



Park Hill School District

Building Successful Futures • Each Student • Every Day

FROZEN DAIRY AND FRUIT PRODUCTS BID FOR 2019-20

PARK HILL SCHOOL DISTRICT
Nutrition Services Department
8500 NW Riverpark Dr
Pillar 116
Parkville, MO 64152

ARTICLES AND DESCRIPTION

Park Hill School District is soliciting sealed bid proposals for “Frozen Dairy and Fruit Products” (ice cream and frozen fruit products), as per the attached specifications to furnish and deliver to 7 secondary and 11 elementary school locations for the 2019-20 school year.

Bids will be accepted at the Nutrition Services Department Office, 8500 NW Riverpark Drive, Pillar 116, Parkville, Missouri 64152, until 9:00 am, Thursday, May 9, 2019, at which time each bid will be publicly opened and made part of 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 must be submitted on a bid sheet form provided as “Frozen Dairy and Fruit Products 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. Failure to follow any of these instructions will disqualify the offer.

[Nutritional information on all items must be included in the bid packet for the bid to be considered.](#)

This bid must be mailed or delivered to the Park Hill School District Nutrition Services Office at or before 9:00 am, Thursday, May 9, 2019. Emailed or faxed bids will not be accepted. It is the bidder's responsibility to verify the bid is received. Failure to follow any of these instructions will disqualify the offer. 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

NOTICE TO ALL RESPONDENTS

For your convenience, the label below has been provided to properly identify your proposal submittal. The bid pricing worksheet must be printed, signed and enclosed in the bid envelope. Type or print company name and address in area provided below and affix the label on the outer surface of the bid envelope or package.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO THE OUTSIDE OF YOUR REPLY ENVELOPE.

DO NOT OPEN - SEALED IFB - DO NOT OPEN

TITLE: Frozen Dairy and Fruit Products Bid – Park Hill Nutrition Services,
Park Hill School District

PROPOSAL TO BE PUBLICLY OPENED ON:

May 9, 2019 at 9 am CST

FROM:

DELIVER TO:

PARK HILL NUTRITION SERVICES DEPT
8500 NW RIVERPARK DRIVE, PILLAR 116
PARKVILLE, MO 64152
ATTN: RONDA MCCULLICK

BUY AMERICAN PROVISION

The Park Hill School District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d)." Compliance with the Buy American Provision must be documented on the bid sheet. Any exceptions must be specifically noted and may be rejected at the discretion of Park Hill Nutrition Services.

"Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. The successful proposer is responsible to communicate product changes to Park Hill that result in a product no longer meeting Buy American standard throughout the duration of the contract.

To be considered for an alternative or exception, the request must be submitted in writing to the Park Hill Nutrition Services Director, Ronda McCullick, a minimum of 7 day (s) in advance of delivery. The request must include the:

Alternative substitute(s) that are domestic and meet the required specifications:
Price of the domestic food alternative substitute(s);
Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

Reason for exception:

- limited/lack of availability
- price (include price):
- Price of the domestic food product; and
- Price of the non-domestic product that meets the required specification of the domestic product."

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.

CIVIL RIGHTS/ ANTI-DISCRIMINATION

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 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) found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and 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.

ENERGY POLICY AND CONSERVATION ACT

The undersigned affirms this company recognizes mandatory standards and polices related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

FELONY CONVICTION

“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.

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.

BYRD ANTI-LOBBYING AMENDMENT

As relevant, contractors that apply or bid for an award of \$100,000 or more must 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 must 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 non-Federal award. (31 U.S.C. 1352)

LIMITED LIABILITY INSURANCE

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 for the Park Hill School District. Park Hill School District should be listed as an "additional insured" on a General Liability Policy. 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 awarding of this contract. Certified copies of original insurance policies shall be furnished to PHNS.

- a) 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: \$1,000,000 each accident. Bodily Injury by Disease: \$2,000,000 policy limit, \$300,000 each employee. Park Hill shall be named as "additional insured" on workers' compensation policy.
- b) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability 1,000,000; Damage to premises rented to your limit, 100,000 any one premises, Medical expense limit 5,000 any one person. Personal and Advertising Injury Liability. \$1,000,000 each occurrence. Limit Bodily Injury and Property Damage Combined \$300,000 Products-Completed Operations General Aggregate Limit \$2,000,000 per Job Aggregate \$1,000,000 Personal and Advertising Injury Limit. Park Hill shall be named as "additional insured" on commercial general liability policy.
- c) Automobile Liability Coverage: \$300,000 Combined Liability Limits per individual, \$2,000,000 per occurrence, Bodily Injury and Property Damage Combined. Park Hill shall be named as "additional insured" on automobile policy.

Please share these requirements with your insurance agent and have a current ACCORD form Certificate of Insurance sent to Park Hill Nutrition Services Department, 8500 NW Riverpark Drive, Pillar 116, Parkville, MO 64152, within 15 days of award of contract.

BID REQUIREMENTS:

Nutritional Requirements

1. Full nutritional information must be provided with bid pricing for the bid to be accepted.

All products must comply with USDA Smart Snacks Guidelines

<https://www.fns.usda.gov/school-meals/tools-schools-focusing-smart-snacks>

No high fructose corn syrup will be accepted.

2. All Frozen Dairy and Fruit Products (ice cream and frozen fruit products) must be in compliance with State Health Department regulations and any products identified as having quality or food safety issues must be replaced or credit issued.

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. All addenda will be posted on the district's web site at:

<https://www.parkhill.k12.mo.us/district-information/requests-for-proposal-and-bids>. It is the vendor's responsibility to check this website for addenda postings prior to submitting responses.

BID AWARD - The district reviews all proposals and selects proposals reasonably qualified, in the sole opinion of the Park Hill School District, for selection of award. The district may enter into discussions and revisions of the proposal, as necessary, with vendors who are deemed to be within the final competitive range. However, the Park Hill School District reserves the right to award a contract without negotiations or discussions. If negotiations are conducted the district may request a best and final offer that may be required to be submitted to the Park Hill School District as early as 24 hours after completion of negotiations.

CONTRACT TERM - The contract shall be effective from July 2019 through June 2020.

CONTRACT RENEWALS –With the mutual agreement of PHNS and the successful bidder, this contract may be renewed three additional terms to include first renewal 2020-2021 school year, second renewal 2021-2022 school year and third renewal 2022-2023 school year. **The supplier must provide Park Hill School District Food Service department with pricing changes by April 15th of each renewable year. If Park Hill does not receive price adjustment information by that date, then it is understood that the current year's pricing will remain in effect for the following calendar year.** The Park Hill School District may terminate the contract at the end of each contract period by providing written notice to the supplier on or before June 30th. Written notice of termination may also be initiated at any time by either party for failure to uphold the terms of the contract.

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.

FOOD SAFETY -Bidder must have in place systems to maintain a high-quality program for warehousing and distribution including:

- First-in, first-out inventory rotation system

- Product traceability
- HACCP (Hazard Analysis Critical Control Point) system in place.
- Product shelf life is monitored.
- Products delivered free of damage.
- Corrective action plan in place.
- Supplier -initiated recalls are promptly reported
- Salvaged products are not returned to distribution

SAMPLES - In order to evaluate and compare a product's acceptability for use in the PHNS program, product samples may be requested at the discretion of the district. Reasonable quantities as requested may be provided at no charge to the district and noted as such on the invoice.

DELIVERY – The successful bidder will be required to provide all the necessary labor, equipment, and delivery vehicles necessary to perform inside deliveries of frozen dairy and fruit products to each designated school location within the district. Deliveries must be weekly or as otherwise specified by Park Hill School District, to the 18 specified locations between the hours of 7am and 11am. Delivery schedules must be approved by the Nutrition Service Director.

- *Delivery Time and Dates* - coordinated with and arranged at the convenience of the Park Hill School District Nutrition Service Department.
- Failure to meet delivery requirements may result in termination of contract

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 other frozen dairy and fruit products elsewhere based on their individual needs without violating the rights of the successful proposer.

PRODUCT CHANGES – If product specifications change prior to or during the contractual period, it is the responsibility of the contractor to notify the Park Hill School District's Nutrition Services office immediately.

PRODUCT RECALL - If a product recall is instituted on frozen dairy and fruit products furnished and delivered to Park Hill School District, the contractor will immediately notify both verbally and in writing, Park Hill School District's Nutrition Services office with all pertinent information of recall. The contractor will be responsible for all cost associated with replacement product, shipping charges, and/or product credit. Park Hill School District's Nutrition Services office will make the final decision as to whether dairy products would be credited or replaced.

FORCE MAJEURE- If either party hereto is prevented in the performance of any act required hereunder by reason of act of God, fire, flood, or other natural disaster, malicious injury, strikes, lock-outs, or other labor troubles, riots, insurrection, war or other reason of like nature not the fault of the party in performing under this Agreement, then performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay except that if any delay exceeds six months, then the party entitled to such performance shall have the option to terminate this Agreement.

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

QUALITY – All products delivered will meet all specifications provided and outlined in the bid solicitation.

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. Inability to provide bid pricing on all products listed will not disqualify a bidder.

The Park Hill School District represents eighteen (18) schools that will be provided with Frozen Dairy and Fruit Products through this bid, based on the specific needs of the school. The first delivery for this bid will be arranged with the winning bidder to all specified locations on the attached Park Hill School Directory.

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 Nutrition Service Department.

Any online ordering portal must be customizable to include only items specified by the Park Hill School District. 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 should also be included in the procedures.

REPORTS – The contractor must have the capabilities of providing detailed usage reports as the Park Hill School District deems necessary.

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.

BID WORKSHEET COMPLETION INSTRUCTIONS

- Attached **Frozen Dairy and Fruit Products Pricing Worksheet** sheet must be completed and returned in the designated time frame for the bid to be considered.
- Prices quoted shall not change for the term of the contract July 2019 through June 2020.
- Indicate if a pack size is other than that indicated on the pricing sheet in the column provided.
- Additional Frozen Dairy and Fruit Products available but not specified on the worksheet may be added for consideration.

All items listed must meet USDA Smart Snack requirements. <https://www.fns.usda.gov/school-meals/tools-schools-focusing-smart-snacks>

BID AWARD – Bidders must be able to meet all bid terms as outlined in this agreement. The bid evaluation will be based on the best overall product pricing which must include all cost associated with the product production, packaging, delivery and customer support.

Vendor Name: _____

Vendor Address: _____

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 Nutrition Services Frozen Dairy and Fruit Products Bid

Whereas on the _____ day of _____, 2019

(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