



Park Hill School District

Park Hill Food Service • *We Feed The Future*

PARK HILL SCHOOL DISTRICT NUTRITION SERVICES DEPARTMENT

9501 N Seymour Ave
Kansas City, MO 64153
Phone 816-359-4090

Bid due on Thursday, May 5, 2022 at 11:00 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 7 secondary, 1 early childhood center and 11 elementary school locations for August through July of the 2022-23 school year. Sealed bids will be accepted at the Park Hill Support Services Center, 9501 N Seymour Ave, Kansas City, MO 64153, until 11:00 am, Thursday, May 5, 2022, at which time each bid is publicly opened and is made part of the official record of the Park Hill School District.

It is not the policy of Park Hill School District to purchase based on 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.

The bid document must be printed, signed and sent in a sealed envelope. The 2022-23 Produce Bid Pricing sheet must be completed by the bidder. Deviations in product, size, or package quantities must be disclosed on the Bid Pricing sheet. This bid must be mailed or delivered to the Park Hill Support Services Center in a sealed envelope with the label provided below. 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 (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 spreadsheet must be printed, signed and enclosed in the bid envelope. Place your proposal in a sealed envelope, type or print company name and address in area provided below and affix the label on the outer surface of the envelope or package.

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

DO NOT OPEN - SEALED BID - DO NOT OPEN

TITLE: Fresh Produce Bid – Park Hill School District

PROPOSAL TO BE PUBLICLY OPENED ON: May 5, 2022 at 11:00 AM CST

FROM:

DELIVER TO:

PARK HILL SUPPORT SERVICES CENTER
9501 N SEYMOUR AVE
KANSAS CITY, MO 64153
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 Nutrition Services 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 including country of origin must be documented on the invoice. Any exceptions must be specifically noted and may be rejected at the discretion of Park Hill Nutrition Services.

We require that suppliers certify the percentage of U.S. content in the products supplied to us. "Exceptions to the Buy American provision are very limited; however, an alternative or exception will be approved upon request and must be outlined on the invoice.

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 Support Services Center, 9501 N Seymour Ave, Kansas City, MO 64153, within 15 days of award of contract.

BID TERMS:

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 July 31, 2022 – July 31, 2023.

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 and GAP-certified suppliers
- 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/FDA-initiated food recalls are promptly reported
- Salvaged products are not returned to distribution

ITEM SUBSTITUTIONS - Substitution may be made only with the approval of the District Representative.

- The distributor may deliver an equal or superior product at an equal or lower price with prior approval. Substitutions must be equal to or better than item bid and will be shipped at the original item cost.
- If the substituted item cost is less than the original item cost, the lower cost shall prevail. If the house brand is the bid item, the district must be notified when the packer of the house brand changes.

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 produce to all schools within the district.

- *Delivery Time and Dates* (School Location and Start Time Schedule will be provided to the successful bidder)
 - Secondary Schools – Monday --5:30 – 9 am
 - Elementary Schools/Early Childhood Center – Monday – 6:30 – 9:30 am
- 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 produce elsewhere based on their individual needs and local availability, 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 Nutrition Services 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 one dollar 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 Nutrition Services 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 Nutrition Services 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 Nutrition Services office will make the final decision as to whether product needs to 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 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 nineteen schools (19) schools that may purchase produce through this bid, based on the specific needs of the school for the school year 2020-21. The award contract will cover the original contract period of July 31, 2022 through July 31, 2023. The first delivery for this bid will be arranged with the winning bidder.

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 Services 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.

BID WORKSHEET COMPLETION INSTRUCTIONS

- If “no bid” is to be provided for an item, it must be specified on the worksheet in the column provided.
- Prices quoted on items marked “firm bid” shall not change for the term of the contract August 2022 through July 2023; 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.
- Indicate if a pack size is other than that indicated on the pricing sheet in the column provided.
- Indicate items that may be locally sourced at any point during contract period in the column provided.

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 pricing presented to the district for high volume usage items noted with an asterisk on the Produce Bid Pricing Sheet. Items presented as firm in the bid document must be bid that way for the duration of the contract. Failure to do so will be considered an alternate bid and may be disqualified. More than five “no bid” responses on high volume items may disqualify a bidder as non-responsive. The overall bid and the number of “no bid” items will be deciding factors in the event that two bidders present equal pricing on high volume items.

“The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposal Respondent, and that the contents of this bid as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.”

NO RESPONSE FORM

Park Hill School District Produce

Whereas on the _____ day of _____, 2022

(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