

RFP 23-004



SHAWNEE MISSION SCHOOL DISTRICT

Return sealed envelope/package to:

Shawnee Mission School District
Purchasing Department
8200 W. 71st Street
Shawnee Mission, Kansas 66204

ATTN: Reed Beebe

DATE: January 19, 2023 RFP NO. 23-004

BID TITLE: **Prime Vendor – Food Services**

Proposals will be accepted until:

Date: **February 16, 2023**

Day: **Thursday**

Time: **11:00 a.m. CST**

Terms, conditions, and specifications under which proposals are requested are included. Please review thoroughly.

General Instructions:

The Shawnee Mission School District (“the District”) invites qualified vendors to submit proposals for **Prime Vendor - Food Services** (“**Prime Vendor**”) per the following terms, conditions, and specifications.

The District desires a multi-year contract for Prime Vendor services, structured as follows: an initial contract term to run from June 1, 2023 through May 31, 2024, with the right of renewal for up to four (4) additional years, for a total potential contract term of five (5) years.

Unit bid price shall govern whenever a discrepancy occurs in the extended bid price on the Proposal Response Form.

Please note that prices quoted are to be free of all federal, state, and local taxes unless otherwise imposed by a governmental body and applicable to material on the bid. A copy of the District’s State of Kansas sales and use tax exemption certificate can be provided to the selected Proposer(s).

Official Contact:

Any questions regarding this Request for Proposal (“RFP”) should be directed to Reed Beebe via email at purchasing@smsd.org:

Reed Beebe
Shawnee Mission School District
8200 W. 71st Street
Shawnee Mission, KS 66204
913-993-6475
purchasing@smsd.org

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All questions concerning this RFP must be received no later than **Tuesday, February 8, 2023 by 4:00 p.m. CST.**

Addenda/Cancellation:

The District may modify or cancel this RFP at any time prior to the RFP due date by issuance of an Addendum or Cancellation. Such Addenda and/or Cancellations will be posted on the District's website, currently: smsd.org (Go to **About; Department Teams; Purchasing & Bidding; Bids & Bid Summaries View Page**).

Clarification of Proposals:

The District reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of a proposal.

Information in RFP Only an Estimate:

The District and its representatives make no representations, warranty, or guarantee as to the accuracy of the information contained in the RFP or issued via addenda. Any quantities or data contained in this RFP or related addenda are good-faith estimates provided only as general background information. In this case, the estimates are based on usage data from the District's 2021-2022 fiscal year.

Method of Selection: Attachment B

Award will be made to the most responsive and responsible Proposer offering the best value and most economical proposal as defined by the District. In general, the following criteria will be used, with respective criteria assigned available points as follows, for a maximum total of 100 evaluations points:

- **Market Basket Costs** – 55 points; Cost for all market basket items(see **Attachment C**) should be submitted; to clarify, a Proposer's market basket response can include bids for alternate products (products not listed as approved product) but alternate products must meet specifications listed in the market basket.
- **Facilities, Equipment & Delivery Schedule** – 15 points; Proposer has adequate warehouse facilities, trucks and drivers to follow desired ordering schedule. Proposer should be able to guarantee at least a 90% fill rate on all deliveries made to each school. Proposer's ability and schedule for communicating order shortages to District. Proposer's ability to make redeliveries for any shortages deemed necessary to meet menu demands. Proposer's ability to deliver during the times a Kitchen Manager is present as detailed on Attachment A.
- **Product Line** – 10 points; the Proposer's ability to secure items on the market basket, capability of securing food items and supplies desired by the District and process for negotiating with manufacturers to get the best prices for the District, and ensure adequate supplies. Preference given for proposer's who bid no more than 10% of alternate products.

- **Technology** – 5 points; Proposer’s available online ordering systems, online accounting systems, online delivery tracking software as well as interface options with District software - PrimeroEdge
- **Accounting practices** – 5 points; Proposer’s capability to provide accurate, reliable and timely reports, to include invoices, statements, credits, and utilization reports. A completed/signed debarment/suspension certification form (see **Attachment D**) should be submitted in response to the RFP.
- **Sanitation Requirements** – 5 points; Proposer will allow District staff to routinely inspect its facilities. Facilities and operating practices must remain in compliance with the United States Food Drug and Cosmetic Act along with applicable state and local laws and regulations. Proposer should submit proof of a HACCP compliance plan in response to this RFP.
- **References** – 5 points; Proposer will provide three references from school districts currently being serviced by the Proposer, along with a copy of its Kansas license.

After the District’s initial evaluation of proposals, select proposals will undergo additional review and evaluation.

The District may negotiate with the selected Proposer(s) for mutually agreeable contract terms before making a contract award. Negotiations could include, but not be limited to, price and the terms and conditions listed in the RFP.

Although the District intends to select one vendor to provide all products and related services listed in this RFP, the District reserves the right to make a split-award decision among multiple vendors, or no-award decision, based on the District’s needs.

Confidentiality of Information:

Any proprietary information furnished by a Proposer to the District that is designated confidential shall be treated as confidential to the District as allowable by law.

Appeal of Award:

An unsuccessful Proposer disputing an award decision may submit an appeal in writing to the District’s Chief Financial Officer via purchasing@smsd.org. An appeal alleging irregularities or improprieties during the procurement process must be received by the Chief Financial Officer within five working days after the award is made (that is, approved by the District’s Board of Education), and must describe the basis for the appeal, and must include all argument and evidence the disputant wishes the Chief Financial Officer to consider. Keeping track of the date an award is made, via the District’s website as outlined under the section “**Addenda/Cancellation/Notice of Award and Bid Results,**” shall be the responsibility of the disputant.

Submission of Proposal

Please submit two (2) print copies of your proposal, following the process outlined below. **The proposal must be received by the District on or before 11:00 a.m. CST, February 16, 2023.** Send proposals to the following address:

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Shawnee Mission School District
ATTN: Reed Beebe, Purchasing Department
8200 W. 71st Street
Shawnee Mission, Kansas 66204

Please note that vendors may request a copy of this RFP in Word format by emailing purchasing@smsd.org.

Proposals will only be accepted in hardcopy format and shall be received by delivery in person or via service (US Mail, UPS, FedEx, etc.) in sealed envelope or box/package. Electronic delivery (i.e. email) will not be accepted.

Envelopes or boxes/packages containing proposals should be sealed **and marked on the lower left-hand corner** on the front of the sealed envelope with the **firm name** and **address of the bidder**, bid control number (“**23-004**”), the proposal due date (currently, **February 16, 2023**), and time (currently, **11:00 a.m. CST**).

- A. No attempt will be made to provide special internal mail service for such documents.
- B. Proposals not at the appointed place at time of proposal due date will be rejected.
- C. Faxed or emailed proposals will not be accepted.

If sending by U.S. Postal Service, please allow a minimum of 24 hours for your bid to be processed and delivered to the Purchasing Department by the Administrative Mail Center. It is the responsibility of the Proposer to ensure delivery of the proposal to the Purchasing Department. Proposers shall hold all proposed prices firm for acceptance for 90 calendar days after proposal due date.

Proposal Availability:

Proposals received by the District will not be open to public review, nor disclosed to unauthorized persons, prior to award of a contract. After award of a contract, all proposals shall be open to public inspection, with the exception of information designated as confidential, to the extent that such confidential information may be exempt from public inspection as allowable by law.

SPECIFICATIONS

Scope of Proposal:

The District would like to contract with a vendor(s) to furnish and deliver commercial food products and supplies, along with related services, as part of the District’s child nutrition program. The District’s selected vendor(s) will be the primary supplier(s) of these products and services for the District’s food service program, although the District reserves the right to purchase additional or similar items from other vendors. An outline

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of desired items, services, delivery locations, and requirements is provided in **Attachment A**.

Contract Term:

The term of any awarded contract will run from June 1, 2023 through May 31, 2024, with the right of renewal for up to four (4) additional years, for a total potential contract term of five (5) years, as mutually agreed by both parties in writing (e.g., email, formal renewal letter, etc.)

Intent to open negotiations for renewal will be by written communication no later than March 1st of a given annual contract period. Should the renewal option be exercised, the prices shall be those specified in the vendor's response to this RFP. The agreement will only be extended after written acceptance of the renewal terms by the District and the selected vendor(s).

Any subsequent goods added to the contract during the course of a contract term will be include in a contract amendment.

The District reserves the right to add goods not listed in the original RFP solicitations and subsequent contract, at pricing and quantities to be mutually agreed upon by the District and the selected vendor(s). Additional costs will be limited to 10% of the estimated value of the contract.

Contract Components:

This RFP, the successful proposal(s)'s response thereto, and any additional written modifications and/or stipulations agreed upon the District and the selected vendor(s) will constitute the final contract. During the contractual period, any changes to the conditions outlined in these materials must be approved by both parties in writing.

Terms and Conditions:

The District's desired terms and conditions, including the District's standard contractual provisions, are listed in **Attachment F**.

Acceptance of RFP Terms:

A proposal submitted in response to this RFP shall constitute a binding offer. **The Proposer shall identify clearly and thoroughly any variation between its offer and the RFP.** Failure to do so shall be deemed a waiver of any right to subsequently modify the terms of performance. Proposer's authorized representative may withdraw submitted proposals only by written request received before the proposal due date.

PROPOSAL CONTENT AND FORMAT

To provide a degree of consistency in review of the submitted proposals, Proposers are required to prepare their proposals in the format described below:

Proposal Response Form:

An individual having full authority to submit a proposal and execute any resulting contract for products or services (“authorized representative”) must complete and submit the attached Proposal Response Form (**Attachment B**) or submit a signed letter of transmittal that contains the same information and statements as indicated in the bid response form.

Facilities, Equipment & Delivery Schedule:

Proposer should provide information regarding its ability to guarantee at least a 90% fill rate on all deliveries made to each school, and its ability to make re-deliveries for any shortages deemed necessary to meet the menu demands of the District’s food services program. Proposer should discuss that it has adequate warehouse facilities, trucks and drivers to follow desired ordering schedule. Proposer should discuss its ability to deliver during the times a Kitchen Manager is present as detailed on Attachment A.

Minimum Order Sizes:

Provide information regarding your firm’s needed minimum order sizes (for example, the minimum dollar amount or number of cases needed to facilitate a delivery). This information may be used to evaluate a vendor’s capacity. (Attachment B)

Technology:

Proposer should discuss available online ordering systems and any software available to track delivery. Proposer should discuss ability to interface with District-required software (PrimeroEdge). (Attachment B)

Accounting Practices:

Proposer should discuss its capability to provide accurate, reliable and timely reports, to include invoices, statements, credits, and utilization reports. Also, a completed/signed debarment/suspension certification form (see **Attachment D**) should be submitted in response to the RFP.

Sanitation Requirements:

Proposer should provide information regarding how it ensures that its facilities and operating practices remain in compliance with the United States Food Drug and Cosmetic Act along with applicable state and local laws and regulations. Proposer should submit proof of a HACCP compliance plan in response to this RFP, along with a copy of its Kansas licenses. (Attachment B)

Market Basket Cost Analysis:

The District will be utilizing a “market basket” cost analysis (that is, an analysis of the lowest pricing that a vendor can provide for a representative sample of goods that the District desires to purchase). The District’s Market Basket Analysis sample is listed in Attachment C and is established to represent **100%** of the total estimated value of the contract to be awarded. The most recent velocity/sales report from the District’s current supplier(s) was used to project the balance of the year and adjusted for estimated change in menu and participation for the following year. These items may change due to changes in menu for the 2023-2024 school year.

Submit a detailed breakdown of all costs and charges in providing the desired products and/or related services (or equivalent) in the format of **Attachment C**. **Please note that vendors may request a copy of Attachment C in Excel format by emailing purchasing@smsd.org.**

Personnel:

Proposer should list the names of key management personnel who would be directly involved in providing services and products to the District: describe their relationship in the firm, the role they would play in providing products/services, and their experience, qualifications, and years of service with the firm. Please note the respective personnel’s experience with providing products/services similar to those desired by the District. The District may consider this information in its evaluation of the Proposer’s ability to meet the Capacity criteria outlined in this RFP. (Attachment B)

Use of Subcontractors:

The selected Proposer(s) shall be solely responsible for all products and services as required by this RFP. Subcontractors, if any, will be the responsibility of the Proposer and the role of subcontractors must be clearly identified in the proposal. The District may consider this information in its evaluation of the Proposer’s ability to meet the Capacity criteria outlined in this RFP. The use of a subcontractor(s) does not relieve the selected Proposer(s) of liability under any awarded contract (see terms and conditions in **Attachment F**).

Debarment and Suspension Documentation:

Proposer’s authorized representative must complete and submit the RFP’s “**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions**” document (**Attachment D**) along with its proposal.

Nutrient Information for Proposed Alternatives:

If a Proposer submits an alternative product for an item listed in Attachment C, the District may request nutrient information, CN Label or product formulation statement for this proposed alternative.

References:

Proposer should submit information regarding three (3) comparable projects that that the Proposer completed as commercial food purveyor within the last five (5) years. The projects should indicate the start and completion dates, and examples of the products and services provided. The provided references may be used by the District in its Evaluation of a Proposer's ability to meet the various criteria outlined in this RFP.

Buy American:

Proposers must complete the "% of US Grown Commodity in Product" column in Attachment C. If a product is less than 51%, the District will follow up with select vendors to the collect "Non-Domestic Product Statements" (see Attachment E).

ATTACHMENT A

DESIRED PRODUCTS, SERVICES, AND REQUIREMENTS

The District proposes to contract with a vendor(s) to furnish and deliver commercial food products per the specifications below:

1. **Accuracy of Proposal:** Each proposal submitted in response to this RFP will be made part of the public record of the District. 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.
2. **Contract Termination:** Any executed agreement/contract may be terminated at any time by the District upon thirty days written notice, should the District determine that it is not in its best interest to continue the contract and/or the supplier is not performing with the provisions and intent of the agreement.

Upon receipt of the termination notice due to non-compliance issues, the selected vendor(s) shall have fourteen days to correct non-compliance issues. If compliance is achieved, the termination notice will be canceled.

Any executed agreement/contract may be terminated by the selected vendor(s) with sixty days written notice for failure by the District to comply with contract terms.

3. **Contract Implementation:** Deliveries to the District shall begin the week of June 1, 2023. Schedules for subsequent annual service will be provided by the District to the selected vendor(s) prior to commencement of any annual renewal option.
5. **Auditing:** Throughout the life of the contract the District reserves the right to conduct audits once per semester. Generally, approximately 25 items will be reviewed at each audit. Audits shall verify that the bids and amount invoiced are in accordance with the terms of the agreement. The District's goal is that such audits will not unreasonably interfere with the conduct of the selected vendor(s)' business operations; the District's goal is to give the selected vendor(s) approximately two weeks advance notice in order to prepare documents for review. The selected vendor(s) shall promptly reimburse the District for any over-charges disclosed by such audit. In the event of an over-charge, an item history will be run to determine the number of cases purchased so a refund can be made. If the audit has five items or more that are off, an additional 25 items will be audited.
6. **Ordering Schedule:** Ordering schedules will be determined between the District and the selected vendor(s). Orders may be modified (either adding or deleting items) by the District up until noon the day prior to delivery.
7. **Method of Ordering:** The selected vendor(s) shall provide the necessary electronic order system to interface with the District's Food Service department

software (currently, **Primero Edge**). If the selected vendor(s) is unable to do so, and wishes to propose an alternative software solution, such alternative must be agreed to by the District, and the cost of an alternative software solution, and its implementation, will be borne by the selected vendor(s). The selected vendor(s) shall work with the District to develop alternative ordering methods (emails, fax, etc.) in the event the established ordering interface becomes temporarily unusable.

8. **Substitutions or Shortages:** The selected vendor(s) account representative shall contact the District's Food Service department by 12:00 noon the weekday prior to delivery and discuss any shortages on the next day's delivery and any substitutions that need to be made. Substitutions will not be made without the District's prior approval. Substitutions will lower the fill rate as noted in the "Delivery Failure" section below. If a substitute is necessary, the substituted item shall be priced the same unit price as the original item ordered, i.e., case, pound, or piece. If the substituted item costs less, the fixed fee will be added to the cost of the less expensive substitute.
9. **Damaged and/or Late Deliveries:** The District has no obligation to accept damaged shipments and reserves the right to return damaged merchandise at the selected vendor(s) expense, even though the damage was not apparent or discovered until after the receipt of the items. When the merchandise is returned a credit will be issued. The vendor is responsible to notify the District's Food Service department of any late or delayed shipments. The District reserves the right to cancel all or part of an order if the shipment is not made as promised.
10. **Delivery Failure:** If the selected vendor(s) fails to deliver an order, the vendor(s) will take corrective action either by making a special delivery to the District or by arranging for delivery by another vendor. The vendor(s) shall assume any additional costs between the price of the originally ordered items and the price from the alternative vendor. An average 90% fill rate for deliveries is expected.
11. **Price Adjustment:** If a substitution is necessary, the substituted items shall be priced as the original order item per case, piece or pound, as applicable. The formula listed shall apply to all substitutions. The selected vendor(s) shall pass on to the District all promotional allowances, discounts, and manufacturers rebates in the form of lower prices. The selected vendor(s) shall also keep the District informed of any rebates that may be redeemed by the District and provide tracking information on usage, so that the District may take full advantage of all available rebates and "free good" offers.
12. **Service:** The selected vendor(s) will have an account representative assigned to the District's account(s). The District feels it would be helpful if the account representative has some prior food service experience in order to better understand the District's needs. The District would expect to see this account representative onsite as needed.

Account Representative Service Expectations:

- Timely communication with the District's Food Service team to discuss shortages and needed substitutions
 - At the start of the contract, conduct weekly meetings with the District's Food Service team discuss areas of concern
 - Communicate to the District Food Service team regarding new products available on the market
 - Handle the District's complaints and inquiries regarding various products
 - Issue credit memos and arrange for return of mis-shipped or unacceptable products
 - Resolve any problems or issues with the order/delivery schedule
 - Coordinate with the District's Food Service team regarding any applicable rebate programs
 - Conduct research with the District's Food Service team for any product changes to better address the District's needs
 - Maintain communication between accounting departments of selected vendor(s) and District to ensure all invoices are paid and credited properly.
 - Oversee the operation to help maintain a smooth and efficient relationship between the District and selected vendor(s)
13. **Emergency Orders and Deliveries:** The selected vendor(s) shall be able to respond to emergency deliveries as they arise due to circumstances beyond the District's control; the District will strive to minimize such emergency orders.
14. **Market Information:** The bidder shall provide the district with market information relating to product conditions, quality, availability, pricing trends and new products. Where appropriate, the contractor shall make recommendations for changing products to achieve financial savings or higher applicability.
15. **Stock Levels:** The District expects the selected vendor(s) will have stock on hand available to ship when the item is on the District's menu. In late spring, early summer, the District will provide the vendor(s) with a copy of the cycle menus and estimated usage, but the vendor is responsible for forecasting stock inventory to ensure stock is available when needed by the District.

16. **Pricing/Fee Structure:** The fixed fee structure established with the initial bid may not change during the life of the entire contract. The fixed fee structure must be constant on all products purchased through this agreement. **District costs will be determined as follows:**

Invoice Cost of Merchandise
plus (+) Freight/Delivery Charges to Vendor (if not included in invoiced cost)
equals (=) Base Cost
plus (+) Vendor's Fixed Fee
equals (=) District's Cost

There shall be no storage charge to the District for any items stocked by the selected vendor(s). There shall be no additional fee for delivery to the District.

The selected vendor(s) must maintain documentation of costs and discounts, rebates and other applicable discounts and must furnish such documentation upon request to the District, the applicable state agency, and or USDA.

If a pack size should change due to manufacturer's revision within the year, the selected vendor(s) shall email the change to the District's Food Service director.

17. **Loss of Revenue:** If the selected vendor(s) fails to deliver food items at anytime resulting in food not being available for meal service, loss of revenue to the district will be charged to vendor. Loss of revenue will be calculated using the following formula: Free reimbursement rate times the number of meals where vendor's food was not available. Free reimbursement rate will vary depending on whether food was not available for breakfast or lunch.
18. **Nutritional Information:** The selected vendor(s) shall supply the District with printed copies of nutritional analysis, CN Labels, and product formulation statements as requested.
19. **Usage Estimates:** The estimated quantities provided in **Attachment C** are based upon the 2021-2022 school year. It is intended only as a guide and does not imply a guarantee on the part of the District to purchase stated quantity as a minimum or a maximum.
20. **Proprietary and Special Order Items:** The District defines a "Proprietary Item" as an item the District expects the selected vendor(s) to purchase and stock. A "Special Order" items is an item that the District order infrequently (defined as less than 5 cases or less per week). The vendor(s) shall purchase the special order product and ship when requested by the District.

Whenever possible, the District will utilize a product already stocked by the vendor(s), but reserves the right to request the vendor(s) add proprietary items to stock. The vendor(s) agrees to do so at the discretion of the District. The District will notify the vendor(s) three weeks in advance of the need for a new proprietary or special order item, with quantities needed and monthly usage, if applicable.

The District expects the vendor will obtain bid pricing for special order items. The pricing structure for any special products will be agreement upon fixed fee.

21. **Delivery Methods:** Deliveries are to be made to each individual school when kitchen staff is present (unless other arrangements have been made). Addresses are listed in Attachment A.

All of the selected vendor(s)'s facilities and delivery vehicles shall conform with local, state and federal rules and regulations regarding sanitation and are subject to inspection by District or other officials at the discretion of the District.

The selected vendor(s)' driver shall deliver and off load all products to the specified area(s) on the inside of each school using a two-wheel dolly. There are no pallet deliveries. The vendor(s) shall provide any equipment needed to complete this process.

At the time of delivery, a designated District employee will verify the items, quantities, and condition of the product in the delivery before signing the delivery ticket. The District employee will note any unsatisfactory product for credit.

22. **Delivery Schedule:** See Section 39 ("List of Schools to Receive Deliveries/Desired Delivery Days") for guidance regarding the District's desired delivery schedule. A school calendar will be provided to the selected vendor(s). This calendar indicates all non-school days. Deliveries will begin the week of August 8, 2023 and continue through the week ending May 25, 2024. Deliveries will also need to be made at summer food service programs which typically operate from the first week of June through the last week of July. Summer food service programs are determined by no later than May 1st of each year. Schedules for subsequent annual service will be provided by the District to the selected vendor(s) prior to commencement of any annual renewal option. Any changes to this delivery schedule must be communicated in advance to the Food Service Department. In the event the District cancels school due to an emergency or inclement weather, the District will communicate with the vendor as potentially all deliveries will be postponed and/or cancelled. District will be given access to selected vendor's online delivery app or tracking system.
23. **Invoices:** All deliveries shall be accompanied by an itemized delivery ticket. The delivery ticket shall include the name of the business, school name and account number, product name, price and quantity of what was delivered and indicate any items that were returned for credit. Any concealed damage or delivery of incorrect product shall be reported to the vendor's account representative who shall then issue

credit memos. Delivery tickets not signed cannot be processed for payment. Monthly statements should be emailed to the district accounts payable department for reconciliation of the delivery tickets, currently: Accounts Payable Department, 8200 W. 71st Street, Overland Park, KS 66204.

24. **Payment:** Payment is processed using the delivery tickets provided to the District at the time of delivery. Statements of purchase must be provided monthly by the selected vendor(s) electronically to the accounts payable department, which will be used by the District to reconcile expenditures.
25. **Reports:** The selected vendor(s) shall provide the following unit and aggregate reports for the District upon request:
 - Usage figures for specific items for a specified time frame.
 - Annual report, listing quantity of each item purchased and the total dollar amounts expended for each item by each food service operation and a summary for each item for all the food service locations.
26. **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. Safety Data Sheets shall be provided for each item as applicable. Proposer(s) must supply the District with proof of its HACCP compliance plan with submission of its proposal. Inspection of the distribution facility and/or HACCP compliance records may be conducted by the District.
27. **Hold Harmless:**
The selected vendor(s) agrees to protect, defend indemnify and hold the District's 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, proceeding, 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.
28. **Equal Employment:**
The District and the selected vendor(s) shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41CFR Part 60) pursuant to 7CFR, Section 3016.36(i)(3).
29. **Debarment and Suspension (Executive Orders 12549 and 12689)**
A contract award (see 2 CFR [180.220](#)) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part [1986](#) Comp., p. 189) and 12689 (3

CFR Part [1989](#) Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. **Please note that a debarment document must be signed and included in the proposal documents (see Attachment D).**

30. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

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. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part [247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

31. **The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act),**

Prohibits any person from, providing or attempting to provide or offering to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor. The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations in its own operations and direct business relationships.

When the Contractor has reasonable grounds to believe that a violation of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

The Contractor shall cooperate fully with any Federal agency investigating a possible violation described this clause.

32. **Buy American:**

All items bid must be American. This means the item is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. In this context, “substantially” means that over 51 percent of the final processed product consists of domestically grown agricultural commodities.

Exceptions to Buy American should be used as a last resort; however an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing, a minimum of two days in advance of delivery. The request must include:

1. Alternative substitute(s) that are domestic and meet the required specifications;
 - a. Price of the domestic food alternative substitute(s); and
 - b. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
2. Reason for exception; limited/lack of availability or price
 - a. Price of the domestic food item; and
 - b. Price of the non-domestic food item that meets the required specification of the domestic product.

If the label has multiple countries listed on it, vendor must provide an attestation statement (see **Attachment E**) to show the country of origin with a percentage of the ingredients by nation by product. The attestation statement would justify the definition of “substantially” which means over 51% of the final processed product consists of agricultural commodities which were grown domestically. The statement must be on company letterhead, dated, and signed.

The District will work with selected vendor(s) to collect such attestation statements as needed.

33. **Geographic Preference:** Contractors purchasing on behalf of a Sponsor may use geographic preference when purchasing unprocessed locally grown and locally raised agricultural products.

34. **Food Recalls:**

It is the responsibility of the selected vendor(s) to notify the District’s Director of Food Service (or other designated District staff) by phone call and email within 24 hours of the selected vendor(s) being notified by the manufacturer of a recall. DO NOT call the individual schools regarding the recall.

The selected vendor(s) must provide the Director of Food Service (or other designated District staff) with the specifics of the recall, which item is affected,

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which lot number is affected and the purchase history of the recalled product to identify the school(s) that received the product and any other pertinent information.

35. **Toll Free Number:** The selected vendor(s) shall provide a toll- free telephone number for the district to use in contacting the successful bidder's personnel.
36. **Training:** The selected vendor(s) shall provide initial training to District personnel to ensure their understanding of the vendor(s) ordering process.
37. **Quality Assurance:** The selected vendor(s) shall be expected to provide product specifications and samples as requested by the District. Product quality testing will be conducted by the District on an ongoing basis.
38. **Responsibilities of Selected Vendor(s):** The selected vendor(s) shall:
- Provide competent supervision of its delivery employees.
 - Take precautions necessary to protect person or property against injury that may occur as a result of their fault or negligence during District deliveries.
 - Perform its work without unnecessarily interfering with the other District work in progress or school activities.
 - Be responsible for any and all damage to existing District facilities and equipment during deliveries.
 - Be responsible for work performed during deliveries, and materials delivered.
 - All its drivers must follow the District's security procedures.
39. **List of Schools to Receive Deliveries/Desired Delivery Days:**

School	Address	Delivery Times & notes	Delivery Days & Door Number
SM East	7500 Mission Rd; PV, 66208-4298	6am – 2pm Elevator delivery	Monday and Wednesday – Door 20
Horizons	5900 Lamar; Mission, 66202-3231	7am – 2pm	Wednesday Only – Door 10
SM North	7401 Johnson Dr; OP, 66202-2394	6am – 2pm	Thursday Only – Door 47
SM Northwest	12701 W 67; SH, 66216-3599	6am – 2pm Elevator delivery	Mon & Wed – Door 21
SM South	5800 W 107; OP, 66207-2599	6am – 2pm	Tues & Thursday – Door 20
SM West	8800 W 85; OP, 66212-3898	6am – 2pm	Mon Only – Door 28
Hocker Grove MS	10400 Johnson Dr; SH, 66203-2895	6am – 2pm	Tues & Thursday – Door 17

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Indian Hills MS	6400 Mission Rd; PV, 66208-1700	6am – 2pm Avoid 8:15AM-9:15AM for delivery	Monday and Wednesday – Door 1
Indian Woods MS	9700 Woodson; OP, 66207-2800	6am – 2pm	Tues & Thursday – Door 5
Trailridge MS	7500 Quivira; LX, 66216-3597	6am – 2pm	Monday and Wednesday – Door 18
Westridge MS	9300 Nieman Rd; OP, 66214-1833	6am – 2pm	Monday and Wednesday – Door 17
Apache	8910 Goddard; OP, 66214-1998	7am – 2pm	Monday Only – Door 8
Arrowhead	6601 Santa Fe Dr; OP, 66202-3925	7am – 2pm	Special Deliveries only
Belinder	7230 Belinder; PV, 66208-3302	7am – 2pm	Wednesday Only – Door 20
Benninghoven	6720 Caenen; SH, 66216-2486	7am – 2pm	Wednesday Only – Door 8
Bluejacket Flint	11615 W 49 Terr; SH, 66203-1099	7am – 2pm	Tuesday Only – Door 13
Briarwood	5300 W 86; PV, 66207-1799	7am – 2pm	Tuesday Only – Door 5
Broken Arrow	5901 Alden; SH, 66216-3849	7am – 2pm	Monday Only – Door 3
Brookridge	9920 Lowell; OP, 66212-3487	7am – 2pm Avoid 7:30 – 8:30AM for delivery	Tuesday Only – Door 5
Brookwood	3411 W 103; LW, 66206-2597	7am – 2pm No deliveries prior to 7:00AM per city code	Thursday Only – Door 12
Comanche	8200 Grant; OP, 66212-3299	7am – 2pm	Monday Only – Door 10
Corinth	8301 Mission Rd; PV, 66206-1388	7am – 2pm	Tuesday Only – Door 6
Crestview	6101 Craig; ME, 66202-3037	7am – 2pm	Wednesday Only – Door 11
Diemer	9600 Lamar; OP, 66207-2832	7am – 2pm	Thursday Only
East Antioch	7342 Lowell; OP, 66204-1832	7am – 2pm Avoid 7:30 – 8:30AM for delivery	Tuesday Only – Door 24
Highlands	6200 Roe; Mission, 66205-3052	7am – 2pm	Wednesday Only – Door 10
Lenexa Hills	8650 Haven St, LX, 66219	7am – 2pm	Thursday Only – Door 6
Marsh	5642 Rosehill Rd; SH, 66216-1699	7am – 2pm	Tuesday Only – Door 14
McAuliffe	15600 W 83; LX, 66219-1500	7am – 2pm	Thursday Only – Door 5

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Merriam Park	6100 Mastin; ME, 66203-3283	7am – 2pm	Monday Only – Door 9
Mill Creek	13951 W 79; LX, 66215-5300	7am – 2pm	Thursday Only – Door 5
Nieman	10917 W 67; SH, 66203-3898	7am – 2pm	Monday Only – Door 7
Oak Park Carpenter	10000 Nieman Rd; OP, 66214-2500	7am – 2pm	Monday Only – Door 11
Overland Park	8150 Santa Fe Dr; OP, 66204-3691	7am – 2pm	Tuesday Only – Door 3
Pawnee	9501 W 91; OP, 66212-4738	7am – 2pm	Monday Only – Door 3
Prairie	6642 Mission Rd; PV, 66208-1796	7am – 2pm	Friday Only – Door 14
Rising Star	8600 Candlelight Ln; LX, 66215-6030	7am – 2pm	Thursday Only – Door 9
Roesland	4900 Parish Dr; RP, 66205-1370	7am – 2pm	Wednesday Only – Door 11
Rosehill	9801 Rosehill Rd; LX, 66215-1499	7am – 2pm	Wednesday Only – Door 12
Rushton	2511 W 50; WW, 66205-2031	7am – 2pm	Wednesday Only – Door 16
Santa Fe Trail	7100 Lamar; OP, 66204-2199	7am – 2pm	Wednesday Only – Door 9
Shawano	11230 W 75; SH, 66214-1203	7am – 2pm	Monday Only – Door 7
Sunflower	8955 Loiret Blvd; LX, 66219-1427	7am – 2pm	Thursday Only – Door 12
Tomahawk	6301 W 78; OP, 66204-3199	7am – 2pm	Tuesday Only – Door 5
Trailwood	5101 W 95; OP, 66207-3399	7am – 2pm	Tuesday Only – Door 12
Westwood View	4935 Belinder Avenue, WW, KS 66205	7am – 2pm	Wednesday Only – Door 4
Shawnee Mission Early Childhood (old Broadmoor building)	6701 W. 83 rd , OP, 66204-3900	7am – 2pm	Special Deliveries

Proposers Check List:

All items listed below must be included when submitting your proposal:

- _____ Completed and Signed Proposal Response Form (Attachment B)
- _____ Completed Market Basket Cost Analysis (Attachment C)
- _____ Completed/Signed Debarment/Suspension Certification (Attachment D)
- _____ Submit proof of HACCP plan
- _____ Submit copy of license

ATTACHMENT B
PROPOSAL RESPONSE FORM

***Please note that vendors may request a copy of this RFP in Word format by emailing purchasing@smsd.org.**

DATE: _____

Proposal of: _____, (herein after called Proposer), a
Corporation/Partnership/Individual doing business as _____.

TO: The Shawnee Mission School District

The Proposer, in compliance with your **Request for Proposal – Prime Vendor – Food Services**, and having reviewed the RFP and Specifications and being familiar with the conditions and terms surrounding the desired products and/or services, hereby agrees to perform the work and/or provide products required, within the price stated in this RFP response. These prices are to cover all expenses incurred in providing the desired products and/or services.

Proposer acknowledges receipt of the following addenda, in the event subsequently issued:

Submitted by authorized representative:

Firm: _____

FEI/SSN _____

Signature: _____

Printed Name/Title: _____

Address: _____

Telephone: _____

Email: _____

Attachment B – Continued

Please fill in the desired information below, or provide a response that addresses the requested information below:

Brief History of Company	
Date Founded	
Ownership	
<p>Facilities, Equipment & Delivery Schedule – 15 points; Proposer has adequate warehouse facilities, trucks and drivers to follow desired ordering schedule. Proposer should be able to guarantee at least a 90% fill rate on all deliveries made to each school. Proposer's ability and schedule for communicating order shortages to District. Proposer's ability to make redeliveries for any shortages deemed necessary to meet menu demands. Proposer's ability to deliver during the times a Kitchen Manager is present as detailed on Attachment A.</p>	
<p>Product Line – 10 points; the Proposer's ability to secure items on the market basket, capability of securing food items and supplies desired by the District and process for negotiating with manufacturers to get the best prices for the District, and ensure adequate supplies. Preference given for proposer's who bid no more than 10% of alternate products.</p>	
<p>Minimum Order Sizes (please provide information regarding your firm's needed minimum order sizes - for example, the minimum dollar amount or number of cases needed to facilitate a delivery. This</p>	

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information may be used to evaluate a vendor's capacity.)	
Technology – 5 points (please discuss your firm's available online ordering systems, online accounting systems, online delivery tracking software as well as interface options with District software - PrimeroEdge)	
Accounting Practices – 5 points (please discuss your firm's capability to provide accurate, reliable and timely reports, to include invoices, statements, credits, and utilization reports)	
Sanitation Requirements – 5 points; Proposer will allow District staff to routinely inspect its facilities. Facilities and operating practices must remain in compliance with the United States Food Drug and Cosmetic Act along with applicable state and local laws and regulations. <u>Proposer should submit proof of a HACCP compliance plan in response to this RFP.</u>	
Reference #1	
Reference #2	
Reference #3	
List Key Management Personnel who will be involved in providing services – include their relationship to the firm, years of experience, qualifications, and years of service with firm. The information may be used to evaluate a firm's capacity.	
Discuss the role of any subcontractors in providing products or services to the District (if applicable). This information may be used to evaluate a firm's capacity.	

ATTACHMENT C - Market Basket Cost/Charges Spreadsheet

All items listed below will be used in the District's "market basket" analysis

***Please note that the "Unit Base Cost" amount should include any applicable freight charges for cases or bags; freight should not be quoted seperately**

****Please note that an Excel copy of the spreadsheet may be requested by emailing purchasing@smsd.org.**

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	Bread, Pullman Style loaf bread, Sliced, Whole Grain Rich (all other grains enriched), frozen, pre-baked, thaw and serve, minimum weight of 1 ounce per slice, one slice of bread must credit as 1 ounce of grain in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 60 to 100 calories, maximum 1 grams saturated fat and a maximum 190 milligrams sodium.										\$0.00	
74		Case=10 Loaf	Flowers	99835670								
	Bread, Hot Dog Bun, Whole Grain Rich (all other grains enriched), frozen, pre-baked, thaw and serve, partially sliced, minimum weight of 2 ounces per bun, one bun must credit as 2 ounces of grain in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 130 to 180 calories, maximum 2 grams saturated fat and a maximum 325 milligrams sodium.										\$0.00	
635		Case=12 Package	FLOWERS	99828820								
	Bread, Hamburger Bun, Whole Grain Rich (all other grains enriched), frozen, pre-baked, thaw and serve, sliced, minimum weight of 2 ounces per bun, one bun must credit as 2 ounces of grain in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 130 to 180 calories, maximum 2 grams saturated fat and a maximum 325 milligrams sodium.										\$0.00	
4152		Case=10 Package	FLOWERS	99832050								
	Bread, Muffin, Apple Cinnamon, Whole Grain Rich (all other grains enriched), individually wrapped, frozen, pre-baked, thaw and serve, minimum weight of 2 ounces per muffin, one muffin must credit as 1 ounce of grain in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 130 to 190 calories, maximum 3 grams saturated fat and a maximum 150 milligrams sodium.										\$0.00	
392		Case=72 Each	Muffin Town Bake Crafters	51666 413								
	Bread, Muffin, Banana, Whole Grain Rich (all other grains enriched) individually wrapped, frozen, pre-baked, thaw and serve, minimum weight of 2 ounces per muffin, one muffin must credit as 1 ounce of grain in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 130 to 190 calories, maximum 3 grams saturated fat and a maximum 150 milligrams sodium.										\$0.00	
513		Case=72 Each	Muffin Town Bake Crafters	51675 412								
	Bread, Muffin, Blueberry, Whole Grain Rich (all other grains enriched)individually wrapped, frozen, pre-baked, thaw and serve, minimum weight of 2 ounces per muffin, one muffin must credit as 1 ounce of grain in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 130 to 190 calories, maximum 3 grams saturated fat and a maximum 150 milligrams sodium.										\$0.00	
974		Case=72 Each	Muffin Town Bake Crafters	51661 411								

	Bread, Breadstick Garlic, Whole Grain Rich (all other grains enriched)frozen, pre-baked, minimum weight of 2 ounces per breadstick, one breadstick must credit as 2 ounces of grain in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 150 to 200 calories, maximum 3 grams saturated fat and a maximum 200 milligrams sodium.										\$0.00	
288		Case=144 each	Bake Crafters	1637								
	Bread, Banana Bread Slice, Whole Grain Rich (all other grains enriched)frozen, pre-baked, thaw and serve, minimum weight of 3 ounces per bread, one bread must credit as 2 ounces of grain in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 220 to 280 calories, maximum 4 grams saturated fat and a maximum 290 milligrams sodium.										\$0.00	
1800		Case=75 Package	Super Bakery	7501								
	Bread, Stuffing Cornbread, Dry Mix. Minimum weight of 1 ounce per portion, must credit as 1 ounce grain in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 110 to 160 calories, maximum 2 grams saturated fat and a maximum 700 milligrams sodium.										\$0.00	
50		Case=6 bag	Ben's Original	424847								
	Entrée, Pizza Stick, Mozzarella Cheese wrapped in bread, Frozen, Bulk, Pre-baked, Whole Grain Rich (all other grains enriched), 2 stick portion must provide a minimum of 2 ounces of meat/meat alternative and 1.5 ounces of grain in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between ? to ? calories, maximum 12 grams saturated fat and a maximum 500 milligrams sodium.										\$0.00	
75		Case=192 each	The Max	77387-12685								
	Entrée, Breadstick Cheese Filled, 7 inches, Whole Grain Rich (all other grains enriched), mozzarella cheese, frozen, bulk, pre-baked, 1 breadstick must provide a 1 ounces of meat/meat alternative and 2 ounces of grain in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 200 to 250 calories, maximum 5 grams saturated fat and a maximum 350 milligrams sodium.										\$0.00	
40		Case=108 each	Bosco's Pizza	17021081120								
	Vegetable, Beans, BEANS, PINTO, WHOLE, RANCHERO FLAVORED, 6no.10/CS. Each 1/2 cup portion(ready for serving) provides between 100 to 140 calories, maximum 0 grams saturated fat, 0 grams trans fat and a maximum 500 milligrams sodium.										\$0.00	
50		Case=6 Can	Bush's Best	01071								

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300	Breakfast, Bagel, Egg Turkey Sausage, Bagel half - Whole Grain Rich (all other grains enriched) - topped with egg, turkey sausage and mozzarella cheese, individually wrapped, frozen, one package (2.82 oz.) to provide 1.25 ounces of grain and 1 ounce of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 160 to 210 calories, maximum 5 grams saturated fat and a maximum 400 milligrams sodium.	Case=96 each	Schwan's	67625							\$0.00	
539	Breakfast, Cereal, Trix, Whole Grain Rich (all other grains enriched) 1 ounce bowl, each bowl must credit as 1 ounce of grain in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 90 to 130 calories, maximum 1 grams saturated fat and a maximum 180 milligrams sodium.	Case=96 Container	General Mills	31922000							\$0.00	
249	Breakfast, Breakfast Cluster, frozen, individually wrapped, pre-baked, thaw and serve, Whole Grain Rich (all other grains enriched), one package (2.75 oz.) provides 2 ounces of grain in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 230 to 290 calories, maximum 5 grams saturated fat and a maximum 320 milligrams sodium.	Case=72 each	Sky Blue Bakery	WGBC272							\$0.00	
111	Breakfast, Toaster Pastry, Fudge Filled, frosted, Whole Grain Rich (all other grains enriched), pre-baked ready to eat, one pastry per package, minimum weight of 1 ounce per package, one package must credit as 1 ounce of grain in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 160 to 210 calories, maximum 2 grams saturated fat and a maximum 230 milligrams sodium.	Case=120 Package	KELLOGG	3800012070							\$0.00	
250	Entrée, Egg, hard boiled EGG, WHOLE, HARD BOILED, FULLY COOKED, REFRIGERATED, Packaged 12 eggs per package, minimum 48 grams per egg; 70 days of shelf life from processing date; One egg to credit as 1 ounce of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 50 to 90 calories, maximum 2 grams saturated fat and a maximum 75 milligrams sodium.	Case=96 each	wholesome farm classi	74865-61241-00							\$0.00	
125	Breakfast, Bread, Waffle, Maple, Whole Grain Rich (all other grains enriched) frozen, individually wrapped, pre-baked, thaw and serve, minimum weight of 2 ounces per package, one package must credit as 2 ounces of grain in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving),provides between 230 to 280 calories, maximum 5 grams saturated fat and a maximum 310 milligrams sodium.	Case=96 package	Arlington Valley	00110							\$0.00	

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140	Chips,Doritos, Spicy Sweet Chili, individual portion size (1 oz. bag), Frito Lay, Whole Grain Rich (all other grains enriched). Must be SmartSnacks for schools compliant. Each portion(ready for serving) provides between 110 to 160 calories, maximum 2 grams saturated fat and a maximum 200 milligrams sodium.	Case=72 Each	Frito Lay	49093							\$0.00	
1532	Chips, Scoops, individual portion size (7/8 oz. bag), Frito Lay, Whole Grain Rich (all other grains enriched). Must be SmartSnacks for schools compliant. Each portion(ready for serving) provides between 90 to 140 calories, maximum 1 grams saturated fat and a maximum 200 milligrams sodium.	Case=72 Package	Frito Lay	42537							\$0.00	
2316	Chips, Walking Taco Doritos, individual portion size (1.4 oz. bag), Frito Lay, Whole Grain Rich (all other grains enriched). Must be SmartSnacks for schools compliant. Each portion(ready for serving) provides between 170 to 210 calories, maximum 2 grams saturated fat and a maximum 310 milligrams sodium.	Case=44 Package	Frito Lay	28400205184							\$0.00	
131	Chips, Lays Original, Baked, individual portion size (1 1/8 oz. bag), Frito Lay, Must be SmartSnacks for schools compliant. Each portion(ready for serving) provides between 120 to 160 calories, maximum 1.5 grams saturated fat and a maximum 200 milligrams sodium.	Case=64 Each	Frito Lay	44396							\$0.00	
258	Chips, Doritos, Nacho Cheese, individual portion size (1 oz. bag), Frito Lay, Whole Grain Rich (all other grains enriched). Must be SmartSnacks for schools compliant. Each portion(ready for serving) provides between 110 to 160 calories, maximum 2 grams saturated fat and a maximum 200 milligrams sodium.	Case=72 Each	Frito Lay	31748							\$0.00	
111	Chips, Sun Chips, Cheddar, individual portion size (1 oz. bag), Frito Lay, Whole Grain Rich (all other grains enriched), Must be SmartSnacks for schools compliant. Each portion(ready for serving) provides between 120 to 160 calories, maximum 1 grams saturated fat and a maximum 200 milligrams sodium.	Case=104 package	Frito Lay	11152							\$0.00	
37	Chips, Funyuns, individual portion size, Frito Lay, Whole Grain Rich (all other grains enriched) Must be SmartSnacks for schools compliant. Each portion(ready for serving) must be Smart Snacks for schools compliant.	Case=104 Package	Frito Lay	28400666893							\$0.00	
109	Chips, Sour Cream & Onion, Baked, individual portion size (1 1/8 oz. bag), Frito Lay. Must be SmartSnacks for schools compliant. Each portion(ready for serving) provides between 120 to 160 calories, maximum 1 grams saturated fat and a maximum 200 milligrams sodium.	Case=64 Each	Frito Lay	44398							\$0.00	

	Entrée, Nacho Bites, Corn Masa pockets with nacho cheese filling, frozen, bulk, Whole Grain Rich (all other grains enriched), one 8 bite serving must credit as 2 ounces of grain and 2 ounce of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 280 to 330 calories, maximum 5 grams saturated fat and a maximum 600 milligrams sodium.										\$0.00	
275		Case=8 package	Father's Table	77044								
	Chips, Cheetos Cheese Puffs, individual portion size (7/8 oz. bag), Frito Lay. Must be SmartSnacks for schools compliant. Each portion(ready for serving) provides between 80 to 120 calories, maximum 3 grams saturated fat and a maximum 200 milligrams sodium.										\$0.00	
38		Case=72 Each	Frito Lay	21910								
	Chips, Crisp Cheddar, individual portion size (0.8 oz. bag), Frito Lay. Must be SmartSnacks for schools compliant. Each portion(ready for serving) provides between 90 to 140 calories, maximum 1 gram saturated fat and a maximum 200 milligrams sodium.										\$0.00	
68		Case=60 Each	Frito Lay	56882								
	Chips, Baked Hot Cheetos, individual portion size (7/8 oz. bag), Frito Lay, Whole Grain Rich (all other grains enriched). Must be SmartSnacks for schools compliant. Each portion(ready for serving) provides between 100 to 140 calories, maximum 2 grams saturated fat and a maximum 200 milligrams sodium.										\$0.00	
247		Case=104 Package	Frito Lay	62984								
	Chips, Heartzels, individual portion size, Frito Lay (0.7 oz. bag), Frito Lay, Whole Grain Rich (all other grains enriched). Must be SmartSnacks for schools compliant. Each portion(ready for serving) provides between 60 to 110 calories, maximum 2 grams saturated fat and a maximum 200 milligrams sodium.										\$0.00	
621		Case=104 Package	Frito Lay	15940								
	Chips,Potato, Salt & Vinegar, individual portion size (1 3/8 oz. bag), Frito Lay. Must be SmartSnacks for schools compliant. Each portion(ready for serving) provides between 160 to 210 calories, maximum 2.5 grams saturated fat and a maximum 200 milligrams sodium.										\$0.00	
358		Case=64 Each	Frito Lay	25113								
	Chips, Tortilla Chips, bulk, Whole Grain Rich (all other grains enriched), 2 ounces of chips must credit as 2 ounces of grain in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 120 to 170 calories, maximum 3 grams saturated fat and a maximum 200 milligrams sodium.										\$0.00	
693		Case=6 bags	MISSION	8617								
39	Cleaning, Bleach, 6/1 gallons/CS	Case=6 Bottle									\$0.00	
138	Cleaning, Delimer	Case=4 gallon	ECOLAB	6101131							\$0.00	
153	Cleaning, Detergent, Dish Machine	Case=4 Container	ECOLAB	6100185							\$0.00	
78	Cleaning, Detergent, Pot & Pan										\$0.00	
246	Disposable, Alcohol Probe Wipes	Box=200 Each	ECOLAB	7700113							\$0.00	
86	Cleaning, Quat	Case=2 gallon	ECOLAB	6100181							\$0.00	
10	Cleaning, Oven Cleaner	Case=4 can	KEYSTONE	6100285							\$0.00	
71	Cleaning, Rinse Agent	Case=4 gallon	ECOLAB	5636469							\$0.00	

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594	Cracker, Goldfish, Cinnamon flavored, Giant fish shape - 2 per package, minimum of 1 ounce per package, baked, ready to serve, Whole Grain Rich (all other grains enriched) One package (.92 ounce) must credit as 1 ounce of grain in Child Nutrition Meal Pattern Requirements. Must be SmartSnacks for schools compliant. Each portion(ready for serving) provides between 100 to 140 calories, maximum 2 grams saturated fat and a maximum 170 milligrams sodium.	Case=300 Package	Pepperidge Farms	140026830							\$0.00	
137	Cracker, GRAHAM, BONE SHAPED, CINNAMON FLAVORED, Whole Grain Rich (all other grains enriched) INDIVIDUALLY WRAPPED, minimum 1 ounce per package, baked, ready to serve, made with cinnamon flavor. One package must credit as 1 ounce of grain in Child Nutrition Meal Pattern Requirements. Must be SmartSnacks for schools compliant. Each (1 oz.) portion(ready for serving) provides between 100 to 140 calories, maximum 2 grams saturated fat and a maximum 140 milligrams sodium.	Case=210 Package	KEEBLER	3010050689							\$0.00	
154	Cracker, Cheese, Cheez-it, INDIVIDUALLY WRAPPED, minimum 1 ounce per package, baked, ready to serve, Whole Grain Rich (all other grains enriched) One package must credit as 1 ounce of grain in Child Nutrition Meal Pattern Requirements. Must be SmartSnacks for schools compliant. Each (0.75 oz.) portion(ready for serving) provides between 80 to 130 calories, maximum 2 grams saturated fat and a maximum 190 milligrams sodium.	Case=175 Package	SUNSHINE	2410079263							\$0.00	
334	Cracker, Goldfish Cheese, INDIVIDUALLY WRAPPED, baked, ready to serve, Whole Grain Rich (all other grains enriched) . One package must credit as 1 ounce of grain in Child Nutrition Meal Pattern Requirements. Each (0.75 oz.) portion(ready for serving) provides between 80 to 120 calories, maximum 1.5 grams saturated fat and a maximum 210 milligrams sodium.	Case=300 Package	Pepperidge Farms	140018105							\$0.00	
122	Cracker, Animal, INDIVIDUALLY WRAPPED, baked, ready to serve, Whole Grain Rich (all other grains enriched). One package (1 ounce) must credit as 1 ounce of grain in Child Nutrition Meal Pattern Requirements. Must be SmartSnacks for schools compliant. Each portion(ready for serving) provides between 100 to 140 calories, maximum 2 grams saturated fat and a maximum 150 milligrams sodium.	Case=150 Package	KELLOGG	3010020150							\$0.00	

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	Disposable, TRAY, FIVE COMPARTMENT, 100 percent COMPOSTABLE, cases packed in cardboard boxes or shrink wrapped, Rectangle, minimum of 8.25 in x 10 3/8 in x 1 in. Must be food safe for all type and varieties of food. Structured with one large compartment section and four smaller sections.										\$0.00	
8612		Case=4 Sleeves	CHINET Huhtamaki	21032								
538	Disposable, Cup, Plastic, 5.5 ounce, translucent, must have a matching lid,	Case=20000 Each									\$0.00	
13	Disposable, Lid,(Parfait) 9-22 oz	Case=1000 Each	Dart Container	662TP							\$0.00	
154	Disposable, Lid for 5.5 oz plastic cup	Case=2500 each									\$0.00	
20	Disposable, Cup Ultra Clear Parfait, 9 oz,	Case=1000 Each	Dart Container	TP9R							\$0.00	
50	Disposable, Bleach Test Strips	Container=100 Contain	ECOLAB	20311-01-11							\$0.00	
25	Disposable, Container Foam Hinged 3 Compartment Double-Tab	Case=150 Each									\$0.00	
220	Disposable, Bag, Paper French Fry Bag 5.5	Case=2000 bag	Bagcraft	450009							\$0.00	
141	Disposable, Bag, Bakery Dry Wax White 6 in	Case=2000 bag	Bagcraft	300411							\$0.00	
189	Disposable, Bag, Plastic, 6' x 3" X 15", 0.9 mil, perforated roll	Case=1000 bag									\$0.00	
791	Disposable, Food Tray, One compartment, Paper, 8 ounce capacity	Case=4 Sleeves									\$0.00	
15	Disposable, Cup, Paper, cold, poly-coated, 5 ounce	Case=1200 cup									\$0.00	
25	Spice, Pepper, Red Crushed 13 oz	Case=13 ounces	IMP/MCC	900010608							\$0.00	
122	Drink, Sports Drink, non-carbonated, Fruit Punch flavor, 12 ounce plastic bottle. Must be SmartSnacks for schools compliant.	Case=24 Each	GATORADE	10052000122029							\$0.00	
99	Drink, Sports Drink, non-carbonated, Grape flavor, 12 ounce plastic bottle. Must be SmartSnacks for schools compliant.	Case=24 Each	GATORADE	12203							\$0.00	
64	Drink, Sports Drink, non-carbonated, Orange flavor, 12 ounce plastic bottle. Must be SmartSnacks for schools compliant.	Case=24 Each	GATORADE	12204							\$0.00	
68	Drink, Juice, Orange Tangerine, non-carbonated, 10 ounce plastic bottle, 100% juice. Must be SmartSnacks for schools compliant.	Case=24 Each	Juicy Juice	00094							\$0.00	
178	Drink, Juice, Apple, aspectic carton with straw, 6.75 ounces, 100% juice.	Case=32 Box	Juicy Juice	15794							\$0.00	
171	Drink. Juice, Berry, aspectic carton with straw, 6.75 ounces, 100% juice.	Case=32 Box	Juicy Juice	00061							\$0.00	
106	Drink, Water, non-carbonated, plain, 10 ounce plastic bottle	Case=32 Bottle	NIAGARA BOTTLING	NDW10Z32PDMCH							\$0.00	
180	Drink, Juice, Grape flavored, non-carbonated, 10 ounce plastic bottle, 100% juice. Must be SmartSnacks for schools compliant.	Case=24 Each	Juicy Juice	00080							\$0.00	
487	Drink, Juice, Fruit Medley flavored, non-carbonated, 10 ounce plastic bottle, 100% juice. Must be SmartSnacks for schools compliant.	Case=15 Each	Tropicana	2145							\$0.00	
50	Milk, Soy, Organic, aspectic carton with straw, 8 ounce container, Each portion(ready for serving) provides between 100 to 160 calories, maximum 2 grams saturated fat and a maximum 200 milligrams sodium.	Case=24 Each	KIKKOMAN	6183							\$0.00	
226	Drink, Propel, Strawberry Kiwi flavored, 16 fluid ounces, plastic bottle. Must be SmartSnacks for schools compliant.	Case=24 Each	PROPEL	171							\$0.00	

129	Drink, Propel, Lemon flavored, 16 fluid ounces, plastic bottle. Must be SmartSnacks for schools compliant.	Case=24 Each	PROPEL	167							\$0.00	
514	Drink, Juice, Apple flavored, non-carbonated, 10 ounce plastic bottle, 100 % juice. Must be SmartSnacks for schools compliant.	Case=24 Each	Juicy Juice	000067							\$0.00	
99	Drink, Trop. Orange flavored, non-carbonated, 10 ounce plastic bottle, 100% juice. Must be SmartSnacks for schools compliant.	Case=24 Each	Tropicana	75715							\$0.00	
2933	Drink, Water, non-carbonated, plain, 16 ounce plastic bottle	Case=24 Each	PURLIFE	68274934711							\$0.00	
50	Drink, Juice, V8 Strawberry Banana flavor, 8 ounce can. Must be SmartSnacks for schools compliant.	Case=24 Each	V-8 Fusion	18866							\$0.00	
37	Drink, Juice, V8 Fusion, Blueberry Pomegranate flavor, 8 ounce can. Must be SmartSnacks for schools compliant.	Case=24 Each	V-8 Fusion	18867							\$0.00	
32	Drink, Juice, Capri Sun, Fruit blend flavor, 6 ounce pouch with straw. Must be SmartSnacks for schools compliant.	Case=40 each	CAPRISUN	876840014600							\$0.00	
206	Drink, Naked Juice, Berry Blast flavor, non-carbonated, 10 ounce plastic bottle, 100% juice. Must be SmartSnacks for schools compliant.	Case=8 Each	NAKED JUICE	63117							\$0.00	
296	Drink, Naked Juice, Mango flavor, non-carbonated, 10 ounce plastic bottle, 100% juice. Must be SmartSnacks for schools compliant.	Case=8 Each	NAKED JUICE	63072							\$0.00	
38	Drink, Naked Juice, Green Machine flavor, non-carbonated, 10 ounce plastic bottle, 100% juice. Must be SmartSnacks for schools compliant.	Case=8 Each	NAKED JUICE	63076							\$0.00	
180	Drink, Propel, Berry flavored, 16 fluid ounces, plastic bottle. Must be SmartSnacks for schools compliant.	Case=24 Each	PROPEL	169							\$0.00	
245	Drink, Propel, Grape flavored, 16 fluid ounces, plastic bottle. Must be SmartSnacks for schools compliant.	Case=24 Each	PROPEL	173							\$0.00	
559	Drink, Water, Sparkling, Strawberry flavored, 17 ounce plastic bottle. Must be SmartSnacks for schools compliant.	Case=12 each	SPARKLING ICE	FG00061							\$0.00	
773	Drink, Water, Sparkling, Black Raspberry flavored, 17 ounce plastic bottle. Must be SmartSnacks for schools compliant.	Case=12 each	SPARKLING ICE	24573							\$0.00	
458	Drink, Water, Sparkling, Orange flavored, 17 ounce plastic bottle. Must be SmartSnacks for schools compliant.	Case=12 each	SPARKLING ICE	FG00016							\$0.00	
768	Drink, Water, Sparkling, Kiwi Strawberry flavored, 17 ounce plastic bottle. Must be SmartSnacks for schools compliant.	Case=12 each	SPARKLING ICE	24575							\$0.00	
100	JUICE, SHELF STABLE, Apple, 100% juice, 4 ounce container. Must be SmartSnacks for schools compliant.	Case=96 Carton	HC Plus King Brands LLC	8.96989E+11							\$0.00	
100	Juice, Shelf Stable, Grape, 100% juice, 4 ounce container. Must be SmartSnacks for schools compliant.	Case=96 Carton	HC Plus King Brands LLC	8.96989E+11							\$0.00	
198	Drink, Naked Juice, Blue Machine flavor, non-carbonated, 10 ounce plastic bottle, 100% juice. Must be SmartSnacks for schools compliant.	Case=8 Each	NAKED JUICE	1037							\$0.00	

100	Juice, Fruit Punch, 100% juice, Aseptic packaging, 4.23 ounces. Must be SmartSnacks for schools compliant.	Case=40 each	Sun Cup	7.74844E+11							\$0.00	
100	Juice, Shelf Stable, Orange, 100% Juice, 4 ounce container. Must be SmartSnacks for schools compliant.	Case=96 Carton	HC Plus King Brands LLC	8.96989E+11							\$0.00	
717	Drink, Water, Sparkling, Cherry Limeade flavored, 17 ounce plastic bottle. Must be SmartSnacks for schools compliant.	Case=12 each	SPARKLING ICE	FG00066							\$0.00	
586	Entrée, Chicken Drumstick, fully cooked, breaded, frozen, Minimum weight per drumstick is 4.4 ounces. Whole Grain Rich (all other grains enriched), one drumstick serving must credit as 1 ounces of grain and 2 ounce of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 170 to 240 calories, maximum 4 grams saturated fat and a maximum 600 milligrams sodium.	Case=1 Case	Tyson	16660100928							\$0.00	
1200	Entrée, Macaroni & Cheese, boil in the bag pouches, frozen, Cheddar cheese, Whole grain rich macaroni, Whole Grain Rich (all other grains enriched). One serving (6 oz.) must credit as 2 ounces of grain and 1 ounce of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 260 to 300 calories, maximum 7 grams saturated fat and a maximum 710 milligrams sodium.	Case=6 bag	LAND O LAKES	43274000034500							\$0.00	
125	Entrée, Chicken bites, Dill flavored, breaded - Whole Grain Rich (all other grains enriched), fully cooked, frozen. One serving (3.6 ounce weight) must credit as 0.5 ounces of grain and 2 ounce of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 150 to 200 calories, maximum 2 grams saturated fat and a maximum 350 milligrams sodium.	Case=100 Each	PROVIEW	64015							\$0.00	
700	Entrée, Fish Nuggets, breaded Whole Grain Rich (all other grains enriched), fully cooked, frozen. 4 nuggets (4 ounces) must credit as 1.5 ounces of grain and 2 ounce of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 180 to 240 calories, maximum 3 grams saturated fat and a maximum 400 milligrams sodium.	Case=1 Package	TRIDENT	418300							\$0.00	
40	Entrée, Chicken, Nugget, Honey Sriracha flavored, breaded, Whole Grain Rich (all other grains enriched), fully cooked, frozen. 6 (.86 oz. each) nuggets must credit as 1 ounces of grain and 2 ounce of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion (ready for serving) provides between 250 to 300 calories, maximum 4 grams saturated fat and a maximum 400 milligrams sodium.	Case=88 Each	TYSON	6147-928							\$0.00	

	Entrée, Ham, Sliced, Each slice to have a minimum weight of 1/2 ounce per slice. 5 slices (2.5 ounces) must be creditable as 2 ounce of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 60 to 90 calories, maximum 1 grams saturated fat and a maximum 510 milligrams sodium.										\$0.00	
127		Case=6 Package	Cloverdale	126926								
	Entrée, Hot Dogs, fully cooked, frozen, 1 hot dog (2 ounces) must credit as 2 ounces of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 100 to 150 calories, maximum 4 grams saturated fat and a maximum 310 milligrams sodium.										\$0.00	
907		Case=2 Package	JENNIEO	612530								
	Entrée, Chicken Nugget, WITH Mandarin Orange sauce, breaded, Whole Grain Rich (all other grains enriched), fully cooked, frozen. One 3.6 ounce weighted serving must credit as 2 ounce of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 120 to 180 calories, maximum 2 grams saturated fat and a maximum 320 milligrams sodium.										\$0.00	
178		Case=6 bag	LINGS	15552-4								
	Entrée, Cheese and Green Chili Filled Tamale, Whole Grain Rich (all other grains enriched), bulk. frozen, Tamle to be wrapped in corn husk, One tamale (5.3 oz. weight) must credit as 2.25 ounces of grain and 2 ounce of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 320 to 400 calories, maximum 10 grams saturated fat and a maximum 550 milligrams sodium.										\$0.00	
75		Case=60 Each	Los Cabos	99660								
	Entree, Meatballs, Fully cooked, frozen, IQF, 5 meatballs (2.5 ounces) must credit as 2 ounces of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 170 to 220 calories, maximum 8 grams saturated fat and a maximum 300 milligrams sodium.										\$0.00	
126		Case=320 Each	ADVANCE Pierre	10000075050								
	Entrée, Mozzarella Stick, Breaded, Whole Grain Rich (all other grains enriched), fully cooked, frozen, bulk. 5 sticks (4.5 ounces) must credit as 2 ounces of grain and 2 ounces of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 140 to 190 calories, maximum 4 grams saturated fat and a maximum 230 milligrams sodium.										\$0.00	
446		Case=8 Bag	Farm Rich	65219								

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	Entree, Mini Corn Dogs, mini frankfurter dipped in whole grain batter and lightly cooked, Whole Grain Rich (all other grains enriched). 6 mini corn dogs (4.02 ounces) must credit as 2 ounces of grain and 2 ounces of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion of 6 minis (ready for serving) provides between 250 to 300 calories, maximum 4 grams saturated fat and a maximum 500 milligrams sodium.										\$0.00	
1517		Case=2 Packages										
	Entrée, Vegetarian Patty, bulk, fully cooked, frozen, one patty (2.9 ounces) must credit as 2 ounces of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 130 to 170 calories, maximum 2 grams saturated fat and a maximum 510 milligrams sodium.										\$0.00	
30		Case=100 Each	PIERRE	10000009785								
	Entree, Chicken Quesadilla Wedge, frozen, bulk, pre-cut wedges, Whole Grain Rich (all other grains enriched). One wedge (5 ounces) must credit as 2 ounces of grain and 2 ounces of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 260 to 320 calories, maximum 4 grams saturated fat and a maximum 700 milligrams sodium.										\$0.00	
246		Case=96 Each	THE MAX	7738712700								
	Entrée, Chicken Strips, breaded, Whole Grain Rich (all other grains enriched), fully cooked, frozen. 3 strips (4.5 ounces) must credit as 1 ounces of grain and 2 ounces of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each 3 ounce portion provides between 160 to 220 calories, maximum 3 grams saturated fat and a maximum 380 milligrams sodium.										\$0.00	
266		Case=30 pounds	Tyson	17033220928								
	Entrée, Peanut Butter and Grape Jelly Sandwich, minimum weight of 5.3 ounces, INDIVIDUALLY WRAPPED, THAW-AND-SERVE PRODUCT, FROZEN. Whole Grain Rich (all other grains enriched). One sandwich (5.3 ounces) must credit as 2 ounce of grain and 2 ounce of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 530 to 650 calories, maximum 8 grams saturated fat and a maximum 600 milligrams sodium.										\$0.00	
913		Case=72 Each	SMUCKER	5150021027								
	Entrée, Sausage, Chicken, minimum of 1.5 ounces per patty, fully cooked, frozen, one patty must credit as 1 ounce of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion (1 patty) provides between 70 to 90 calories, maximum 2 grams saturated fat and a maximum 300 milligrams sodium.										\$0.00	
2850		Case=107 Each	JONES Dairy	018859								

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173	Entrée, Chicken, Popcorn nugget size, breaded, Whole Grain Rich (all other grains enriched), fully cooked, frozen. One serving, 12 pieces (3.3 ounces) must credit as 1 ounces of grain and 2 ounces of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Whole Grain Rich (all other grains enriched) Each portion(ready for serving) provides between 200 to 260 calories, maximum 4 grams saturated fat and a maximum 400 milligrams sodium.	Case=6 Package	TYSON	10703680928							\$0.00	
1476	Entrée, Beef Patty, fully cooked, frozen, bulk, 2.5 ounce per patty, flame broiled. 1 patty (2.5 ounces) must credit as 2 ounce of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 110 to 160 calories, maximum 6 grams saturated fat and a maximum 200 milligrams sodium.	Case=170 Each	Advance	10000042520							\$0.00	
425	Entrée, Beef Burrito, Whole Grain Rich (all other grains enriched), bulk, frozen, one burrito must credit as 2 ounce of grain and 2 ounce of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 300 to 360 calories, maximum 10 grams saturated fat and a maximum 650 milligrams sodium.	Case=60 Each	Fernando	5211							\$0.00	
3477	Entrée, French Toast Sticks, Whole Grain Rich (all other grains enriched), frozen, heat and serve. One serving, 4 sticks (4.4 ounces) to credit as 2 ounces of grain in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 240 to 310 calories, maximum 3 grams saturated fat and a maximum 330 milligrams sodium.	Case=143 Each	Bake Crafters	442							\$0.00	
158	Entrée, Pulled Pork, smoked, No Sauce, 2 boil in the bag/cs, minimally processed, frozen. One serving (2 ounces) must credit as 2 ounce of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 230 to 290 calories, maximum 8 grams saturated fat and a maximum 200 milligrams sodium.	Case=2 package	Smithfield	10704051289045							\$0.00	
350	Entrée, Sandwich, Stuffed Pepperoni, Whole Grain Rich (all other grains enriched), frozen, bulk pack, heat and serve, 1 sandwich (4.46 ounces) must credit as 2 ounces of grain and 2 ounces of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 280 to 350 calories, maximum 7 grams saturated fat and a maximum 620 milligrams sodium.	Case=96 Each	Schwan's	55290							\$0.00	

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	Breadstix, Egg, Scrambled, 15/2lb cartons/cs, real liquid eggs, One serving (4.37 ounces) must credit as 3.75 ounce meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 110 to 170 calories, maximum 4 grams saturated fat and a maximum 390 milligrams sodium.										\$0.00	
125		Case=15 Carton	Micheal Foods/Papetti	46025-84254-00								
	Fruit, Pears PEARS, BARTLETT, SLICED, IN JUICE FROM CONCENTRATE, CANNED, 6/no.10/CS, to be packed to the standard of U. S. Choice. Must be creditable as fruit in USDA Child Nutrition Program.										\$0.00	
1378		Case=6 Can										
	Fruit, Apples, Sliced, water, CANNED, 6/no.10/CS, to be packed to the standard of U.S. Grade Fancy A. Must be creditable as fruit in USDA Child Nutrition Program.										\$0.00	
589		Case=6 Can										
	Fruit, Applesauce, APPLESAUCE, UNSWEETENED, CANNED, 6/no.10/cs, to be packed to the standard of U. S. Grade A, regular texture and natural color. Must be creditable as fruit in USDA Child Nutrition Program.										\$0.00	
300												
	Fruit. Blueberries, FROZEN. To be packed to the standard of U S Grade A. Must be creditable as fruit in USDA Child Nutrition Program.										\$0.00	
163		Case=30 pounds										
	Fruit, Mandarin Oranges, LIGHT SYRUP, CANNED, 6/no.10/CS, Whole and broken fruit segments. Must be creditable as fruit in USDA Child Nutrition Program.										\$0.00	
2549		Case=6 Can										
	Fruit, Peaches SLICED, YELLOW CLING, LIGHT SYRUP, CANNED, 6/no.10/CS, to be packed to the standard of U. S. Choice, clingstone. Must be creditable as fruit in USDA Child Nutrition Program.										\$0.00	
1709		Case=6 Can										
	Fruit Cup - Applesauce, Unsweetened, Plain, individual package, minimum of 4.5 ounces per package. One package must provide USDA Child Nutrition Program equivalent for 1/2 cup of fruit. Product must be packaged in attractive, easy to open containers and be shelf stable.										\$0.00	
3436		Case=96 each	Pepperidge Farms	ASA10001								
	Fruit, Pineapple Tidbits CANNED, 6/no.10/CS, to be packed to the standard of U. S. Choice, packed in pineapple juice; grown in Hawaii, Philippines, Thailand, Malaysia, or Indonesia only. Must be creditable as fruit in USDA Child Nutrition Program.										\$0.00	
205		Case=6 Can	DOLE	1.00389E+13								
	Fruit, Frozen, Strawberries STRAWBERRIES, SLICED, FROZEN. To be packed to the standard of U S Grade A, California or Northwest berries, four parts berries to one part sugar. Must be creditable as fruit in USDA Child Nutrition Program.										\$0.00	
226		Case=30 pounds	ANACAPA	150300100MO								
	Sauce, Gravy Mix, Dry, Chicken, Instant. Each portion(ready for serving) provides between 15 to 35 calories, maximum 1 grams saturated fat and a maximum 160 milligrams sodium.										\$0.00	
50		Case=12 Package	CH GUENTHER & SON I	99488								

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1507	Produce, Oranges Fancy Navels, 138ct, 40lb/case. Bright yellow orange skin, firm, no creases or soft spots. Each must provide USDA Child Nutrition Program equivalent for 1/2 cup of fruit.	Case=138 Each									\$0.00	
225	Produce, Potato, Bakers, Fresh, 90CT/50lbs/CS. To be packed to U.S. No. 1 Grade standard.	Case=100 Each									\$0.00	
266	Produce, Cherry Tomatoes extra sweet, approx. 12 pint/flat. Fresh or green house grown, well-formed, uniform in shape, size and free from bruises.	Box=12 pint									\$0.00	
263	Produce, Watermelon. Each portion must provide USDA Child Nutrition Program equivalent for 1/2 cup of fruit.	Case=1									\$0.00	
50	Produce, Strawberries packaged 4/2lb clamshell. Each portion must provide USDA Child Nutrition Program equivalent for 1/2 cup of fruit.	Case=8 pounds									\$0.00	
500	Produce, Pepper, Red Bell, 2.5 inches in length and 2.5 inches in diameter, 5 pound case	Box=5 pound									\$0.00	
1296	Produce, Lettuce Roman Green, Fresh, prewashed, Chopped 1 to 1½ inch, 6/2lb bags/cs. Must have at least a 7 day shelf life when received on our dock. Best By date marked on outside of the bag.	Case=6 heads									\$0.00	
1812	Produce, Apple Slices, Single Serve Apples, Sliced, with or without peeling, packaged in individual packages. 80-120ct/2 to 2.5oz. bag/case. Sweet flavor, good texture, 100 percent yield. ach package must provide USDA Child Nutrition Program equivalent for 1/2 cup of fruit.Product is ready to use-no preparation. Minimum (8) eight days shelf life after product is received. Best By date marked on outside of the case.	Case=100 packages									\$0.00	
193	Produce, Grapes, Green U. S. no.1, table, approximately 18-21lb/case. Primarily green. in color, plump, firmly attached to stem. Each serving must provide USDA Child Nutrition Program equivalent for 1/2 cup of fruit.	Carton=18 Pound									\$0.00	
530	Produce, Cucumber, minimum of an average of 6" in length and not more than 2 1/4" in diameter, 5 pound case	Case=24 Each									\$0.00	
150	Snacks, Cookies, Chocolate Filled, Whole Grain Rich (all other grains enriched). Must be SmartSnacks for schools compliant. Each portion(1.7 ounce cookie) provides maximum 200 calories, maximum 2 grams saturated fat and a maximum 200 milligrams sodium.	Case=120 Each	RICHS	3593							\$0.00	
192	Snacks, Cookies, Grandmas Mini, Whole Grain Rich (all other grains enriched). Must be SmartSnacks for schools compliant. Each portion(ready for serving) provides between 120 to 180 calories, maximum 2 grams saturated fat and a maximum 190 milligrams sodium.	Case=80 Each	GRANDMA	66154							\$0.00	

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3087	Vegetable, Potato, Seasoned Fries, FULLY COOKED, FROZEN, oven ready. Each portion(ready for serving) provides between 90 to 160 calories, maximum 3 grams saturated fat and a maximum 210 milligrams sodium.	Case=6 Bag	MCCAIN	MCX04717							\$0.00	
807	Vegetable, Potato, Oven POTATOES, CUBED, FROZEN. Skin on. Oven ready. Minimum 3 ounces per portion. Each portion(ready for serving) provides between 80 to 130 calories, maximum 1 grams saturated fat and a maximum 200 milligrams sodium.	Case=6 Bag	MCCAIN	MCF03927							\$0.00	
2641	Vegetable, Potato, Smile POTATOES, MASHED SHAPES, SMILES, HEARTS, EMOJIS, FROZEN, Oven ready, minimum 3 ounces per portion. Each portion(ready for serving) provides between 100 to 160 calories, maximum 2 grams saturated fat and a maximum 210 milligrams sodium.	Case=6 Bag	MCCAIN	OIF03456							\$0.00	
122	Vegetable, Potatoes, Scalloped, Dehydrated, 12/20.35 ounce pouch/CS, Must credit as a vegetable in the Child Nutrition Program Requirements. Each portion(ready for serving) provides between 110 to 170 calories, maximum 3 grams saturated fat and a maximum 520 milligrams sodium.	Case=12 Bag	IDAHOAN	2970000889							\$0.00	
750	Vegetable, Potato, Fry, Crinkle Cut, Bakeable POTATOES, FRIES, CRINKLE CUT, SEASONED, 1/2 inch deep groove, skin off, frozen, oven ready; minimum 3 ounces per portion. Each portion(ready for serving) provides between 80 to 130 calories, maximum 2 grams saturated fat and a maximum 70 milligrams sodium.	Case=6 bag	McCain	MCF03761							\$0.00	
125	Vegetable, Beans, Refried BEANS, PINTO, WHOLE BEANS/CHUNKY, VEGETARIAN, REFRIED, DEHYDRATED, each bag to make 2 to 2-1/2 quarts refried beans. Each portion(ready for serving) provides between 120 to 170 calories, maximum 2 grams saturated fat and a maximum 210 milligrams sodium.	Case=6 Package	SANTAGO	10302							\$0.00	
437	Vegetable, Spaghetti Sauce rich, red, mildly spiced. Each pouch contains 60-110 ounces. Maximum 500 milligrams sodium per half cup serving. Must be packed in plastic pouch packs. As calculated per Child Nutrition Program requirements, 1/2 cup sauce to provide 1 1/8 cup of vegetables. Each portion(ready for serving) provides between 40 to 80 calories, maximum 1 grams saturated fat and a maximum 200 milligrams sodium.	Case=6 Can	REDGOLD	RPKMA9E							\$0.00	
73	Vegetable, Tomato, Puree CANNED, 6/no.10/CS, to be packed to the standard of U. S. Grade A. Each portion(ready for serving) provides between 15 to 45 calories, maximum 0 grams saturated fat and a maximum 80 milligrams sodium.	Case=6 Can	RED GOLD	RPKH69X							\$0.00	

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121	Yogurt, Raspberry Light, 6 ounce carton, 12/case, Must be SmartSnacks for schools compliant. Each portion(ready for serving) provides between 60 to 90 calories, maximum 0 grams saturated fat and a maximum 125 milligrams sodium.	Case=12 each	YOPLAIT	651000							\$0.00	
89	Yogurt, Key Lime, Light, 6 ounce carton, 12/case, Must be SmartSnacks for schools compliant. Each portion(ready for serving) provides between 60 to 90 calories, maximum 0 grams saturated fat and a maximum 125 milligrams sodium.	Case=12 each	YOPLAIT	665							\$0.00	
187	Yogurt, Parfait, Pouch, Strawberry Yogurt, Strawberry, Lowfat, 64oz pouch, Made with Grade A lowfat milk and no artificial sweetener. Each 2/3 cup serving must provide between 130 to 180 calories, a maximum of 1.5 grams of saturated fat, a maximum of 110 milligrams of sodium.	Case=24 pounds	YOPLAIT	16631000							\$0.00	
171	Yogurt, Strawberry Light, 6 ounce carton, 12/case, Must be SmartSnacks for schools compliant. Each portion(ready for serving) provides between 60 to 90 calories, maximum 0 grams saturated fat and a maximum 125 milligrams sodium.	Case=12 each	YOPLAIT	650000							\$0.00	
1112	Yogurt, Trix, Raspberry flavored, individual 4 OUNCE cups, LOW FAT, Made with cultured pasteurized milk. Must credit as 1 ounce of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 60 to 100 calories, maximum 0.5 grams saturated fat and a maximum 85 milligrams sodium.	Case=48 Each	YOPLAIT	17725000							\$0.00	
1917	Yogurt, Trix, Strawberry flavored, individual 4 OUNCE cups, LOW FAT, Made with cultured pasteurized milk. Must credit as 1 ounce of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 60-100 calories, maximum 0.5 grams saturated fat and a maximum 85 milligrams sodium.	Case=48 Each	YOPLAIT	17726000							\$0.00	
1229	Yogurt, Trix, Cherry flavored, individual 4 OUNCE cups, LOW FAT, Made with cultured pasteurized milk. Must credit as 1 ounce of meat/meat alternate in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 60 to 100 calories, maximum 0.5 grams saturated fat and a maximum 85 milligrams sodium.	Case=48 Each	YOPLAIT	31077000							\$0.00	
273	Yogurt, Parfait Pouch, Vanilla Yogurt, Vanilla, Lowfat, bulk pack (pouch or tub), Made with Grade A lowfat milk and no artificial sweetener. Each portion(ready for serving) provides between 120 to 170 calories, maximum 1 grams saturated fat and a maximum 110 milligrams sodium.	Case=24 pounds	YOPLAIT	16632000							\$0.00	

91	Yogurt, Peach, Light, 6 ounce carton, 12/case, Must be SmartSnacks for schools compliant. Each portion(ready for serving) provides between 60 to 90 calories, maximum 0 grams saturated fat and a maximum 125 milligrams sodium.	Case=12 each	YOPLAIT	655000								\$0.00	
54	Yogurt, Greek, Triple Zero, Strawberry flavored, 5.3 ounce carton/12/case, Each portion(ready for serving) provides between 90 to 120 calories, maximum 0 grams saturated fat and a maximum 100 milligrams sodium.	Case=12 each	DANNON	98431								\$0.00	
100	Breakfast, Bread, Waffle, Blueberry, Whole Grain Rich (all other grains enriched). individually wrapped, frozen, pre-baked, thaw and serve, minimum weight of 2 ounces per package, one package must credit as 2 ounces of grain in Child Nutrition Meal Pattern Requirements. Each portion(ready for serving) provides between 220 to 280 calories, maximum 5 grams saturated fat and a maximum 320 milligrams sodium.	Case=96 Each	Arlington Valley	00120								\$0.00	
75	Condiment, Margarine Spread. MARGARINE-TYPE SPREAD, PORTION PACK – PEEL OFF CUP, REFRIGERATED, minimum 5 grams, all vegetable, contains 70 percent vegetable oil, first ingredient by weight liquid and partially hydrogenated soybean oil. Each portion(ready for serving) provides between 15 to 35 calories, maximum 2 grams saturated fat and a maximum 55 milligrams sodium.	Case=900 package										\$0.00	
122	Entrée, Beef Crumbles, frozen, fully cooked ground beef. Each portion (2 ounces) must credit 2 ounces meat/meat alternative in the Child Nutrition Program requirements, Each portion(ready for serving) provides between 90 to 140 calories, maximum 5 grams saturated fat and a maximum 280 milligrams sodium	Case=2 package	Tyson	320400-20								\$0.00	
950	Vegetable, Potato, Seasoned, Wedge, Bakeable POTATO WEDGE, JO-JO STYLE, FULLY COOKED, FROZEN, with evenly browned crispy breading, oven ready. 5 wedges (approximately 3 ounces) must credit as... in Child Nutrition Program Requirements. Each portion(ready for serving) provides between 90 to 140 calories, maximum 2 grams saturated fat and a maximum 180 milligrams sodium	Case=6 bag	McCain	1000000496								\$0.00	
375	Onion Ring, Breaded, Whole Grain Rich (all other grains enriched), frozen, fully cooked, Serving - 5 rings must credit as one grain in Child Nutrition Program Requirements. Each portion(ready for serving) provides between 180 to 230 calories, maximum 3 grams saturated fat and a maximum 300 milligrams sodium.	Case=6 bag	Tasty Brands	33504								\$0.00	
										\$0.00	\$0.00	\$0.00	Totals

ATTACHMENT D
Certification– Lower Tier Covered Transactions

**U. S. DEPARTMENT OF
AGRICULTURE**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is being presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contractor

Name and Title of Authorized Representative

Contractor Signature

Date

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion, continued**

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required to, check the Non-purchase List.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT E
Non-Domestic Product Statement

Product Name _____ includes _____ % U.S. Content.

The product is grown in _____.

Check next to the option below for why non-domestic product is being bid.

_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.

OR

_____ The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered:

\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit

\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit

Vendor

Name and Title of Authorized Representative

Vendor Signature

Date

ATTACHMENT F

STANDARD TERMS AND CONDITIONS/CONTRACTUAL PROVISIONS

Terms and conditions are requirements that are binding upon the selected vendor(s) and communicate Shawnee Mission School District's expectations of performance.

1. Shawnee Mission School District ("the District") reserves the right to accept or reject any and all proposals, to make a partial award, or to make a multiple vendor award, to accept or reject all or any part of any proposal, to waive any irregularities and to award items to best serve the interest of the District. This solicitation implies no obligation on the part of the District, nor does the District's silence imply an acceptance or rejection of any offer.
2. Each proposal must be completed on the District's proposal forms, or equivalent documentation provided by the vendor that provides the same required information.
3. **ANY APPLICABLE FREIGHT/SHIPPING/DELIVERY COSTS MUST BE NOTED IN THE PROPOSAL RESPONSE (see Attachment C).**
4. Alternate proposals will be considered only if the alternate properly meets specifications outlined in the proposal. (If the RFP specifies no substitutes, alternates will not be considered.)
5. Cash discounts and delivery timeframes may be considered in awarding a contract.
6. Deliveries shall be F.O.B. SMSD, stated location, freight prepaid. Title does not transfer to the District until received at same.
7. Prices quoted shall remain firm for 90 days or until vendor's offer is accepted, whichever is first, by District. Any deviation must be conspicuously notated within this document. Acceptance shall be in the form of a District purchase order or other formal written contract. Prices beyond acceptance of vendor's offer shall be conditional on any additional terms, conditions and/or specifications as set forth herein.
8. Prices quoted are to be free of all federal, state and local taxes unless otherwise imposed by a governmental body and applicable to the material on the RFP.
9. The vendor represents that the price or prices specified do not exceed the vendor's current selling prices for the same or substantially similar items to any other purchaser, taking into account the quantity and/or service under consideration.
10. Any catalog, brand name or manufacturer's reference used herein is intended to be descriptive and not restrictive. Offers on any reputable manufacturers regularly produced product which is similar and substantially equivalent will be considered. The District reserves the right to make final decisions as to comparable items. Vendor should be very certain that items upon which it bids, and delivers are EQUAL to items listed. Materials, which are not equal, shall be returned to the supplier at supplier's request and expense.

11. When submitting a substitute article as equal, the full name and illustrated description must be given. The District's Board of Education and/or the District administration reserves the right to decide upon its suitability for the intended use and if it is of equal quality. Upon request, samples of substitute articles must be submitted. All substitutions after award of a contract must be approved by the District prior to shipping.
12. The District reserves the right to make minor increases or decreases in quantities to be purchased, at the time of acceptance and subsequent thereto.
13. Date of receipt will be considered the effective date all goods and invoices are received.
14. Deliveries under the terms of this RFP will be in accordance with the dates indicated, therein, except where no date is indicated, the selected vendor(s) will enter the earliest assured date. It is understood and agreed that the delivery date and/or date of installation AFTER receipt of a purchase order is the selected vendor's best offer. In its acceptance of any offer, the District is relying on the promised delivery date and/or installation of material and unless otherwise indicated. In the event of the selected vendor(s)'s failure to deliver as and when promised, the District reserves the right to cancel its accepting order, or any part thereof, and the selected vendor(s) agrees that the District may return all or part of any shipment so made, and may charge seller with any loss or expense sustained as a result of such a failure to deliver as promised. All goods are subject to inspection and return at the vendor's request and expense if found to be inferior to those specified or promised.
15. The District shall not be responsible for any goods delivered or services performed without its purchase order signed by an authorized representative of the Purchasing Department.
16. All items will be new and unused, unless otherwise specified by the District, and in first class condition.
17. In the event that this purchase requires performance of services by the selected vendor(s)'s employees, or persons under contract to the selected vendor(s), to be done on District's property, the selected vendor(s) agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the District.
18. All shipments and/or correspondence (i.e. cartons, packages, invoices, etc.) must bear the appropriate District-issued purchase order number on the outside.
19. The selected vendor(s) shall not limit or exclude any implied warranties and any attempt to do so shall render the resulting contract void at the option of the District. The selected vendor(s) warrants that the goods or services furnished will conform to the specifications, drawings and descriptions as presented in the RFP.
20. The selected vendor(s) shall provide the standard patent infringement indemnity clause which shall hold and save the District's Board of Education and its officers, agents, servants, and employees, harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or use, in the performance of the contract, including its use by the District's Board of Education.

21. All items furnished must be of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to our inspection and approval at any time within thirty days after delivery. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
22. All items must be properly packed or crated to insure delivery in good condition and in accordance with instructions listed on the face of the request for bid or purchase order, if any.
23. Rejected items will be held at the selected vendor(s)'s risk and expense. No replacement of defective items shall be made by the selected vendor(s) unless agreed to by a District representative in writing.
24. Payment of the vendor(s)'s invoices is subject to adjustment for any shortage, or for rejection of any item or items. Individual invoices must be issued for each shipment applying against a purchase order.
25. Contracts entered into on the basis of submitted proposals are revocable if contrary to law.
26. When a bid bond is required, bid bonds shall be written by a surety or bonding company licensed to operate in the State of Kansas and approved by the District. All bid bonds must be made payable to Shawnee Mission Public Schools - NOT THE STATE OF KANSAS. Cashier checks and certified checks should be made payable to "Shawnee Mission U.S.D. #512."
27. Each contractor shall be responsible for providing his/her own worker's compensation and liability insurance coverage and for assuring that any sub-contractor performing services as part of this contract, under their auspices, shall be covered under their own worker's compensation and liability insurance coverage, or that of the contractor.
28. If proposal is accepted, the District must be supplied with the vendor's employer identification number or social security number, per IRS regulations.
29. Samples, when requested, shall be furnished within 7 calendar days of the request at no expense to the District. If not destroyed during examination, samples will be returned at vendor's request and expense.
30. The laws of the State of Kansas shall govern any contract resulting from this RFP.
31. Unless otherwise specified herein, payment shall be made within 30 days after District's receipt of goods or services and receipt of an accurate invoice indicating the actual amount owed by the district.
34. Contractor and Vendor Code of Conduct:

Shawnee Mission School District requests that all contractor and vendor employees conduct themselves in an acceptable manner while performing work on school district property. The following items are prohibited on school district properties:

- A. Physical or verbal contact with students or non-designated staff.

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- B. All school district properties are tobacco free. All tobacco, including smokeless tobacco, is prohibited. There are no designated areas for tobacco use. Contractors are required to post no tobacco signs. Smoking will not be permitted inside private vehicles which are on school district property. Workers may be required to sign a consent form acknowledging no tobacco use on the property. Violators may be required to leave the work site.
- C. Drugs and/or alcohol consumed or present on district properties.
- D. Firearms and hunting items.
- E. Foul or abusive language.

Additionally, all workers shall wear appropriate clothing on all parts of the body. All workers shall utilize areas for vehicle access and parking, material storage, etc. All workers shall wear nametags identifying their name and the name of the company they are representing.

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.