| SHAWNEE MISSION SCHOOL DISTRICT | |
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| Return sealed envelope/package to:<br><br>Shawnee Mission School District<br>Purchasing Department<br>8200 W. 71st Street<br>Shawnee Mission, Kansas 66204<br><br>**ATTN: Reed Beebe** | DATE: March 3, 2025 RFP NO. 25-003<br><br>BID TITLE: **Milk Products**<br><br>Proposals will be accepted until:<br><br>Date: **March 31, 2025**<br><br>Day: **Monday**<br><br>Time: **3:00 p.m. (local time)**<br><br>**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 **Milk Products** and related delivery services per the following terms, conditions, and specifications.

The District desires a multi-year contract for milk products, structured as follows: an initial contract term to run from August 1, 2025 through July 31, 2026, 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

All questions concerning this RFP must be received no later than Thursday**, March 13, 2025 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.)**
**https://www.smsd.org/about/departments/purchasing-bidding/bids-bid-summaries**

## 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 2024-2025 fiscal year.

## Method of Selection:

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**: Experience, Expertise and Capabilities; Service Approach; Nutritional Value of Products; and Cost/Charges.**

Available points for these respective criteria will be assigned as follows, for a maximum total of 100 evaluation points:

- **Experience, Expertise, and Capabilities –** 35 points;
- **Service Approach –** 10 points;
- **Nutritional Value of Products –** 5 points [**NOTE:** While the District intends to score products meeting the RFP's listed nutritional values (or equivalent), a Proposer's inability to meet the listed milk product nutritional standards (or equivalent) may result in disqualification from consideration. Determination of whether proposed equivalent nutritional values meet District needs shall be at the sole discretion of the District.]
- **Cost/Charges –** 50 points

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.

## Confidentiality of Information:

The District is a state agency, and information submitted to the District in response to District solicitations for product or service information is generally a public record. Accordingly, no response shall restrict the District's ability to produce the solicitation response and/or any corresponding documents in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 *et seq*.)

## 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 one (1) print copy of your proposal, **along with a thumb drive containing a digital copy of the proposal** ,following the process outlined below. **The proposal must be received by the District on or before 3:00 p.m. (local time) March 31, 2025**. Send proposals to the following address:

Shawnee Mission School District
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 **("25-003"),** the proposal due date (currently, **March 31, 2025**), and time (currently, **3:00 p.m. local time**).

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, subject to the Kansas Open Records Act (K.S.A. 45-215 *et seq*.)

# SPECIFICATIONS

## Scope of Proposal:

The District would like to contract with a vendor(s) to furnish and deliver milk products. The selected vendor(s) will be the exclusive milk vendor for the District's food service program, with the exception of occasional, incidental purchases that may arise. An outline of desired items, services, delivery locations, and requirements is provided in **Attachment A**.

## Contract Term:

The term of any awarded contract will run from August 1, 2025 through July 31, 2026, with the right of renewal for up to four (4) additional years, for a total potential contract term of five (5) years.

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).

## 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.

## Subsequent Goods:

Any subsequent goods, or substitute goods to replace specified products, added to the contract during the course of a contract term will be included 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 total net costs to the District as a result of such product changes will be limited to 10% of the estimated value of the contract.

## Delivery Dates:

This RFP lists current delivery dates for milk products in **Attachment C**. However, as outlined in **Attachment A, Section 16** ("Delivery Schedule"), due to menu changes, additional milk storage space will be available beginning in the 2025-2026 school year. Therefore, the number of deliveries may decrease to one delivery a week depending on each site's usage. In **Attachment C**, Proposers should indicate the number of day(s) it believes are needed to provide the District with the listed milk product quantities. Proposers are encouraged to provide a delivery schedule that maximizes value (lower costs, etc.) to the District.

## 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 proposal response form.

## Experience, Expertise, and Capabilities:

Proposer should provide a background of the firm's experience and qualifications. This should include a brief history of the firm, date founded, ownership and any subsidiary relationships. Also, list the types of services and products that the firm is able to provide. Please address the firm's ability to provide the desired products and services listed in Attachment A. Give examples of experience for similar products or services to other entities. In particular, if the firm has experience providing the desired products and services to other school districts, please note this information.

## Service Approach:

Proposer should submit a clear, concise response regarding how your firm will accomplish the scope of services that reflects your understanding of the District's requirements as described in Attachment A. Include information about the timeframe needed, and your firm's ability, to provide the desired services and products desired by the District. This response should demonstrate an understanding of the District's needs as outlined in the RFP.

## Costs/Charges:

Submit a detailed breakdown of all costs and charges in providing the desired products and/or services (or equivalent) as listed in Attachment A, in the format of **Attachment C**. The District relies on the Proposer to assure that all charges to provide the desired products and/or services (or equivalent) are submitted in the proposal, and that there are no hidden costs are charges that will be incurred.

## 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 service approach and experience, expertise, and capabilities.

## 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 service approach. 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, and Other Responsibility Matters Primary Covered Transactions "** document (**Attachment D – USDA Form AD-1047**) along with its proposal.

## Nutrient Information Submission:

Proposer's authorized representative must provide photocopies of nutrition labels of the cartons of all products must be included in bid. This information will be considered by the District in evaluation of a Proposer's nutritional value of products.

## Copy of Kansas Dairy Distributor License Inspection:

Proposer shall provide a copy of Kansas Dairy Distributor License

## References:

Proposer should submit information regarding three (3) comparable projects that that the Proposer completed as prime contractor with the last five (5) years. The projects should indicate the start and completion dates, and the products and services provided. The provided references may be used by the District in its Evaluation of a Proposer's experience, expertise, and capabilities.

## HACCP Compliance Plan:

Proposer must submit its HACCP (Hazard Analysis Critical Control Point) compliance plan.

## Buy American:

Proposers must complete and sign the "Attestation Statement for Buy American" in **Attachment E** and complete **Attachment G** as needed for non-domestic products.

# ATTACHMENT A

## DESIRED PRODUCTS, SERVICES, AND REQUIREMENTS

The District proposes to contract with a vendor to furnish and deliver milk 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 Period:** The term of any awarded contract will run from August 1, 2025 through July 31, 2026, with the right of renewal for up to four (4) additional years, for a total potential contract term of five (5) years. 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).

3. **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.

4. **Contract Implementation:** Deliveries to the District shall begin the week of August 4, 2025. 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. **Product Specification:**
   - Fluid milk shall be manufactured and packaged as defined in the state regulations governing the production and sale of milk and milk products as published by the State Department of Agriculture.
   - Milk shall be Grade A, pasteurized, homogenized, and vitamin fortified.

- ½ pint cartons or ½ pint plastic – packaging must be easy to open and each container must be code dated or dated at time of packaging. All alternative containers must be declared by Proposer within response.
- Code date must not be less than eight(8) days from the date of delivery
- Required: Unflavored – White and Flavored - Chocolate and Strawberry – Proposer can indicate if additional flavors are available
- Skim or 1% milk in unflavored and flavored. Proposer must indicate fat level within Attachment C.
- Flavored milk – whether it is skim or 1% - can contain no more than 10 grams of added sugar per 8 fluid ounces
- Fluid Milk shall be delivered at a temperature of 40°F or less. Any milk delivered above 40°F may be rejected.

6. **Nutritional Information:** Photocopies of nutrition labels of the cartons of all products must be included in bid.

7. **Quality Assurance:** The successful bidder 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. The percentage (%) of milk fat contained in the milk and percentage (%) stated on the carton must be the same.

8. **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.

9. **Name Branding:** The selected vendor(s) shall provide promotional material to the District to help in promoting the product in each school.

10. **Pricing:**

**Milk – RFP Pricing**

If submitting a proposal using an escalator/de-escalator clause for either milk and/or fuel pricing, proposal must include a copy of the Central Federal Milk Order #32 Class 1 Skim and Class 1 Butterfat in effect when the pricing on the proposal was calculated and the formula used to calculate the fluctuations in the prices of milk. Since the proposals open in March, District would expect the pricing to be based on the March Index. In addition, for any proposed fuel escalator/de-escalator clause, a US Energy Information Administration Independent Statistics and Analysis Weekly Retail Gasoline and Diesel Prices Index and the formula used to calculate the fluctuations in the prices of milk due to fuel must be included.

**Milk – After Award**

After award, prices for fluid milk can escalate de-escalate monthly in accordance with the Central Federal Milk Order #32 Class 1 Skim and Class 1 Butterfat Prices. For any proposed milk escalator/de-escalator clause, proposer must provide (scan

and attach in the ”response attachments” section of their bid response) a copy of the Central Federal Milk Order #32 Class 1 Skim and Class 1 Butterfat in effect when the bid price was submitted. Adjustments in prices will be based on the index provided. Proposer must provide (scan and attach in the ”response attachments” section of their response) the formula used to calculate the fluctuations in the prices of milk.

For any proposed fuel escalator/de-escalator clause, the US Energy Information Administration Independent Statistics and Analysis Weekly Retail Gasoline and Diesel Prices Index, in effect when the bid price was submitted, must be provided (proposer must scan and attach in the ”response attachments” section of their bid response.) Adjustments in prices will be based on the index provided. Proposer must provide (scan and attach in the ”response attachments” section of their bid response) the formula used to calculate the fluctuations in the prices of milk.

Selected vendor(s) must announce monthly, any changes (up or down) in price, to District – specifically the Food Service Director and Food Expeditor. District reserves the right to ask for the documentation and formula used to calculate the new price.

11. **Loss of Revenue:** If the selected vendor(s) fails to deliver fluid milk at anytime resulting in milk 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 milk was not available. Free reimbursement rate will vary depending on whether milk was not available for breakfast or lunch.

12. **Usage Estimates:** The estimated quantities provided in **Attachment C** are based upon the 2024-2025 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.

13. **Method of Ordering**: Par levels will be established for each school. The District’s expectation is that the selected vendor(s) will have stock on hand available to fulfill the par each delivery. As necessary the district will update these par levels and communicate with the vendor. All products must be picked up the last day of school preceding a vacation or a credit given for product left but not used.

14. **Order Size:** There shall be no extra charge to the district for any delivery regardless of case count or dollar value of the order. There also shall not be an extra charge for any delivery made outside the specified schedule. The district will monitor any chronic deterioration in the order delivery schedule and act upon the problem.

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

enclosed in Section 32. The products shall be maintained at 40 degrees or below throughout the staging, loading, transport and delivery. The milk must be delivered in cleanly washed cases. No products are to be placed where they are accessible to animals or any other unsanitary conditions. Soiled, frozen, damaged, or partially filled cartons will not be accepted. Leaking cartons will be returned to vendor without charge.

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 bidder's driver shall deliver and off load all products to the specified area(s) placing the product inside a cooler or refrigerator inside of each school using a 2 wheel dolly. The vendor shall provide any equipment needed to complete this process.

Current inventory must be rotated to ensure first in first out (FIFO) before the new product is delivered. All items with past expiration dates must be picked up and a credit given on the delivery ticket.

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.

16. **Delivery Schedule**: Current delivery day information is in Section 32 ("List of Schools to Receive Deliveries") for reference regarding the District's current delivery schedule. Due to a change in menu, additional milk storage space will be available starting with the 2025-26 school year. Therefore, the number of deliveries may be able to decrease to one delivery a week depending on each site's usage. Proposer will need to indicate in **Attachment C** the number of deliveries they anticipate making per site and anticipated delivery day. A school calendar will be provided to the selected vendor(s). This calendar indicates all non-school days**.** During certain times of the year, deliveries can be made on non-school days if custodial staff is working. Arrangements need to be made via the Director of Food Service or representative. Deliveries will begin the week of August 4, 2025 and continue through the week ending May 22, 2025. 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 Director of Food Service will communicate with the vendor as potentially all deliveries will be postponed and/or cancelled.

17. **Damaged and/or Late Deliveries:** The District has no obligation to accept damaged shipments and reserves the right to return, at the vendor's expense, damaged merchandise, 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 to the District. The selected vendor(s) is responsible to notify the District's Food Service Office of any late deliveries.

18. **Delivery Failure:** If the selected vendor(s) fails to deliver an order, the selected vendor(s) will take corrective action either by making a special delivery to the District or by arranging for delivery by another vendor. If the failure to deliver causes a loss of revenue due to the fact that meals are not reimbursable without fluid milk being offered, the selected vendor(s) will be expected to credit the District's account using the formula Free reimbursement rate times the number meals that were offered milk.

19. **Emergency Orders and Deliveries:** The selected vendor(s) shall be able to respond to emergency orders/needed deliveries as they arise due to circumstances beyond the District's control, with the understanding that the District shall keep such emergency orders to a minimum.

20. **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.

21. **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.

22. **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.

20. **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 a copy of the 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.

21. **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.

22. **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).

23. **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).**

24. **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.

25. **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.

26. **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 thee required specification of the domestic product.

If the label has multiple countries listed on it, vendor must provide an attestation statement 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.

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

28. **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, 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.

29. **Service:** The selected vendor(s) will have an account representative assigned to the District accounts. The District feels it will be helpful if the person has some prior food service experience so they will be able to understand the District's needs. The District would expect to see this account representative on site as needed, and provide the following services:
    1. Timely communication with the District's Director of Food Service or other designee to discuss shortages and needed substitutions.
    2. Handle the District's complaints and concerns.
    3. Issue credit memos and arrange for return of any unacceptable products.
    4. Resolve any problems with the delivery schedule.
    5. Conduct research with the District's Director of Food Service or other designee for any product changes to better the District's needs.
    6. Maintain communication between the accounting department of the selected vendor(s) and the District to ensure all invoices are paid and credited properly. And if problems arise, address to the satisfaction of the District and the selected vendor(s).

7. Oversee the operation to help maintain a smooth and efficient relationship between the District and the selected vendor(s).

30. **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.

31. **Responsibilities of Selected Vendor(s):** The selected vendor(s) shall:
    a. Provide competent supervision of its employees.
    b. Take precautions necessary to protect person or property against injury that may occur as a result of their fault or negligence.
    c. Perform its work without unnecessarily interfering with the other work in progress or school activities.
    d. Be responsible for any and all damage to existing facilities and equipment.
    e. Be responsible for work performed and materials delivered.
    f. All its drivers must follow the District's security procedures.

32. **List of Schools to Receive Deliveries**

| School | Address | Delivery Window & comments | Delivery Door Number |
|---|---|---|---|
| SM East | 7500 Mission Rd; PV, 66208-4298 | 6:00am-2pm Elevator delivery | Door 20 |
| Horizons | 5900 Lamar; Mission, 66202-3231 | 7:30am-1:30pm | Door 14 |
| SM North | 7401 Johnson Dr; OP, 66202-2394 | 6:00am-2pm | Door 47 |
| SM Northwest | 12701 W 67; SH, 66216-3599 | 6:30am-2pm Elevator delivery | Door 21 |
| SM South | 5800 W 107; OP, 66207-2599 | 6:00am-2pm | Door 20 |
| SM West | 8800 W 85; OP, 66212-3898 | 6:00am-2pm | Door 28 |
| Hocker Grove MS | 10400 Johnson Dr; SH, 66203-2895 | 6:30am-2:30pm | Door 17 |
| Indian Hills MS | 6400 Mission Rd; PV, 66208-1700 | 7:00am-3:00pm Avoid 8:15AM-9:15AM for delivery | Door 1 |
| Indian Woods MS | 9700 Woodson; OP, 66207-2800 | 6:30am-2:30pm | Door 5 |
| Trailridge MS | 7500 Quivira; LX, 66216-3597 | 6:30am-2:30pm | Door 18 |
| Westridge MS | 9300 Nieman Rd; OP, 66214-1833 | 6:30am-2:30pm | Door 17 |

| | | | |
|---|---|---|---|
| Apache | 8910 Goddard; OP, 66214-1998 | 7:00am-2pm | Door 8 |
| Arrowhead | 6601 Santa Fe Dr;OP, 66202-3925 | 8:00am-1:30pm | Door 23 |
| Belinder | 7230 Belinder; PV, 66208-3302 | 7:00am-2pm | Door 20 |
| Benninghoven | 6720 Caenen; SH, 66216-2486 | 7:00am-2pm | Door 8 |
| Bluejacket Flint | 11615 W 49 Terr; SH, 66203-1099 | 7:00am-2pm | Door 13 |
| Briarwood | 5300 W 86; PV, 66207-1799 | 7:00am-2pm | Door 5 |
| Broken Arrow | 5901 Alden; SH, 66216-3849 | 7:00am-2pm | Door 3 |
| Brookridge | 9920 Lowell; OP, 66212-3487 | 7:00am-2pm Avoid 7:30 – 8:30AM for delivery | Door 5 |
| Brookwood | 3411 W 103; LW, 66206-2597 | 7:00am-2pm No deliveries prior to 7:00AM per city code | Door 12 |
| Comanche | 8200 Grant; OP, 66212-3299 | 7:00am-2pm | Door 10 |
| Corinth | 8301 Mission Rd; PV, 66206-1388 | 7:00am-2pm | Door 6 |
| Crestview | 6101 Craig; ME, 66202-3037 | 7:00am-2pm | Door 11 |
| Diemer | 9600 Lamar; OP, 66207-2832 | 7:00am-2pm | Door 6 |
| East Antioch | 7342 Lowell; OP, 66204-1832 | 7:00am-2pm Avoid 7:30 – 8:30AM for delivery | Door 24 |
| Highlands | 6200 Roe; Mission, 66205-3052 | 7:00am-2pm | Door 10 |
| Lenexa Hills | 8650 Haven St, LX, 66219 | 7:00am-2pm | Door 6 |
| Marsh | 5642 Rosehill Rd; SH, 66216-1699 | 7:00am-2pm | Door 14 |
| McAuliffe | 15600 W 83; LX, 66219-1500 | 7:00am-2pm | Door 5 |
| Merriam Park | 6100 Mastin; ME, 66203-3283 | 7:00am-2pm | Door 9 |
| Mill Creek | 13951 W 79; LX, 66215-5300 | 7:00am-2pm | Door 5 |
| Nieman | 10917 W 67; SH, 66203-3898 | 7:00am-2pm | Door 7 |
| Oak Park Carpenter | 10000 Nieman Rd; OP, 66214-2500 | 7:00am-2pm | Door 11 |
| Overland Park | 8150 Santa Fe Dr; OP, 66204-3691 | 7:00am-2pm | Door 3 |
| Pawnee | 9501 W 91; OP, 66212-4738 | 7:00am-2pm | Door 3 |
| Prairie | 6642 Mission Rd; PV, 66208-1796 | 7:00am-2pm | Door 14 |
| Rising Star | 8600 Candlelight Ln; LX, 66215-6030 | 7:00am-2pm | Door 9 |
| Roesland | 4900 Parish Dr; RP, 66205-1370 | 7:00am-2pm | Door 11 |

| | | | |
|---|---|---|---|
| Rosehill | 9801 Rosehill Rd; LX, 66215-1499 | 7:00am-2pm | Door 12 |
| Rushton | 6001 W 51; MI, 66202-1699 | 7:00am-2pm | Door 16 |
| Santa Fe Trail | 7100 Lamar; OP, 66204-2199 | 7:00am-2pm | Door 9 |
| Shawanoe | 11230 W 75; SH, 66214-1203 | 7:00am-2pm | Door 7 |
| Sunflower | 8955 Loiret Blvd; LX, 66219-1427 | 7:00am-2pm | Door 12 |
| Tomahawk | 6301 W 78; OP, 66204-3199 | 7:00am-2pm | Door 5 |
| Trailwood | 5101 W 95; OP, 66207-3399 | 7:00am-2pm | Door 12 |
| Westwood View | 2511 W 50; WW, 66205-2031 | 7:00am-2pm | Door 4 |
| Shawnee Mission Early Childhood (old Broadmoor building) | 6701 W. 83rd, OP, 66204-3900 | 7:00am-2pm | |

**Proposers Check List:**

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

_____Completed and Signed Proposal Response Form (Attachment B)

_____Completed Cost/Charges and Proposed Delivery Schedule Form (Attachment C)

_____Completed/Signed Debarment/Suspension Certification (Attachment D)

_____Attestation statement for Buy American (Attachment E)

_____Copy of Nutrition Facts Labels from Cartons of all products

_____A copy of Kansas Dairy Distributor License

_____Copy of HACCP Plan

# ATTACHMENT B

## PROPOSAL RESPONSE FORM

***Please note that vendors may request a copy of this RFP in Word format by emailing purchasing@smsd.org. You may attach additional documentation or pages to address the information requested in this form.**

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 – Milk Products**, 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

| | |
|---|---|
| **EXPERIENCE, EXPERTISE, AND CAPABILITIES:** Please provide a background of the firm's experience and qualifications. This should include a brief history of the firm, date founded, ownership and any subsidiary relationships. Also, list the types of services and products that the firm is able to provide. Please address the firm's ability to provide the desired products and services listed in **Attachment A**. Give examples of experience for similar products or services to other entities. In particular, if the firm has experience providing the desired products and services to other school districts, please note this information. | |
| **SERVICE APPROACH:** Please provide a clear, concise response regarding how your firm will accomplish the scope of services that reflects your understanding of the District's requirements as described in **Attachment A.** Include information about the timeframe needed, and your firm's ability, to provide the desired services and products desired by the District. This response should demonstrate an understanding of the District's needs as outlined in the RFP. | |
| **COST/CHARGES:** Submit a detailed breakdown of all costs and charges in providing the desired products and/or services (or equivalent) as listed in **Attachment A**, in the format of **Attachment C**. The District relies on the Proposer to assure that all charges to provide the desired products and/or services (or equivalent) are submitted in the proposal, and that there are no hidden costs are charges that will be incurred. | **(Please use Attachment C, or submit information in equivalent format)** |

| | |
|---|---|
| **PERSONNEL:** Please 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 service approach and experience, expertise, and capabilities. | |
| **SUBCONTRACTORS:** Please note if your firm intends to use subcontractors to provide products and services to the District, and how these contractors would be utilized. Subcontractors, if any, will be the responsibility of your firm. The District may consider this information in evaluation of your firm's service approach. | |
| **REFERENCES** | |
| Reference #1 | |
| Reference #2 | |
| Reference #3 | |

# ATTACHMENT C

## COST/CHARGES (AND PROPOSED DELIVERY SCHEDULE) FORM

Please complete the following table; see **Attachment A** regarding milk product specifications and list of schools. The District relies on the Proposer to ensure that **all applicable costs are clearly identified in the RFP response**.

The cost per unit is to include all packaging, handling, delivery charges, and other applicable charges.

The quantities listed below represent a good faith estimate of the District's current needs, and do not commit the District to the purchase of a specific quantity.

For the Proposed Delivery Schedule table in this attachment, the current delivery schedule is listed. However, as outlined in **Attachment A, Section 16** ("Delivery Schedule"), due to menu changes, additional milk storage space will be available beginning in the 2025-2026 school year. Therefore, the number of deliveries may decrease to one delivery a week depending on each site's usage. In **Attachment C**, Proposers should indicate the number of day(s) it believes are needed to provide the District with the listed milk product quantities. Proposers are encouraged to provide a delivery schedule that maximizes value (lower costs, etc.) to the District.

| No. | Item | Fat Content | Estimated Annual Quantity | Firm Price/Each and total | Escalator Price/Each and total (if applicable) |
|---|---|---|---|---|---|
| 1. | **Milk – White** . | _____ | 328,000 each | $ _____each<br>$ _____ Total | $ _____each<br>$ _____ total |
| 2. | **Milk – Chocolate** | _____ | 1,409,000 each | $ _____each<br>$ _____ total | $ _____each<br>$ _____ total |
| 3. | **Milk – Strawberry** . | _____ | 309,000 each | $ _____each | $ _____each |

| | | | | | |
|---|---|---|---|---|---|
| | | | | $ _____ Total | $ _____ total |
| 4. | **Milk – Additional Flavors Available [NOTE: The District is asking for additional milk flavor information for informational purposes only; that is, any costs listed in this section will not be scored by the District to determine points for the "Costs/Charges" evaluation. However, a firms ability to offer a selection of additional milk flavors may positively impact the District's scoring of a firm's "Experience, Expertise, and Capabilities."]**<br><br>**Please do not include unit costs for additional flavors in your grand total below.** | _____ | | $ _____each<br><br>$ _____ Total | $ _____each<br><br>$ _____ total |
| | **GRAND TOTAL** | | | $_____ | $_____ |

**Please identify your firm's proposed number of delivery day(s) for each location, and the specific day(s) of the week that deliveries would occur.**

| School | ½ pint Chocolate Milk – Weekly Carton Amt | ½ pint Strawberry Milk – Weekly Carton Amt | ½ pint White Milk – Weekly Carton Amt | Current Delivery Day | Proposer's Proposed Number of Delivery Day(s) | Proposer's Proposed Delivery Day(s) |
|---|---|---|---|---|---|---|
| SM East | 500 | 200 | 200 | Friday Only | | |
| Horizons | 200 | 50 | 50 | Friday Only | | |
| SM North | 1500 | 750 | 400 | Mon & Wed | | |
| SM Northwest | 2500 | 550 | 450 | Mon & Wed | | |
| SM South | 1200 | 500 | 400 | Tues & Thursday | | |
| SM West | 1400 | 600 | 400 | Mon & Wed | | |
| Hocker Grove MS | 1200 | 600 | 450 | Mon & Wed | | |
| Indian Hills MS | 650 | 250 | 200 | Friday Only | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| Indian Woods MS | 1000 | 300 | 250 | Tues & Thursday | | |
| Trailridge MS | 1200 | 500 | 350 | Tues & Thursday | | |
| Westridge MS | 1500 | 700 | 450 | Tues & Thursday | | |
| Apache | 1200 | 650 | 500 | Tues & Thursday | | |
| Arrowhead | 100 | 50 | 50 | Friday Only | | |
| Belinder | 800 | 250 | 250 | Mon & Wed | | |
| Benninghoven | 1000 | 450 | 200 | Tues & Thursday | | |
| Bluejacket Flint | 650 | 350 | 250 | Tues & Thursday | | |
| Briarwood | 1000 | 250 | 250 | Mon & Wed | | |
| Broken Arrow | 600 | 350 | 300 | Friday Only | | |
| Brookridge | 1200 | 500 | 200 | Tues & Thursday | | |
| Brookwood | 650 | 250 | 250 | Tues & Thursday | | |
| Comanche | 1200 | 600 | 250 | Mon & Wed | | |
| Corinth | 700 | 250 | 250 | Mon & Wed | | |
| Crestview | 800 | 350 | 200 | Friday Only | | |
| Diemer | 1000 | 300 | 200 | Tues & Thursday | | |
| East Antioch | 650 | 350 | 200 | Tues & Thursday | | |
| Highlands | 450 | 250 | 200 | Mon & Wed | | |
| Lenexa Hills | 500 | 300 | 200 | Tues & Thursday | | |
| Marsh | 1250 | 450 | 300 | Mon & Wed | | |
| McAuliffe | 650 | 350 | 250 | Tues & Thursday | | |
| Merriam Park | 1150 | 450 | 250 | Mon & Wed | | |
| Mill Creek | 1200 | 400 | 350 | Tues & Thursday | | |
| Nieman | 1200 | 500 | 400 | Mon & Wed | | |
| Oak Park Carpenter | 850 | 250 | 350 | Tues & Thursday | | |
| Overland Park | 800 | 400 | 250 | Mon & Wed | | |
| Pawnee | 800 | 300 | 250 | Mon & Wed | | |
| Prairie | 400 | 150 | 150 | Friday Only | | |
| Rising Star | 1500 | 500 | 500 | Tues & Thursday | | |
| Roesland | 550 | 250 | 250 | Mon & Wed | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| Rosehill | 1000 | 500 | 250 | Tues & Thursday | | |
| Rushton | 800 | 350 | 250 | Mon & Wed | | |
| Santa Fe Trail | 750 | 300 | 150 | Mon & Wed | | |
| Shawanoe | 1500 | 700 | 350 | Mon & Wed | | |
| Sunflower | 1000 | 400 | 250 | Tues & Thursday | | |
| Tomahawk | 600 | 250 | 100 | Friday Only | | |
| Trailwood | 650 | 200 | 250 | Friday Only | | |
| Westwood View | 750 | 200 | 200 | Mon & Wed | | |
| Shawnee Mission Early Childhood (old Broadmoor building) | | | 300 | Friday Only | | |

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

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.*

***(Read instructions on page two before completing certification.)***

A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and
4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

| ORGANIZATION NAME | PR/AWARD NUMBER OR PROJECT NAME |
|---|---|
| | |

| NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) |
|---|
| |

| SIGNATURE | DATE |
|---|---|
| | |

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

## ***Instructions for Certification***

(1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant must submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation will disqualify such person from participation in this transaction.

(3) The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

(4) The prospective primary participant must provide immediate written notice to the Department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(5) 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 the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may 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 entering into this transaction.

(7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(8) 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 determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration’s System for Award Management Exclusions database.

(9) 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.

(10) Except for transactions authorized under paragraph (6) 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 may terminate this transaction for cause or default.

# ATTACHMENT E

## ATTESTATION STATEMENT FOR BUY AMERICAN

We hereby certify that the products listed below were processed in the United States of America and contains over 51% of its agricultural food component, by weight or volume, from the United State of America.

List of Products:

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

Vendor

Name and Title of Authorized Representative

Vendor Signature Date

**If Non-Domestic product is bid, Attachment G must be completed for each non-domestic product.**

# 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.

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 abrasive 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.

## CONTRACTUAL PROVISIONS ATTACHMENT

**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 Johnson County, Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Shawnee Mission School District (SMSD) may terminate this agreement at the end of its current fiscal year. SMSD agrees to give written notice of termination to contractor at least thirty (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 ninety (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 SMSD under the contract. SMSD 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 SMSD, title to any such equipment shall revert to contractor at the end of SMSD's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to SMSD 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 SMSD to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas and SMSD 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 Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (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 agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) contractor agrees all hiring must be on the basis of individual merit and qualifications.

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, including, but not limited to the signature of an authorized representative of SMSD, as defined in SMSD policy.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or SMSD have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and SMSD 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 SMSD 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 SMSD 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 SMSD 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 it 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 State of Kansas 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 and SMSD 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 SMSD or 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.

14. **Privacy of Student Records.** The contractor understands that SMSD is subject to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (FERPA) and agrees to handle any student education records it receives pursuant to the contract in a manner that enables SMSD to be compliant with FERPA and its regulations. The contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the parent's/guardian's written consent, except to other SMSD officials who seek the information within the context of their professionally assigned responsibilities and used within the context of official SMSD business. Contractor shall promptly report to SMSD any request for or improper disclosure of SMSD's student educational records.

15. **Confidentiality**. As a state agency, SMSD contracts are generally public records. Accordingly, no provision of this contract shall restrict SMSD's ability to produce this contract and/or any corresponding documents in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 *et seq*.).

# ATTACHMENT G

## 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