

April 15, 2024

**INVITATION TO BID FOR BEVERAGE PRODUCTS  
2024-2025 SCHOOL YEAR  
WITH RENEWAL OPTION**

Papillion La Vista Community Schools request bid pricing for beverage products for the 2024-2025 school year for the school cafeterias. Should you have questions concerning this bid, please contact Julie Denker, Director of Food Service, phone 402-537-6250.

The Beverage Bid Conditions lists the schools to which deliveries will be made. Deliveries are to be F.O.B. to those locations. Please note the quantity listed is an annual usage based on best estimates and is not intended to be a maximum or minimum.

This bid will be awarded to a single vendor. Contracts established as a result of this proposal shall not be transferred or assigned to a second vendor without prior written consent of Papillion La Vista Community Schools.

The successful Bidder shall save and hold harmless the School District from any liability or legal expenses involved in patent infringement suits, copyright infringements, or negligence in performance of work as outlined in specifications or any other such action which may develop in connection with the furnishing of materials to complete the contract. The Vendor shall be held entirely responsible for any and all damage to adjacent property, accidents or injuries to employees and the public by reason of work included in these specifications or plans.

Mail sealed bid marked '**Beverage Bid**' to Julie Denker, Director of Food Service, 420 S. Washington Street, Papillion, NE 68046 on or before Tuesday, May 7, 2024 at 1:00 p.m. at which time an opening will be held in the Administrative Office Conference Room.

On behalf of Papillion La Vista Community Schools, I thank you for consideration of this bid invitation.

Sincerely,



Julie Denker  
Director of Food Services

**PAPILLION LA VISTA COMMUNITY SCHOOLS  
FOOD SERVICE  
BEVERAGE BID CONDITIONS**

**1. BID PERIOD/PRICES**

The bid will be in effect from of August 8, 2024 to May 23, 2025. All prices submitted must be held firm for this time period.

**2. BID AWARD**

Bids will be awarded on an ‘all or none’ basis to one vendor. Pricing as well as the availability of a broad product line will be considered in the award of the bid. Special consideration will be given to pricing of high use items.

**3. RENEWAL OPTION**

This bid proposal is renewable, without issuing an additional bid request, upon consent of both owner and vendor for up to two additional terms, through May 31, 2027.

**4. PRICE ADJUSTMENT DURING RENEWAL PERIODS**

The vendor may submit a request for a price adjustment by May 15 of each year to be applied to purchases the following school year (August through May). This request must be submitted in writing. The School District reserves the right to review vendor-supplied documentation in support of the price adjustment and to issue a new Invitation for Bids to qualified vendors if desired. Failure to submit a request for a price adjustment by May 15 will constitute an agreement to hold current pricing firm for the following school year (August through May).

**5. DELIVERY LOCATIONS AND SCHEDULE**

Prices must include delivery to the following schools. Weekly delivery is required at Middle Schools. Twice weekly delivery is required at Senior High Schools. Delivery times are to be coordinated with the Kitchen Managers at each school. Delivery drivers must be bonded by the vendor.

La Vista Middle School  
7910 Edgewood Blvd., La Vista

Papillion Middle School  
423 S. Washington, Papillion

Liberty Middle School  
10820 Wittmus Drive, Papillion

Papillion-La Vista Senior High  
402 E. Centennial Road, Papillion

Papillion – La Vista South High  
10799 Highway 370, Papillion

## **6. CANCELLATION OF SCHOOL**

No deliveries will be taken when school is cancelled due to snow or other reasons. Vendors will be contacted about re-scheduling the delivery on another day. Adjustments to orders may be required when school is cancelled.

## **7. DELIVERY CONDITION OF FOOD**

Vendors agree to comply with all local and state standards of sanitation in their operations. The district reserves the right to inspect the vendor's operating facilities at any time. All items are to be delivered in clean, pest-free vehicles. Refrigerated foods are to be stored and delivered at the appropriate temperature. The district reserves the right to refuse or return items which are leaking, show evidence of temperature abuse or are damaged in any way. The district will be inspecting delivery trucks and products on delivery as outlined in the district HACCP plan. Vendor agrees to cooperate with such inspections and make necessary corrections because of them.

## **8. QUALITY**

The determination of quality or acceptability of products offered will be made by the School District.

## **9. SUBSTITUTIONS**

The School District will not accept product substitutions on delivery after the bid has been awarded unless the substitutions have received prior approval from the School District. Unauthorized substitutions may be grounds for termination of the contract and may jeopardize any future business with the School District.

## **10. INVOICES**

An invoice must be furnished with each delivery listing product name, item number, quantity delivered, unit price, total price by item and invoice total.

## **11. PRICING ERRORS**

It is the responsibility of the vendor to make sure that invoice pricing is consistent with bid pricing. The School District reserves the right to pay invoices with pricing errors short in accordance with bid pricing or to hold invoices for payment until a written credit memo is received. All credit memos should be mailed to the attention of the Director of Food Service, Papillion La Vista Community Schools, 420 South Washington, Papillion, NE 68046. Sending credit memos directly to schools will delay payment of invoices to which they relate.

## **12. PAYMENT**

Payment is made from invoices or weekly statements for items received by the 25th of a calendar month following approval from the Papillion La Vista Community Schools Board of Education which is usually by the 15th of the following month.

### **13. COMPLETION OF BID PRICE SHEET**

**All items bid must be compliant with the USDA Smart Snacks Guidelines.** Vendors must complete and sign the enclosed Bid Price Sheet for Beverages, listing all beverages offered by category.

**CATEGORY 1:** 100% JUICE, 12 OZ OR LESS

**CATEGORY 2:** PLAIN WATER, ½ LITER

**CATEGORY 3:** PLAIN WATER, 20 OZ

**CATEGORY 4:** OTHER WATERS, CALORIE FREE, INCLUDING CARBONATED, FLAVORED, ADDED MINERALS

**CATEGORY 5:** OTHER BEVERAGES, INCLUDING SPORTS DRINKS AND TEA

**CATEGORY 6:** DIET POP

**If you are unsure of the category under which to list a product, please call for assistance prior to submission of the bid.** If you would like the form e-mailed to you as an Excel spreadsheet, please send a request to [julie.denker@plcschools.org](mailto:julie.denker@plcschools.org). Submission of bid letters/lists in lieu of the completed bid sheet may be cause for disqualification of a bid.

### **14. SAMPLES**

The Director of Food Service reserves the right to call for samples of bid items to ascertain whether a given product is acceptable. All such samples should be submitted to the Director of Food Service at the specific time and place agreed to with the vendor.

### **15. PRODUCT AND NUTRITIONAL INFORMATION**

Vendors must submit a product label for each item and flavor along with their bid. Label must include product name and code number, and a nutrition facts label including ingredient list and allergen information.

## GENERAL BID CONDITIONS

### **SUBMISSION OF BIDS**

Bids must be submitted in a sealed envelope, with the bid name and due date noted on the lower left-hand corner of the envelope. Bids that arrive late will not be accepted. It is the vendor's responsibility to ensure that bids are received prior to the bid opening.

### **TAX EXEMPT STATUS**

The Papillion La Vista School District is a tax-exempt organization (05-0601969). Vendors are not to include any local or state sales taxes in their bid prices.

### **FEDERAL EXCISE TAX**

Papillion La Vista Community Schools, a governmental subdivision, is exempt from the payment of Federal excise tax. Bidders should exclude excise tax on all taxable items in their bid submissions. A Federal Excise Tax Certificate will be furnished for all taxable items. Please indicate on your bid the items requiring the exemption certificate.

### **BUY AMERICAN PROVISION-COMPLETION OF DOCUMENTS REQUIRED**

Vendors are required to bid foods of domestic origin to the maximum extent practical. To qualify, a food item must be grown in the United States or, in the case of a processed food item, over 51% of the final processed product must consist of agricultural commodities that were grown domestically. See attached Buy American Bid Process and Required Documentation. Vendors must complete the Buy American Verification Form for each item bid. Food service equipment, paper products and packaging are excluded from this provision.

### **DEBARMENT CERTIFICATION-COMPLETION OF DOCUMENT REQUIRED**

Vendors must submit a completed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions form with their bid. Refer to attached form and instructions.

### **CERTIFICATION REGARDING LOBBYING-COMPLETION OF DOCUMENT REQUIRED**

Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Refer to the form included.

### **EQUAL OPPORTUNITY**

Papillion La Vista Community Schools is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants and does not discriminate against any employee or applicant for employment, and/or any contractor or subcontractor by reason of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity or funded by the USDA. Vendor agrees, by signing this Proposal, to actively continue and implement this policy throughout any awarded project or contract.

## **CIVIL RIGHTS**

The successful bidder agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulations of the Department of Education (34 C.F.R. Part 100) issued pursuant to the title, to the end that, in accordance with Title VI of that Act and Regulation, no person in the United States shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Papillion La Vista Community Schools receives federal financial assistance from the department; and hereby gives assurance that the successful bidder will take any measures necessary to effectuate this agreement. The successful bidder further agrees to comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment.

## **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

As required by 2 C.F.R. 200.321, it is the intent of Papillion La Vista Community Schools to provide the maximum practical opportunities in its solicitations to small businesses, minority firms, women's enterprises, and labor surplus area firms.

## **LAWS AND REGULATIONS**

The selected Vendor and all employees, agents or independent contractors shall be at all times be fully licensed and authorized under all state and federal law to provide the contracted products/services and shall all at all times comply with rules and regulations when providing contracted products/services. The selected Vendor shall also comply with all Papillion La Vista Community Schools policies, rules, regulations, practices, directives, and procedures applicable to any of the contracted products/services.

## **EXCLUSION OF PERSONS WITH CRIMINAL RECORDS**

Papillion La Vista Community Schools requires that firms agree to not assign any individual or agent to any work on an awarded project, requiring work on a PLCS school site, with a criminal record of a serious nature as defined by PLCS policy, regulations, practices or directives, including but not limited to any of the following: (a) a felony; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery; (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness.

The Vendor shall certify that it shall not assign any individual or agent to work on any PLCS property with a criminal record of a serious nature as defined by PLCS policy, regulations, practices or directives. Vendor authorizes and gives consent and agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement; to actively continue and implement this policy throughout the contract period and to require implementation of this policy by any subcontractors and/or agents involved by the Vendor in the performance of the contract. Vendor authorizes and gives consent and agrees to cooperate in obtaining any additional background check authorization or consent necessary to assure compliance with this requirement.

**ASSURANCE OF NON-COLLUSION**

The bidder's submission of its bid response is the bidder's representation and guarantee to the Papillion La Vista School District that the prices quoted have been arrived at without collusion with any other eligible bidders and without an attempt to preclude Papillion La Vista School District from obtaining the lowest possible competitive price, influencing the prices quoted by any other eligible bidder or discouraging other potential bidders from bidding.

**ASSIGNMENT OF CONTRACT**

Successful bidder shall not assign the contract to another vendor without prior consent of the School District.

**SUBCONTRACTING**

If the vendor intends to subcontract any part of the contract or services, it is the vendor's responsibility to supervise the subcontractor's performance and to ensure that the subcontractor meets all bid requirements. Failure to do so may result in termination of the bid.

**FAILURE TO PERFORM**

In the event the successful bidder fails to perform in good faith or in accordance with the terms and conditions of this bid, the bid shall be terminated, and the School District may award the bid to another vendor.

**OWNER'S RIGHTS**

The School District reserves the right to accept or reject any or all bids and any part thereof and to waive all technicalities. Awards will be made in the best interest of the District.

## **Buy American Bid Process and Required Documentation**

### **The Buy American provision (7 CFR Part 210.21 (d)) of the National School Lunch Act.**

All vendors will be required to follow the procedure outlined herein to ensure that only foods that contain 51%, or greater, U.S. agricultural products are provided for use in meals served by Papillion La Vista Community Schools.

A Domestic Commodity or Product is:

- An agricultural commodity that is produced in the United States or its territories.
- A food product that is processed in the United States using substantial agricultural commodities in which over 51% of the final processed product consists of agricultural commodities that were grown domestically. (United States territories where agriculture products are allowed to be grown include: Guam, American Samoa, Virgin Islands, Puerto Rico and the Northern Mariana Islands.)

### **PRIOR TO BID AWARDS**

1. Bidders must submit the attached *Verification Form to Support USDA Buy American Requirements* for each food product for which a quote will be submitted. The form(s) must be completed and returned to Sue Sucha, Director of Food Service, prior to the bid opening.
2. Bidders may submit a request to bid a non-domestic product prior to submitting the bid by completing the appropriate section of the *Verification Form to Support USDA Buy American Requirements*. The request along with appropriate documentation must be submitted and approved by Sue Sucha, Director of Food Service, prior to the bid due date. The following are the primary reasons why an exception may be requested:
  - a. The product is not produced or manufactured in the U.S in sufficient reasonable and available quantities of a satisfactory quality, or
  - b. Competitive proposals reveal the cost of a U.S. product is significantly higher than the cost of a non-domestic product.
3. Prior to approving an exception Papillion La Vista Community Schools must consider whether there are other domestic sources for the product; if there is a domestic product that could be easily substituted; and whether bids for the product are being solicited at the best time of year.
4. Failure to complete and return the Buy American verification form, or to request an exception prior to the bid due date may disqualify the product bid.



## **POST BID AWARD**

1. Successful vendors are expected to provide the domestic products they were awarded throughout the bid period.
2. Vendors may request that Papillion La Vista Community Schools grant an exception to allow substitution of a non-domestic product during the bid period if documentation related to reason a. or b. above is provided.
3. All documentation related to seeking an exception must be submitted and approved by Papillion La Vista Community Schools PRIOR to shipment of any product to school sites.
4. Any non-domestic product delivered to a site without the prior written approval from Papillion La Vista Community Schools shall be rejected at the vendor/distributor's expense.
5. Local School Food Service Managers will conduct periodic reviews of all storage facilities, freezers, refrigerators, dry storage, and warehouses, including during the monthly inventory process and routine visits by District Food Service administrators, to monitor compliance with the Buy American requirement.  
\*Only products receiving a prior exception should be found in storage facilities, freezers, refrigerators, dry storage, and warehouses.

**Verification Form to Support USDA Buy American Requirements**

**To be considered for an award from this solicitation, vendors must certify the percentage of U.S. agricultural product content in products to be supplied to Papillion La Vista Community Schools. If you are unable or unwilling to make such certification, Papillion La Vista Community Schools reserves the right to disqualify the product bid.**

\_\_\_\_\_ certifies that our  
Vendor/Distributor/Company Name

\_\_\_\_\_ has/have at least 51% U.S. agricultural products  
content.

List complete product name including brand

**OR**

\_\_\_\_\_ is requesting an exception to the Buy American  
requirement

Vendor/Distributor/Company Name

for the following product \_\_\_\_\_ because:

List complete product name including brand

**Check one**

- a. \_\_\_ The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; or
- b. \_\_\_ Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

**SATISFACTORY DOCUMENTATION FROM THE MANUFACTURER MUST BE ATTACHED.**

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Position*

\_\_\_\_\_  
*Date*

**Return to: Julie Denker, Director of Food Service, Papillion La Vista Community Schools  
420 South Washington St, Papillion, NE 68046**

**Certification Regarding Debarment, Suspension, Ineligibility  
And Voluntary Exclusion – Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR 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  
ON THE FOLLOWING PAGE)**

- (1) The prospective lower tier participation certifies, by submission of this proposal, that neither it nor its principals is 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 each attach an explanation to this proposal.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Name and Title of Authorized Company Representative**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

### Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this 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 which 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,” “debarred,” “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 rules implementing Executive Order 12549. You may contact the person to which 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 Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it 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 determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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 5 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.

**CERTIFICATION REGARDING LOBBYING**

The undersigned, on behalf of the Vendor, certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Vendor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: \_\_\_\_\_

Vendor: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_