



Wamego Public Schools

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May 25, 2022

INVITATION TO BID

You are invited to bid on the attached Prime Vendor Bid for USD 320 Wamego for the 2022-2023 school year.

The district is utilizing Market Basket Analysis for food bids. The Market Basket Analysis sample is established to represent approximately 75% of the total estimated value of the contract to be awarded. The most recent velocity/sales report from our current supplier was used to project the balance of the year and adjusted for any estimated change in menu and participation for the following year. As a result, the list of 327 goods to be purchased under solicitation includes the top 183 goods purchased by dollar volume representing the 75% threshold. Prices for the remaining 144 good listed in the solicitation should also be included, though they will not be a part of the market basket analysis.

Any bid received later than the specified time, or in the incorrect format shall be disqualified. The district reserves the right to reject any or all bids and to accept the bid deemed most advantageous to the School District. We reserve the right to wave any informality in bidding.

Bids can be mailed to the above address or hand delivered to the District Kitchen, which is located at 1001 Columbian Rd, Wamego KS. Bids can also be emailed but must include all attachments and required documents and have the subject heading: **Sealed Bid for District Food Service.**

Bids must be submitted no later than **Thursday, June 16, 2022, at 1:00pm.** They may be returned by e-mail. This letter must be signed and returned as well (a scanned copy by e-mail is fine).

Bids will be opened at 1:15pm that same day at the District Kitchen by Laura Fails, Food Service Director, and the winning bidder will be determined as soon as possible and no later than Monday, June 20, 2022. Bottom line pricing on Market Basket, number of SPO items, and delivery schedules will all be factored into determining the winning bid.

Bid prices must remain the same for the entire period of this contract from August 1, 2022- July 31, 2023. If unforeseeable circumstances warrant a price increase, the vendor must provide information from a third-party market bulletin of such a price increase. At which time the bid award may be revisited.

During the term of the contract awarded under this solicitation, additional purchases not included in this bid list and resulting awarded contract may become necessary. It is agreed that the aggregate value of added purchases during the year of the contract shall not exceed 10% of the estimated total value of the contract.

The estimated product quantities are intended as a useful guide, and do not imply guarantee on the part of the school district to purchase stated quantity as a minimum or a maximum.

The Food Service Department reserves the right to reject any or all bids, and to waive all formalities. This inquiry implies no obligation on the part of the buyer, nor does the buyer's silence imply any acceptance or rejection of any quotation offer.

It is specifically understood and agreed that the contract shall be renewable after July 31, 2023, for (3) successive one-year terms from August 1 through July 31. The Food Service Director may terminate the contract at the end of July 31, 2023, 2024, 2025 and 2026 by providing written notice to the supplier on or before June 30 each renewable year.

This institution is an equal opportunity provider.

INSTRUCTIONS:

- **The bid item names and order needs to remain as given. Enter pricing in the formatted cells. Any notations can be added in another font or color in the same cell. Bids must contain pack information to ease in price comparison. Brand information on items where no brand is specified must be provided. Listed items which include specific brand information indicate that that specific product is preferred but items of equal value and quality may be considered. Samples will be required, and shall be supplied at no charge to the school district.**
- Vendors must notify school district in advance if there is a problem meeting scheduled delivery dates or if there are shortages in quantities due.
- All deliveries are to be made to the USD 320 District Kitchen, between the hours of **6:00am and 8:00am on Mondays and Thursdays.**
- Deliveries will be made Monday through Friday, except on holidays or during school breaks. In the event that a holiday or snow day falls on a delivery date, the district will make every effort to still receive delivery on the scheduled day.
- All freight and delivery charges are to be paid by the vendor and included in the bid price.
- All items shall be properly crated and/or packaged by the supplier to ensure delivery in good condition. **Items should be delivered on pallets.**
- The vendor shall, at their expense, amend and make good on any defective or unsatisfactory items or products. The same applies to any items which were invoiced in error.
- **Nutrition Analysis information and Child Nutrition (CN) labels must be provided by the vendor for each food item when contract has been awarded. These must be received at the District Kitchen within ten (10) days of the bid award. They also may be scanned and e-mailed to failsl@usd320.com.**
- The USD 320 Food Service Director reserves the right to reject any or all portions of the bid. The Board of Education also reserves the right to return any item/s, which in its opinion, does not meet its requirements.
- **If an item is a special order (not stocked) item, vendor must make a notation on the bid indicating that it is a special order (SPO) item.**
- By submitting the proposal/bid, the bidder acknowledges and certifies that his/her company complies with the **Buy American** provision that the food delivered is of domestic origin or the product is substantially produced in the United States. For these purposes, substantially means over 51% of the processed food is from U.S. produced products. If the bidder is unable to certify compliance with the Buy American Provision, the bidder shall state this in his/her response and provide an explanation as to why it cannot certify compliance. The winning bidder shall provide to the USD 320 Food Service program appropriate documents, i.e. attestation statements, country of origin labeling, to document compliance with the Buy American provision.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The contractor certifies 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. Sign and submit the attached Certification Regarding Lobbying form with the contract.

Debarment and Suspension (E.O. 12549 and E.O. 12689). All contractors shall provide the required certification regarding its exclusion status and that of its principal employees from the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement. Sign and submit a USDA Certification Regarding Debarment form with the contract.

BIDDER'S CHECKLIST

All items below must be included when submitting your bid proposal.

- _____ This document, signed
- _____ Completed bid spreadsheet
- _____ Signed Byrd Anti-Lobbying Amendment Certification
- _____ Signed USDA Certification Regarding Debarment

BID OFFER

The enclosed bid is submitted in accordance with all stated conditions. The undersigned agrees to deliver the item(s) specified in accordance with terms and prices set forth.

FIRM: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

Questions should be directed to: _____

Phone: _____

Attachments