | 5# | | | F/M/A/M/J/J | | Monthly |
| Onion, Green | 12 ct | | | F/M/A/M/J/J | | Monthly |
| Onion, Yellow, medium | 5# | 33 | | F/M/A/M/J/J | | Firm |
| Onion, Yellow medium | 50# | 2 | | F/M/A/M/J/J | | Firm |

| | | | | | | |
|---------------------------|--------------------|-----|--|-------------|--|--------------------------------|
| Onion, Red, jumbo | 5# | 57 | | F/M/A/M/J/J | | Monthly |
| Oranges, Fancy | 113 ct | 158 | | F/M/A/M/J/J | | Firm |
| Nectarines | 50 ct | | | F/M/A/M/J/J | | Monthly |
| Parsley | 6 count | 8 | | F/M/A/M/J/J | | Firm |
| Pears | 100 ct | | | F/M/A/M/J/J | | Monthly |
| Peppers, Green | 5# | 91 | | F/M/A/M/J/J | | Firm |
| Peppers, Red | 11# | 11 | | F/M/A/M/J/J | | Monthly |
| Peppers, Jalapeno | 1# | 30 | | F/M/A/M/J/J | | Firm |
| Pineapple, Chunks | 1/5# | 487 | | F/M/A/M/J/J | | Firm |
| Potato, Baker, Idaho | 80 ct | 1 | | F/M/A/M/J/J | | Firm |
| Potato, Baker, Idaho | 100 ct | 2 | | F/M/A/M/J/J | | Firm |
| Potato, Fingerling | 50# | | | F/M/A/M/J/J | | Firm |
| Potato, Sweet, US #1 | 40# | 2 | | F/M/A/M/J/J | | Firm |
| Potato, Red Size C | Indicate Pack Size | | | F/M/A/M/J/J | | <u>Specify</u> Firm/Monthly |
| Potato, Yukon Gold Size B | 50# | 23 | | F/M/A/M/J/J | | <u>Specify</u> Firm/Monthly |
| Watermelon Radishes | Indicate Pack Size | 2 | | F/M/A/M/J/J | | <u>Specify</u> Firm/Monthly |
| Radishes | 14/1# | | | F/M/A/M/J/J | | Monthly |
| Rosemary | 1# | 1 | | F/M/A/M/J/J | | Firm |
| Spinach, Baby | 4# | 180 | | F/M/A/M/J/J | | Firm |
| Spinach, Baby | 4/4# | | | F/M/A/M/J/J | | Firm |
| Squash, Acorn | 15# | 7 | | F/M/A/M/J/J | | Firm |
| Squash, Butternut | 15# | 16 | | F/M/A/M/J/J | | Firm |
| Squash, Yellow | 5# | 18 | | F/M/A/M/J/J | | Firm |
| Squash, Zucchini | 5# | 16 | | F/M/A/M/J/J | | Firm |
| Squash, Spaghetti | 15# | 16 | | F/M/A/M/J/J | | Firm |
| Strawberries | 8/1# | 32 | | F/M/A/M/J/J | | Firm |
| Tomatoes | 10# | 27 | | F/M/A/M/J/J | | Firm |
| Tomatoes, bulk | 6 x 6 | 41 | | F/M/A/M/J/J | | Firm |
| Tomatoes | 5# | 1 | | F/M/A/M/J/J | | Firm |
| Tomato, Grape | 12 pints | 140 | | F/M/A/M/J/J | | Firm |
| Tomato, Heirloom Cherry | 12 pints | | | F/M/A/M/J/J | | Monthly |
| Tomatoes, Heirloom | 5# | 25 | | F/M/A/M/J/J | | Monthly |
| Thyme | 1# | | | F/M/A/M/J/J | | Firm |
| Watermelon, Chunks | 1/5# | 749 | | F/M/A/M/J/J | | Firm |

Vendor Name: _____

Vendor Address: _____

City: _____ **State:** _____ **Zip:** _____

Vendor E-mail Address: _____

City, State, Zip: _____

Vendor Telephone: _____ **Fax Number:** _____

Authorized Company Official's Name: _____
(Printed)

Signature of Company Official: _____

Date: _____

NO RESPONSE FORM

Park Hill School District Produce

Whereas on the _____ day of _____, 2016

(print name of company)

has reviewed PHSD solicitation and elects not to submit a proposal:

Street Address

City, State, Zip Code

Telephone/Fax Number

Name of Authorized Individual

Signature of Authorized Individual