

USD#261
HAYSVILLE UNIFIED SCHOOL
DISTRICT NO. 261

Return sealed envelope to:

USD#261 Haysville School District
Food Service Department
132 Stewart Door #15
Haysville,KS 67060

ATTN: Gina Lee, Director

**E-MAILED OR FAXED BIDS
WILL NOT BE ACCEPTED.**

DATE: May 17, 2018 BID NO. 18-002

BID TITLE: **MILK PRODUCTS**
(for the 2018-2019 school year)

Bids will be accepted until and then opened on:

Date: **June 13, 2018**

Day: **Wednesday**

Time: **9:00AM**

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

You are invited to bid on **MILK PRODUCTS** for the Haysville Unified Schools per the enclosed terms, conditions and specifications, F.O.B. Destination, Freight Prepaid and Add. PLEASE INCLUDE FREIGHT IN YOUR BID PRICE.

We are enclosing only one copy of the bid specifications. Please return one (1) original, one (1) copy, for a total of two (2) hardcopies and one (1) electronic copy on a flash drive.

Unit bid price shall govern whenever a discrepancy occurs in the extended bid price on the Bid Summary page. Bid will be awarded: X All-or-None, ___ Item-by-Item, ___ Groups of Items, or ___ Groups & by-Item. Payment will be made **ON COMPLETION** of Purchase Order. DO NOT INCLUDE SALES TAX.

Any questions regarding the specifications and the bid procedures should be directed to Gina Lee email ginalee@usd261.com **PHONE: (316) 554-2219.**

THIS BID IS NOT TRANSFERABLE

NOTE: Bid Number and Name of Bidder must appear on the front of sealed envelope. **Faxed/emailed bids will not be accepted.** Bids must be received in the Food Service Office prior to bid opening. If sending by U.S. Postal Service, please allow a minimum of 24 hours for your bid to be processed and delivered to the Food Service Office by the Administrative Mail Center. It is the responsibility of the bidder to ensure delivery of bids to the Food Service Department. Bidders shall hold all bid prices firm for acceptance for 90 calendar days after date of bid opening.

Bid results will be posted on the www.usd261.com website within approximately 5 working days after the bid opening. Additionally, you may review the bid results in the Food Service office during the hours of 6:00 AM to 4:30 PM Monday thru Thursday.

NOTICE OF “NO RESPONSE FORM”

BID NO. 18-002

**VENDORS WHO RESPOND TO THIS INVITATION
WITH A COMPLETED NOTICE OF “NO RESPONSE” FORM
WILL REMAIN ON OUR MAILING LIST, IF REQUESTED.**

**VENDORS MAKING NO RESPONSE AT ALL
MAY BE REMOVED FROM OUR MAILING LIST.**

Dear Vendor:

Please check the appropriate box below, complete the remainder of this form and return it NO LATER THAN the scheduled Bid/Proposal/or Quote Date and Time.

Our company cannot provide the products, supplies and/or services listed in this bid, proposal or quote. Please MOVE our name and address to the following category(ies) so that we may bid at a later date

We have chosen NOT to submit a response at this time, but would like to remain on your bid list for this product category. We did not submit a response because:
Reason(s): _____

Please REMOVE our name from all Haysville School District bid lists until further notice.
Reason(s): _____

COMPANY NAME: _____

REPRESENTATIVE (please print): _____

ADDRESS: _____ **PHONE (____):** _____

AUTHORIZED SIGNATURE: _____

TITLE: _____ **DATE:** _____

PLEASE RETURN THIS FORM ONLY TO:

**USD#261 Haysville School District
Food Service Department
Notice of “NO RESPONSE”
132 Stewart Door#15
Haysville, KS 67060
OR
Fax to: (316) 554-2342**

Thank you for your time and assistance.

STANDARD TERMS AND CONDITIONS

Terms and conditions are requirements that are binding upon the successful bidder(s) and communicate Haysville School District's expectations of performance.

1. Haysville School District reserves the right to accept or reject all or any part of any bid, 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 buyer, nor does the buyer's silence imply an acceptance or rejection of any offer.
2. Each bid must be completed on USD#261-Haysville bid forms.
3. **FREIGHT COSTS MUST BE INCLUDED IN THE BID PRICE(S).**
4. Alternate bids will be considered only if the alternate properly meets specifications outlined in the bid. (If the bid specifies no substitutes, alternates will not be considered.)
5. Cash discounts and delivery will be considered in awarding a contract.
6. Deliveries shall be F.O.B. USD#261-Haysville, stated location, freight prepaid. Title does not transfer to USD#261-Haysville until received at same.
7. Prices quoted shall remain firm for 90 days or until bidder's offer is accepted, whichever is first, by USD#261-Haysville. Any deviation must be conspicuously notated within this document. Acceptance shall be in the form of a USD#261-Haysville purchase order or other formal written contract. Prices beyond acceptance of bidder'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 bid.
9. The Seller represents that the price or prices specified do not exceed the Seller'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. USD#261-Haysville reserves the right to make final decisions as to comparable items. Be very certain that items upon which you bid and deliver are EQUAL to items listed. Materials, which are not equal, shall be returned to the supplier transportation charges collect.
11. When submitting a substitute article as equal, the full name and illustrated description must be given. The Board of Education and/or USD#261-Haysville 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 the bid must be approved by USD#261-Haysville prior to shipping.
12. USD#261-Haysville reserves the right to make minor increases or decreases in quantities to be purchased, at the time of acceptance and subsequent thereto.
13. Envelopes containing bids must be sealed and marked on the lower left-hand corner with firm name and address of the bidder, bid control number, bid opening date, and bid opening time.

- A. No attempt will be made to provide special internal mail service for such documents.
 - B. Bids not at the appointed place at time of bid opening will be rejected.
 - C. Faxed Bid/Proposals will not be accepted as sealed bids.
14. Date of receipt will be considered the effective date all goods and invoices are received.
 15. Deliveries under the terms of this bid will be in accordance with the dates indicated, therein, except where no date is indicated, the Seller 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 seller'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 Seller's failure to deliver as and when promised, the School District reserves the right to cancel its accepting order, or any part thereof, and Seller agrees that the School 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 expense if found to be inferior to those specified or promised.
 16. The District shall not be responsible for any goods delivered or services performed without its purchase order signed by an authorized representative of the Food Service Department.
 17. Vendors who do not bid, but wish to remain on our bid list, should notify the USD#261-Haysville Food Service Department in writing using the enclosed "Notice of No Response" form. Failure to do so may result in removal from this list
 18. All items will be new and unused, unless otherwise specified by the District, and in first class condition.
 19. In the event that this purchase requires performance of services by Seller's employees, or persons under contract to Seller, to be done on Purchaser's property, the Seller 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 Purchaser.
 20. All shipments and/or correspondence (i.e. cartons, packages, invoices, etc.) must bear the appropriate USD#261-Haysville purchase order number on the outside.
 21. Seller 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. Seller warrants that the goods or services furnished will conform to the specifications, drawings and descriptions as presented in the bid.
 22. The Seller shall provide the standard patent infringement indemnity clause which shall hold and save the 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 Board of Education.
 23. 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.

24. 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.
25. Rejected items will be held at the Seller's risk and expense. No replacement of defective items shall be made by Seller unless agreed to by a Board of Education representative in writing.
26. Payment of the Seller'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.
27. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
28. 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 Haysville Public Schools - NOT THE STATE OF KANSAS. Cashier checks and certified checks should be made payable to USD#261-Haysville .
29. 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.
30. If bid is accepted, USD#261-Haysville must be supplied with Seller's employer identification number or social security number, per IRS regulations.
31. 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 expense.
32. The laws of the State of Kansas shall govern any contract resulting from this bid.
33. Unless otherwise specified herein, payment shall be made within 30 days after USD#261-Haysville'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:

USD#261-Haysville 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.

**USD#261-HAYSVILLE
ACCOUNTS PAYABLE SCHEDULE**

**Payments
Released**

**August 21, 2018
September 18, 2018
October 16, 2018
November 20, 2018
December 18, 2018
January 29, 2019
February 26, 2019
March 19, 2019
April 16, 2019
May 21, 2019
June 18, 2019**

SPECIFICATIONS

SCOPE

The Haysville School District proposes to contract with a vendor to furnish and deliver milk to each individual school food service operation for the 2018-2019 school year and the summer of 2019 if food service operates any program during the summer

Critical Dates:

Release of bid	May 24, 2018
Bid due	June 19, 2018 10:00 AM CST
Expected Board Approval	July 16, 2018
Expected routes determined and communicated with district	On or before July 16, 2018

One original and one copy, for a total of two (2) complete sets, of the bid as well as a one (1) flash drives with electronic copies must be submitted on or before 10:00 AM CST, June 19, 2018. Send proposals to the following address:

USD#261 Haysville School District
Food Service Department Gina Lee, Director
132 Stewart Door#15
Haysville, KS 67060

Proposal will only be accepted in hardcopy format and one (1) flash drives with electronic copies and shall be received by delivery in person or via service (US Mail, UPS, FedEx, etc.) in sealed envelope or box. Electronic delivery (i.e. email) will not be accepted.

- Usage Estimates:** The estimated quantities are based upon the previous 12- month usage. 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.
- Payment:** Payment is processed using the invoices provided at the time of delivery. Statements of purchase must be provided monthly by the vendor electronically to the accounts payable department, which will be used by the District to reconcile expenditures.
- Accuracy of Bid:** Each bid 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. Provide firm and escalator bid pricing.

4. **Contract Period:** The contract shall be effective from August 1, 2018 through July 31, 2019.
5. **Contract Termination:** This agreement 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 this agreement.

Upon receipt of the termination notice, the bidder shall have fourteen days to correct non-compliance issues. If compliance is achieved, the termination notice will be canceled.

This agreement may be terminated by the bidder with sixty days written notice for failure by the district to comply with contract terms.

6. **Contract Implementation:** Deliveries to the district shall begin August 1, 2018.
7. **Method of Ordering:** Par levels will be established for each school. As necessary the district will update these par levels and communicate with the vendor. All milk products must be picked up the last day of school preceding a vacation and credit given on the delivery ticket.
8. **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. The vendor is responsible to notify the Food Service Office of any late deliveries.
9. **Delivery Failure:** If the successful bidder fails to deliver an order, the supplier will take corrective action either by making a special delivery to the district or by arranging for delivery by another vendor.
10. **Emergency Orders and Deliveries:** The bidder shall be able to respond to emergency deliveries as they arise due to circumstances beyond the district's control. The district shall hold these to a minimum.
11. **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. The bidder must supply the District with a copy of the bidder's HACCP compliance plan with submission of the bid. Inspection of the distribution facility and/or HACCP compliance records may be conducted.
12. **Hold Harmless:**
The bidder agrees to protect, defend indemnify and hold the 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.

13. Equal Employment:

Haysville School District and Seller 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).

14. 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. Debarment document must be signed and included in bid documents.

15. 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.

The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Office may order that monies withheld under subdivision (c) (4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c) (4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$100,000.00

16. 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.

17. 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 (example separate statement for apple juice and separate statement for orange juice.) 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.

18. **Geographic Preference:** Contractors purchasing on behalf of a Sponsor may use geographic preference when purchasing unprocessed locally grown and locally raised agricultural products.
19. **Stock levels:** The expectation is the vendor will have stock on hand available to deliver the par levels needed. The district will provide the vendor a copy of the par levels but the vendor is responsible to forecast correctly so stock is available when it is needed.

20. **Food Recalls:**

It is the responsibility of the vendor to notify the Director of Food Service by phone call and email within 24 hours of the distributor being notified by the manufacturer of a recall. DO NOT call the individual schools regarding the recall.

The distributor must provide the Director of Food Service 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.

21. **Delivery Schedule:** Delivery schedule will be provided to the district by the vendor by July 16, 2018. Any changes to this schedule must be communicated in advance to the district. Deliveries will be made on an every other day basis unless noted on the par level sheet. In the event the district cancels school due to an emergency or inclement weather, the district will communicate with the vendor as potentially all deliveries will be postponed and/or cancelled. All milk products must be picked up the last day or school preceding a vacation and credit given on the delivery ticket.

22. **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.

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 bidder'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.

23. **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.
24. **Nutritional Information:** Nutrient analysis of each food item must be provided when the bid is submitted. All flavored milk is to be naturally sweetened with no chemical processing.
25. **Invoices:** All deliveries shall be accompanied by an itemized delivery ticket. The delivery ticket shall include the school name and account number, product name, price and piece count 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. Weekly statements should be emailed to the Haysville Food service department for reconciliation of the delivery tickets. USD#261-Haysville Food Service Department 132 Stewart Door#15 Haysville, KS 67060 and e-mailed to Gina Lee ginalee@usd261.com and Laurann Latham llatham@usd261.com
26. **Service:** The successful bidder 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 our needs. The district would expect to see this account representative on site as needed.
1. Timely communication with the Director of Food Service or designee to discuss shortages and needed substitutions.
 2. At the start of the contract, conduct weekly meetings with the district's personnel to discuss areas of concern.
 3. Handle the district's complaints and concerns.
 4. Issue credit memos and arrange for return of unacceptable products.
 5. Resolve any problems with the delivery schedule.
 6. Coordinate with the district any rebate programs.
 7. Conduct research with the Director of Food Service for any product changes to better the district's needs.
 8. Maintain communication between the accounting department of supplier and the district to ensure all invoices are paid and credited properly. If problems arise, address to the satisfaction of the district and bidder.
 9. Oversee the operation to help maintain a smooth and efficient relationship between the district and the supplier.
27. **Reports:** The bidder shall provide the following unit and aggregate reports or provide ability for the district upon request:
1. Usage figures for specific items for a specified time frame.
 2. 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.
28. **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.

29. **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.
30. **Pricing:** The district requests fixed and escalator pricing for the 2018-2019 school year. The escalator pricing should be based upon the February 2018 Federal Milk Market Order for Class 1, skim and Class 1 butterfat. The district retains the right to accept either fixed or escalator pricing, whichever is in the best interest of the district. The Food Service Director shall be notified in advance of all milk increases and/or decreases with copies of the Federal Milk Market order.
31. **Toll Free Number:** The successful bidder shall provide a toll- free telephone number for the district to use in contacting the successful bidder’s personnel.
32. **Responsibilities of Successful Vendor:** The successful vendor shall:
- a. Provide competent supervision of his/her 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 their 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 drivers must follow the district security procedures.
33. **Method of Award:**
The award will be based upon overall low bidder as long as all items were submitted with bid.
34. **Bidders Check List:**
All items listed below must be included when submitting your proposal with **one original and one copy and a flash drive.**

- | | |
|--|-------|
| Bid price & signature page | _____ |
| HACCP compliance plan | _____ |
| Debarment, signed | _____ |
| Copy of Kansas License | _____ |
| Attestation statement for Buy American for each product as necessary | _____ |
| Nutrient analysis of each item bid | _____ |

**USD#261-Haysville School District
Milk Products
2018 – 2019
Bid Summary**

<u>No.</u>	Item	Estimated Quantity	Firm Price/Each and total	Escalator Price/Each and total
1.	<u>Milk – White Skim</u> ½ pint carton	N/A	\$ _____ each \$ _____	\$ _____ each \$ _____
2.	<u>Milk – White 1%</u> ½ pint carton	120,800 each	\$ _____ each \$ _____	\$ _____ each \$ _____
3.	<u>Milk – Chocolate Skim</u> ½ pint carton	418,950 each	\$ _____ each \$ _____	\$ _____ each \$ _____
4.	<u>Milk – Strawberry Skim</u> ½ pint carton	146,550 each	\$ _____ each \$ _____	\$ _____ each \$ _____

5.	Milk – Chocolate Skim 12 oz carton	each	\$ _____ each \$ _____	\$ _____ each \$ _____
6.				
7.				
	<u>GRAND TOTAL</u>		\$ _____	\$ _____



Name of Company _____

Address _____

City _____

State _____

Zip Code _____

Authorized Company Official (please print) _____

Signature _____

Title _____

Email _____

Telephone _____

Date Submitted _____



Note: This form must be completed, signed by an authorized official of your company and returned with your bid. Please fill this sheet out in **INK**. If corrections are needed, cross out and initial.

2018-2019 USD#261 Haysville School District

Gina Lee, Director 316-554-2219

BUILDING PHONE NUMBER & ADDRESS:

CAMPUS Crystal Guldner	KITCHEN 554-2242 OFFICE 554-2236	2100 WEST 55TH STREET SOUTH
WEST MIDDLE Lyn Worrell	KITCHEN 554-2263 OFFICE 554-2370	1956 WEST GRAND
MIDDLE Teresa Sykes	KITCHEN 554-2318 OFFICE 554-2251	900 WEST GRAND
RUTH CLARK Mary Gregory	KITCHEN 554-2339 OFFICE 554-2333	1900 W. 55TH ST SOUTH
OATVILLE Becky Davis	KITCHEN 554-2307 OFFICE 554-2290	4335 S. HOOVER
FREEMAN Vickie Hoggard	554-2265 EXT.#211	1731 WEST GRAND
REX Sue Cooper	554-2281 EXT.#246	1100 WEST GRAND

NELSON
Marti Holton

554-2273
EXT.#150

245 DELOS

PRAIRIE
Sue Mieske

KITCHEN 554-2356
OFFICE 554-2350

7101 S. MERIDIAN

HAYSVILLE HIGH/
TRI-CITY DAY SCHOOL
Bambi Storlie

554-2231

1975 W. GRAND

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

**U. S. DEPARTMENT OF
AGRICULTURE**

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

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

Contractor

Name and Title of Authorized Representative

Contractor Signature

Date

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

Instructions for Certification

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