



Brad Kramer
Director of Nutrition Services
1400 W. Geo Space Drive
Independence, MO 64056
(816)521-5371 Fax (816)521-5652

RFP 2017 NS-003
Nutrition Services Dairy Supplies

Proposal Due:
May 15, 2017
2:00 pm

1. Background

1.1. Notice

1.1.1. Independence School District (the “District”) seeks to purchase Dairy Supplies through competitive bidding. If your firm is interested, please submit the information requested in this Request for Proposal (RFP) to the Independence School District Nutrition Services Department office by 2:00 p.m. Central Standard Time on or before May 15, 2017. All information necessary for the submittal is contained in this RFP.

1.2. RFP Schedule

- 1.2.1. Issue RFP: April 17, 2017
- 1.2.2. Deadline to supply written questions: May 1, 2017
- 1.2.3. Addendum notification posted with answers to submitted questions: May 8, 2017
- 1.2.4. Bids due: May 15, 2017
- 1.2.5. Bid evaluation: May 18, 2017
- 1.2.6. Bid Acceptance: June 13, 2017

2. Requested Items

2.1. Type of items requested:

- 2.1.1. This agreement is intended to cover items in the following categories: dairy products.
- 2.1.2. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. The legislation defines “domestic commodity or product” as one that is produced in the United States and is processed in the United States substantially using agricultural commodities that are produced in the United

States. "Substantially" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically. It is essential that to ensure that all purchases of agricultural commodities and food products comply with this statutory provision. This provision applies to all aspects of purchases made within the scope of operation.

2.2. Locations:

2.2.1. Building location list is provided in Appendix C

2.3. Description of items requested:

2.3.1. Item list is provided in Appendix D

2.3.2. Substitutions:

2.3.2.1. Only Allowed Where Noted.

2.3.2.2. Sample of item may be requested for final approval.

2.3.2.3. Must meet the minimum specification of item provided.

2.4. Inspection:

2.4.1. It is advised that prospective bidders visit each site before submitting their proposal in order to better determine routes and timing of routes between building locations.

2.5. Project Schedule

2.5.1. Vendor selection date: June 13, 2017

2.5.2. Contract start date: July 1, 2017

3. Scope of Services

The District operates 31 production sites which provide breakfast and lunch to approximately 14,500 students each day. Our schools are open from mid-August through the last week of May. Additionally, a summer school program is offered during June and July each year that services approximately 5,100 students. For the term of the Agreement and extensions permitted pursuant to this Request for Proposal, other Missouri school districts or agencies may join Independence School District and be permitted to benefit from this RFP and the fees established hereunder.

3.1. Bid Terms and Conditions:

3.1.1. 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 price most advantageous to the district will prevail.

3.1.2. Compliance with 2.1.2 as listed above is imperative and necessary. 100% of items purchased must comply with stipulation that "over 51% of the final processed product consists of agricultural commodities that were grown domestically." For items not

meeting this compliance, the product must be noted as such. Two situations may warrant a waiver to permit purchases of foreign food products:

- 3.1.2.1. The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, and
- 3.1.2.2. Competitive bids reveal the costs of a U.S. product to be significantly higher than the foreign product.
- 3.1.3. The estimated product quantities are intended only as a useful guide, and do not imply guarantee on the part of the district to purchase stated quantity as a minimum or a maximum.
- 3.1.4. When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of the same quality, style and features are invited unless items are marked "no substitute." Equivalent bids must be accompanied by Nutrition Facts literature and/or specifications to receive consideration. Samples may be required, and shall be supplied at no charge to the school district.
- 3.1.5. Market basket instructions:
 - 3.1.5.1. For each item listed, the bidder shall provide:
 - 3.1.5.1.1. Brand name and UPD/MFG number of label or product.
 - 3.1.5.1.2. Pack size
 - 3.1.5.1.3. District price per case
 - 3.1.5.1.4. Copies of invoices to support the market basked pricing
 - 3.1.5.1.5. Indication if the item is primarily processed using US goods in a US-based facility.
 - 3.1.5.1.6. Utilize the week of April 23, 2017 for the raw milk cost formula pricing base for the escalating/de-escalating bid.
- 3.1.6. Evaluation of the bid:
 - 3.1.6.1. To be considered as a bidder, all items in the market basket must be bid.
 - 3.1.6.2. No more than 10% of the items bid shall vary from the specifications.
 - 3.1.6.3. Bid specifications must be completed by the bidder. Variance in case quantities and weights must be specified in the bid document.
 - 3.1.6.4. The district reserves the right to test samples of items listed in the specifications at the bidder's expense to verify the stated quality and adherence to the specifications.

3.2. Proposal Evaluation Categories And Weights:

- 3.2.1. Bidders are cautioned that proposals will be accepted and evaluated as submitted.
- 3.2.2. Proposals shall only be considered from firms that have been engaged in successfully providing similar services to those described in this Request for Proposal. The Prime Vendor must be able to produce evidence that they have established a satisfactory record of agreement negotiations; inventory management, storage and distribution

experience; and performed for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure they can satisfactorily deliver the services if awarded and Agreement. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the District. The evaluation process is designed to award the procurement not to the Prime Vendor of least cost, but to the Prime Vendor with the best combination of attributes based upon the evaluation criteria.

3.2.3. Category 1: Experience & Qualifications, total of 20 points:

3.2.3.1. Distributor Experience/Qualifications: 10 points;

3.2.3.2. Facilities/equipment/service reliability: 10 points.

3.2.4. Category 2: Technical Proposal, total of 20 points:

3.2.4.1. Product line/stocking requirements: 10 points

3.2.4.2. Stock of commodity products: 5 points

3.2.4.3. Ancillary Services (technical assistance, dieticians on staff): 5 points

3.2.5. Category 3: Fee Proposal, total of 60 points:

3.2.5.1. No more than 10% of items can vary from specifications.

Scores will be compiled based on schools evaluation of proposals and points will be awarded to all proposers on a sliding scale. Example:

Distributor A wins the bid and is given 65 points.

Distributor B is 2nd and 3% higher than Distributor A. They are awarded 97% of 65 points or 63.05 points.

Distributor C is 6% higher than Distributor A and is given 94% of 65 points or 61.1 points

The same concept is used for the other categories as each will be scored based on a determination of the evaluating committee.

Upon completion of evaluation of proposals, the winning bid will be awarded. Upon award agreement, the other submitting distributors will be notified. The award bid will be open for review upon request.

3.3. Contractual Terms and Conditions:

3.3.1. Auditing: Throughout the life of the agreement the district reserves the right to conduct audits once per semester. A maximum of twenty five items will be reviewed at each audit. Audits shall verify that the bids and amount invoiced are in accordance with the terms of this agreement. Such audits will not unreasonably interfere with the conduct of the contractor's business. The contractor will be given at least 3 days advance notice in order to prepare the documents for review. The contractor shall promptly reimburse the district for any over-charges disclosed by any such audit. If non-compliance issues

are found in the first twenty five items, the district reserves the right to seek audits on another twenty five items. If no further issues arise in the second round of audits, the audit will end. If non-compliances are discovered in the second round of audits, the district reserves the right to audit another twenty five items. This practice will continue until twenty five items, within a round of auditing, are found to be in total and complete compliance.

Contractor performance will be monitored, as required by 7 CFR 3016.36(b) (2) to monitor contractor performance to ensure compliance with all contractual requirements, including the Buy American provision. Suppliers should be prepared to provide certification (packaging information on food products, delivery invoices, and delivery receipts) as to the origin of products. The successful bidder will be able to look back far enough in the manufacturing process to be reasonable sure that any significant foreign content has been identified.

- 3.3.2. 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. Material Safety Data Sheets must be provided for each item as applicable.
- 3.3.3. Hold Harmless: The contractor 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, proceedings, 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.
- 3.3.4. Tax Exemptions: The district is exempt from various federal, state, and local taxes.
- 3.3.5. Law Governing: All agreements shall be subject to, governed by, and construed according to the laws of the state of Missouri.
- 3.3.6. Non-discrimination: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin or religious creed.
- 3.3.7. Nutritional Information: The successful bidder will supply the district with printed copies of nutritional analysis as for any new and/or substitution items requested.
- 3.3.8. Quality Assurance: The successful bidder will 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.
- 3.3.9. 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.
 - 3.3.9.1. Timely communication with the Purchasing Supervisor to discuss shortages and needed substitutions.
 - 3.3.9.2. Demonstrate new products available on the market.

- 3.3.9.3. Conduct can cuttings and samplings as requested.
- 3.3.9.4. Maintain and update the price list/order book and submit changes on a monthly basis to the Purchasing Supervisor.
- 3.3.9.5. Handle the district's complaints and inquiries about various products.
- 3.3.9.6. Issue credit memos and arrange for return of miss-shipped or unacceptable products.
- 3.3.9.7. Resolve any problems with the order/delivery schedule.
- 3.3.9.8. Coordinate with the district any rebate programs.
- 3.3.9.9. Conduct research with the Purchasing Supervisor for any product changes to better the district's needs.
- 3.3.10. Training: The successful bidder will provide initial training to district personnel to ensure their understanding of the program and the ordering procedures. The contractor should arrange for the district to have direct access to product specialists in areas such as recipe development, merchandising, beverages, culinary arts (examples only). The expectation is that the specialist will provide training in their area to improve the services provided by the district.
- 3.3.11. Market Information: The bidder will 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. The district's menu shall be available to the bidder to assist in determining "best use" products and access available inventory.
- 3.3.12. Payment: Payment is processed using the invoices provided at the time of delivery. Statements of purchase must be provided monthly by the vendor, which will be used by the District to reconcile expenditures. Electronic payment options should be available through the District.
- 3.3.13. Price Adjustment: If a substitution is necessary, the substituted item will be priced using the same fee structure of the ordered item.
- 3.3.14. Discounts and Rebates: The supplier will pass on to the district all promotional allowances, discounts and manufacturers rebates in the form of lower prices. The supplier shall also keep the district informed of any rebates that may be redeemed by the district and provide tracking information on usage, so the district may take full advantage of all available rebates and free goods offers.
- 3.3.15. Technical Approach and Contract Administration: The Prime Vendor shall describe Prime Vendor's plans and approach for accomplishing the specific work requested. The information provided shall be in enough detail to enable the District to ascertain the Prime Vendor's understanding of the effort to be accomplished and shall outline the steps in the total service proposed. Technical Proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the Prime Vendor's technical approach to delivering the services sought under the RFP.
- 3.3.16. Order books: Prices for items shall not be changed on a monthly basis except with a few market type items being changed on a weekly basis. The successful bidder shall

provide with the bid information, a list of those products groups that are to be updated weekly. If the pack size should change due to a manufacturer's revision within the months' time, the successful bidder shall send the change to the Purchasing Supervisor.

3.4. Order And Delivery Terms and Conditions:

- 3.4.1. The successful bidder will deliver five days per week, barring holidays or snow days on dedicated trucks to the attached Sites and Time Schedule.
- 3.4.2. If any order to a school is delivered after 2:00 p.m., the supplier will provide any overtime pay due to any of the district Nutrition Services personnel or manager. When such a situation occurs, the district will bill the supplier for the overtime involved.
- 3.4.3. The bidder shall deliver all individual orders invoiced by account to each location.
- 3.4.4. The bidder will adhere to HACCP standards, meaning, products shall be maintained at appropriate holding temperatures throughout their staging, loading, transport, and delivery.
- 3.4.5. All of the bidder's facilities and delivery vehicles must conform to 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.
- 3.4.6. The bidder's driver will deliver and off load all products to the specified area(s) on the inside of the unit's building. The contractor shall provide any/all equipment necessary to complete this process.
- 3.4.7. At the time of delivery, a designated district employee shall sign the invoice once the order has been appropriately received and counted.
- 3.4.8. Deliveries to the district will begin July 1, 2017.
- 3.4.9. All deliveries will be accompanied by an itemized invoice. All invoices will include the correct bid pricing that includes the site name, district provided purchase order number, product name, unit cost, extension, piece count, and total charges. Any concealed damage or delivery of incorrect product will be reported to the supplier's account representative who will then issue credit memos for any incorrect charges and arrange for the return of miss-shipped or deficient products even if deficiencies were not readily noticeable at time of delivery. Vendor must be able to guarantee at least a 99% fill rate on all deliveries made to each school. In addition, all shortages deemed necessary to meet the menu demands of the program must be re-delivered.
- 3.4.10. Deliveries will be made daily to each school location, orders will then be placed for the next day's delivery. Deliveries will be made daily at each location.
- 3.4.11. The bidder's account representative shall contact the Purchasing Supervisor by 12:00 noon 3 days prior to delivery to discuss any shortages on that week's delivery and any substitutions that need to be made. Substitutions will not be made without district's prior approval. Substitutions will lower the fill rate.

- 3.4.12. 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 Purchasing Supervisor of any late or delayed shipments. The district reserves the right to cancel all or any part of an order if the shipment is not made as promised.
- 3.4.13. If the successful bidder fails to deliver in entirety, the supplier will take corrective action either making a special delivery to the district or by arranging for delivery by another vendor. The supplier shall assume any additional costs between the price of the originally ordered items and the price from the alternative vendor. At least a 99% average fill rate for deliveries is expected.
- 3.4.14. The bidder must be able to respond to emergency deliveries as they arise due to circumstances beyond the district's control. The district will hold these to a minimum.
- 3.4.15. There shall be no extra, or miscellaneous charges, i.e.- fuel surcharge, to the district for any delivery made directly to a site, 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. The district will exercise reasonable judgment when placing small orders and will make every attempt to place correct orders each time.
- 3.4.16. The district defines a "proprietary item" as an item the district expects the supplier to purchase and stock. A "special order item" is an item requested for a one time purchase. The supplier will purchase the special order product and ship with the next scheduled delivery. Whenever possible the district will use a product already stocked by the supplier, but reserves the right to request the supplier add proprietary items to stock. The supplier agrees to do so at the discretion of the district. The district will notify the supplier 3 weeks in advance of the need for a new proprietary or special order item, with quantities needed and monthly usage if applicable. There shall be no extra charges for buying and storing of special order items.

3.5. Terms of Contract

- 3.5.1. Initial term: July 1, 2017 through June 30, 2018
- 3.5.2. Renewals: Renewable annually for a full term of three years: July 1, 2017 – June 30, 2018 will be considered year one. July 1, 2018 – June 30, 2019 will be considered year two. July 1, 2019 – June 30, 2020 will be considered year three.

4. Required Insurance

4.1. Liability

- 4.1.1. \$100,000 per incident

4.1.2. \$300,000 per year

4.2. Workers Compensation

4.2.1. Statutory limits

4.3. Bond

4.3.1. Payment: Amount of Agreement

4.3.2. Performance: Amount of Agreement

5. Disclosures and notifications

5.1. Conflicts of interest

5.1.1. Proposal must state whether proposer has any professional, business, or familial relationship with any current member of the Board of Education of the District or with any administrator of the District.

5.2. Cooperative Procurement

5.2.1. Indicate whether, if the District accepted your proposal, you would provide the same products and services under the same prices and terms to any public school district located within the greater Kansas City metropolitan trade area.

5.2.1.1. _____ YES _____ NO (Initial Next to one)

5.2.2. The prices, terms, and conditions of this RFP and any subsequent term agreement would control the terms of any subsequent agreement.

5.2.3. Other public school districts themselves have no obligation under the cooperative procurement agreement to use the RFP, proposal, or agreement unless they are specifically named in the RFP as a joint respondent.

5.2.4. The ordering public school district will issue purchase orders and be responsible for all receiving, inspection, payments and other agreement administration.

5.2.5. Each public school district that is a party to the joint proposal may act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments, and handle disputes involving shipment to the jurisdiction.

6. Contract terms

6.1. E-Verify

6.1.1. Missouri law requires all companies doing business under contracts greater than \$5,000 with government entities to attest that all their employees and subcontractor's employees are "lawfully present in the United States."

6.2. Prevailing Wage

6.2.1. Missouri law requires agreements to contain the following prevailing wage terms: “A wage of no less than the prevailing hourly rates of wages for work of a similar character in the locality in which the work is performed shall be paid to all workmen employed by or on behalf of any public body engaged in public works exclusive of maintenance work” (§ 290.220) and “not less than the prevailing hourly rate of wages specified in wage determination as requested from the State shall be paid to all workers performing work under this contract” (§ 290.250). The contractor shall forfeit as a penalty to the State, County, City, and County, City, Town, District or other political sub-division on whose behalf the contract is made or awarded ten (\$10.00) Dollars for each worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract by him or by any sub-contractor under him. § 290.250. All payroll records of the contractor are to be submitted to the School District, with the approved Prevailing Wage Statement, prior to final acceptance of the project.

6.3. Liquidated Damages

6.3.1. The District may assess liquidated damages for work not completed as agreed upon.

6.4. Applicable law

6.4.1. Missouri law will govern contracts entered into pursuant to this RFP.

6.5. Termination

6.5.1. This agreement may be terminated at any time by the district upon sixty days written notice, should the district determine that it is not in its best interest to continue the agreement 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 twenty days to correct non-compliance issues. If compliance is achieved, the termination notice will be cancelled. This agreement may be terminated by the bidder with sixty days written notice for failure by the district to comply with the agreement terms.

6.6. Compliance with laws and policies

6.6.1. Bidder must comply with all federal and state anti-discrimination laws.

6.6.2. Bidder must be licensed to do business in the City of Independence.

6.6.3. All work shall meet or exceed the Americans with Disabilities Guidelines.

6.6.4. *A-133 Compliance Supplement*: The bidder must certify that they and their principals are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.

6.7. Background Checks

6.7.1. Contracts entered pursuant to this RFP must require that all employees who will interact in an unsupervised fashion with students will be fingerprinted and background checked under the background checks required by the District’s Board Policies. Results of background checks of employees working directly with students must be provided to

District. District reserves the right to refuse to allow any employee access to students if the employee completes no background check acceptable to the District.

6.8. Indemnity

- 6.8.1. The District will not agree to indemnify any bidder for its own negligence, for injuries or damages that do not arise from acts or omission of the District, or for injuries or damages for which the District has sovereign immunity.

6.9. Proposed contract

- 6.9.1. Proposals must include a copy of proposed contracts or service agreements if available or disclose terms required by the proposer of this RFP.

7. Interpretation, Questions, Withdrawal

7.1. Interpretation

- 7.1.1. The District will make no oral interpretations for proposers of meaning of the terms in this RFP.
- 7.1.2. Requests for interpretations to the meaning of this RFP must also be made in writing to Independence School District not later than April 28, 2017 and failure by the successful proposer to do so shall not relieve the proposer of the obligations to execute such services under a later interpretation by the school district.
- 7.1.3. All interpretations made to the proposers will be issued in addenda to the RFP and will be sent to all proposers.

7.2. Questions

- 7.2.1. Submit written questions to the following person:

Brad Kramer
Director of Nutrition Services
1400 West Geo Space Drive
Independence, MO 64056
816-521-5371
brad_kramer@idschools.org

7.3. Withdrawal

- 7.3.1. Any Contractor may withdraw his proposal prior to the scheduled closing time for receipt of proposals.
- 7.3.2. No proposal shall be withdrawn for thirty (30) days after the scheduled closing time for receipt of proposals.

8. Proposal submission and opening

8.1. Submission

- 8.1.1. Submit proposals in a sealed envelope which is clearly marked "Nutrition Services DAIRY PROPOSAL" and deliver to the following address and person:

Brad Kramer
Director of Nutrition Services
1400 West Geo Space Drive
Independence, MO 64056
816-521-5371

- 8.1.2. Bids must be submitted only on the form provided in this bid document. Required information must be included.
- 8.1.3. Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
- 8.1.4. The successful bidder shall include with the bid a complete listing of their stock book indicating all inventory items maintained in their warehouse as of the bid deadline date, including item name, pack size and order unit.
- 8.1.5. Bidder's Checklist: All items listed below must be included when submitting your proposal with 1 paper copy and all same documents on a jump/flash drive. All documents, except for the market basket, may be in a PDF format. The market basket must be submitted as an Excel spreadsheet.

Technical Proposal	_____
Market Basket	_____
Master Inventory List	_____
Signed Debarment Letter	_____

8.2. Opening

- 8.2.1. The proposals will be opened and publicly read at the following location on the following date and time:

Date: May 15, 2017
Time: 2:45 p.m.
Location: Nutrition Services Office
1400 West Geo Space Drive
Independence, MO 64056.

9. Reservation of Rights

- 9.1. INDEPENDENCE SCHOOL DISTRICT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS AND WAIVE ANY INFORMALITY IN THE PROPOSAL OR REQUEST FOR PROPOSAL.**

10. Proposal Evaluation

10.1. Award

- 10.1.1. The contract will be awarded to the bidder submitting the best responsible proposal complying with this RFP if the proposal is reasonable and in the best interest of the District to accept. The firm selected will be notified at the earliest practical date. The decision regarding acceptability of any firm's qualifications/proposal shall remain entirely with the District, at the District's sole discretion. The criteria for making this judgment will include but not be limited to price, demonstrated capability and general responsiveness to the RFP.
- 10.1.2. The District notifies all proposers that minority business enterprises will be afforded full opportunity to submit proposals in response to this Request and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award. Proposer agrees that, should proposer be awarded this contract, proposer will not discriminate against any person who performs work under it because of race, religion, color, sex, national origin or ancestry.
- 10.1.3. The District reserves the right to reject any or all proposals, to waive any informalities or technical defects in proposals, and unless otherwise specified by the District, to accept any item or groups of items in the proposal, as in the best interest of the District.

10.2. Acceptance Period

- 10.2.1. All proposal offers must be firm for 365 days from the start of the contract on July 1, 2017.

11. Invoicing and Payments

- 11.1. Invoices shall be prepared and submitted in duplicate to the Independence School District as goods are delivered to each location. Invoices shall contain the following information: contract account number, item number, item name & description, unit price and extended total by location serviced with a grand total at bottom. District shall receive one invoice per delivery.

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am over twenty-one years of age; and know of the matters set forth.
2. I am employed by _____ (“Company”) and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify federal work authorization program regarding Company’s employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____
(individual signature)

For _____
(company name)

Title: _____

Subscribed and sworn to before me on this ____ day of _____, 201__.

NOTARY PUBLIC

My commission expires:

REFERENCES AND EXPERIENCE

How many years has your firm been in business? _____ years

List references and prior experience; preferably with other school districts or governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed.

School District/Business _____

Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

School District/Business _____

Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

School District/Business _____

Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

Debarment Form

U.S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' 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 offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement 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;
 - (c) 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 (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) 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(s)

Date

Form AD-1047 (1/92)

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side 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 shall 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 shall 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 shall provide immediate written notice to the department or agency to whom 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. 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 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 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 Nonprocurement List.
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.

PERSONNEL QUALIFICATIONS

Bidders are REQUIRED to provide the information below in FULL DETAIL.

Indicate the person who will be supervising project and years of experience in similar work.

Name: _____ Number of Years: _____

Type of Experience: _____

Complete the following for employees that would be working on this project. List any previous work directly relating to the scope of this project for other school districts and/or governmental agencies or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING

Appendix A

BID PROPOSAL SUBMISSION FORM – ISD NS-003 Dairy Supplies

Proposal of _____ (hereinafter called "Bidder"),
organized and existing under the laws of the State of _____, doing business as
a corporation, a partnership, an individual (circle one) to the Board of Education, School District of
Independence, Missouri (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the INDEPENDENCE SCHOOL DISTRICT – ISD NS-003 Dairy Supplies. In strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below, bidder should propose on individual base bids for specific project locations as noted below. Owner will award contract per individual base bid.
2. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
3. Bidder acknowledges receipt of the following ADDENDA: _____.
4. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

Appendix B

RESPECTFULLY SUBMITTED:

Signature

Title

Name (Please type or write clearly)

Date

Company Name

Telephone Number Fax Number

Street

Email address

City, State, Zip Code

License number (if applicable)

By signing, he/she certifies that they are an authorized agent of said company and has the authority to legally enter into a binding Service Agreement.

SEAL - (if BID is by a corporation)

Appendix C

Independence School District Addresses

High Schools and Middle Schools are open at 6 a.m. and Elementary Schools are open at 6:30 a.m. for deliveries. There are to be no deliveries during the meal periods 11:00 to 12:30 and no deliveries after 1:30.

ELEMENTARY SCHOOLS

Benton Elementary 521-5599 Ex. 42570
429 S Leslie 64055
Lunch count 358 Breakfast count 317

Santa Fe Trail Elementary 521-5599 Ex. 57570
1301 S. Windsor 64055
Lunch count 344 Breakfast count 156

Blackburn Elementary 521-5599 Ex. 43570
17302 E RD Mize Rd 64057
Lunch count 310 Breakfast count 129

Hanthorn 521-5599 Ex. 59570
1511 Kings Highway 64055
Lunch count 138 Breakfast count 171

Bryant Elementary 521-5599 Ex. 44570
827 W College 64050
Lunch count 221 Breakfast count 145

Randall Elementary 521-5599 Ex. 52570
509 Jennings Rd 64056
Lunch count 248 Breakfast count 213

Fairmount Elementary 521-5599 Ex. 41570
120 N. Cedar, Sugar Creek, MO 64053
Lunch count 330 Breakfast count 310

Sunshine Center 521-5599 Ex. 26570
18400 E Salisbury 64056
Lunch count 215 Breakfast count 200

Glendale Elementary 521-5599 Ex. 45570
2611 Lee's Summit Rd 640
Lunch count 363 Breakfast count 170

Mallinson Elementary 521-5599 Ex. 49570
709 N Forrest Ave 64054
Lunch count 266 Breakfast count 195

Luff Elementary 521-5599 Ex. 47570
3700 S Delaware Ave 64055
Lunch count 296 Breakfast count 164

Independence Academy 521-5599 Ex. 85570
600 W. Mechanic 64050
Lunch count 108 Breakfast count 76

Little Blue Elementary 521-5599 Ex. 40570
2020 Quail Drive 64057
Lunch count 164 Breakfast count 90

Ott Elementary 521-5599 Ex. 50570
1525 N. Noland Rd 64050
Lunch count 355 Breakfast count 173

Mill Creek Elementary 521-5599 Ex. 48570
2601 N. Liberty 64050
Lunch count 246 Breakfast count 110

Procter Elementary 521-5599 Ex. 51570
1403 W Linden Ave. 64052
Lunch count 199 Breakfast count 138

Korte Elementary 521-5599 Ex. 46570
2437 S. Hardy 64052
Lunch count 521 Breakfast count 497

Wm Southern Elementary 521-5599 Ex. 53570
4300 S. Phelps Rd. 64055
Lunch count 397 Breakfast count 273

Spring Branch Elementary 521-5599 Ex. 54570
20404 E. Truman Road 64056
Lunch count 217 Breakfast count 97

Sugar Creek Elementary 521-5599 Ex. 56570
11424 Gill 64054
Lunch count 162 Breakfast count 166

Sycamore Elementary 521-5599 Ex. 55570
15208 E. 39th St. 64055
Lunch count 327 Breakfast count 147

Three Trails Elementary 521-5599 Ex. 58570
11801 E. 32nd St. 64052
Lunch count 342 Breakfast count 289

MIDDLE SCHOOLS

HIGH SCHOOLS

Bingham Middle School 521-5372 Ex. 23570
1716 S Speck Rd 64057
Lunch count 540 Breakfast count 115

Truman High School 521-5599 Ex. 12570
3301 S Noland Rd 64055
Lunch count 792 Breakfast count 163

Bridger Middle School 521-5376 Ex. 21570
18200 E. M78 Highway 64057
Lunch count 676 Breakfast count 148

Van Horn High School 521-5599 Ex. 17570
1109 Arlington 64053
Lunch count 553 Breakfast count 255

Nowlin Middle School 521-5599 Ex. 25570
2800 Hardy 64052
Lunch count 739 Breakfast count 592

William Chrisman High School 521-5599 Ex. 16570
1223 N. Noland Rd 64050
Lunch count 858 Breakfast count 283

Pioneer Ridge Middle School 521-5599 Ex. 24570
1656 S. Speck Rd. 64057
Lunch count 636 Breakfast count 129

WAREHOUSE

Independence School District Nutrition Services 521-5371
1400 W Geo Space Dr. 64056

Appendix D

Stock Description	Case Description	UPC	Estimated Usage	Case Cost-Firm	Case Cost-Escalating	Total	"Buy American" Provision Compliant Y/N
MILK 1% - .5 GAL	1/2 GAL	7104310120	19205				
LACTAID FF HALF GAL	CS (6/HALF GAL)	72060001839	40				
JUICE 100% ORANGE 4OZ	CS (75/4 OZ)	7104310803	8560				
MILK CH FF- PLAST	CS (50/8 OZ)	7104310311	45245				
MILK CH FF- PAPER	CS (50/8 OZ)		45245				
COTTAGE CHSE-FF	1/ 5 LB	7104300443	545				
JUICE 100% APPLE 4OZ	CS (70/4 OZ)	774840303033	6985				
MILK 1%- PLAST	CS (50/8 OZ)	7104310103	25965				
MILK 1%- PAPER	CS (50/8 OZ)		25965				
SOUR CREAM - FF	CS (9/16 OZ)	7104300735	20				
MILK STRAW CARTON 8 OZ	CS(50/8 OZ)	7104310101	22720				
MILK WHOLE 1/2 GAL	1/2 GAL	7104310420	1335				