



Growing Together,
Learning for Life

Child Nutrition Services/Warehouse
17146 Manchester RD
Wildwood, MO 63040-1001

Carmen Fischer, MS, RD, LD
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April 18, 2017

SOLICITATION TO BID

The Rockwood School District invites you to bid on Grocery and Supply items for the 2017-2018 school year, beginning July 1, 2017 and ending June 30, 2018. **All prices are to be firm.**

We will be utilizing the NutriKids bidding feature of our inventory system and have included, as an attachment, directions to download the NutriKids program. This program is offered free to you in an effort to streamline the bidding process and eliminate excess paper. The program will also allow us to notify you more rapidly as to the awarded products.

Bids must be submitted electronically through NutriKids by **the time and date specified below**. Please send to Carmen Fischer – fischercarmen@rsdmo.org, and Heather Cardinale – cardinaleheather@rsdmo.org. *The signature page of the general terms and conditions must be returned with the bid.*

All bids will be opened in the conference room at the Rockwood Child Nutrition Services Office, 17146 Manchester Road, Wildwood, Missouri. The following is a timeline of events:

- Bid Documents Issued April 18-21, 2017
- **Milk*** due by 9:30 am May 23, 2017
- **Produce* and Small Farm Produce** due by 9:45 am May 23, 2017
- **Ice Cream*** due by 10:00 am May 23, 2017
- **Bread*** due by 10:15 am May 23, 2017
- **Smoothies*** due by 10:30 am May 23, 2017
- **Pizza** due by 10:45 am May 23, 2017
- **Paper+** by 11:00 am May 23, 2017
- **Grocery+** due by 9:00 am May 24, 2017
- **Grocery NOI*** due by 9:15am May 24, 2017
- **Canned Fruit+** due by 9:30 am May 24, 2017
- **Small Equipment/Chemicals+** due by 9:45 am May 24, 2017
- Contract award to be made on or about June 17, 2017
- Contract Period July 1, 2017 – June 30, 2018

*Vendor will be awarded the entire product category for the school year

+Bid is awarded by line item

Please contact me with questions regarding our specifications or any other concern.

Sincerely,

Carmen S. Fischer MS, RD, LD, SNS

Carmen S. Fischer, R.D., L.D.
Director of Child Nutrition Services

CSF/hc

Enclosures

Rockwood School District Request for Proposal

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General Terms and Conditions For 2017-2018 School Year

1. Introduction

- a. Bids should be electronically sent to the Rockwood Child Nutrition Services office, in the **NutriKids** format, no later than the specific date and time listed on the first page of this document. At this time all bids will be publicly opened and shared.
- b. Bid shall be for the 2017-2018 school year beginning July 1, 2017 and ending June 30, 2018. **The prices are to be firm for this period. If acts of God cause prices to increase, a written explanation is required with the bid.**
- c. No delivery charges or fuel charges will be paid by Rockwood Child Nutrition Services.
- d. Grocery items and supplies specified are to be delivered to the Warehouse Center at 17146 Manchester Road, Wildwood, Missouri. (On the map of district locations the warehouse is 'E' - School Services Center)
- e. Deliveries are required Monday through Friday between 7:00 A.M. and 2:00 P.M. unless otherwise approved and coordinated by the Director of Child Nutrition Services and the successful bidder. *If inclement weather forces cancellation of a delivery day, the supplier will be informed by radio or television before 7:00 A.M. of that day if the school district is closed.* Holidays are listed on the enclosed School Calendar. The Rockwood Child Nutrition warehouse is closed on these dates.
- f. Each delivery must be accompanied by a legible delivery ticket. Successful bidder will provide the Child Nutrition Services office with a **monthly** statement.
- g. As required by the USDA Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). **The brand name of the item must be included in the bid and the country of origin if not USA. All items should have the case size and packaging quantity.**
- h. Line item bids are awarded with primary and secondary vendor status. Orders at food shows may temporarily change the primary/secondary status.
- i. Average Daily Participation is 8026 for lunch and 1588 for breakfast. District enrollment is 20,911.
- j. It is the policy of the Rockwood School District to give preference to commodities manufactured, mined, produced, grown or otherwise substantially originated within the state of Missouri and to give preference to all firms, corporations, or individuals doing business as Missouri entities when quality, delivery and price are approximately the same.

- k. The successful bidder must provide a certificate of insurance for general liability, including product liability in the amount of \$100,000/\$300,000 for the school year. This certificate will be required with 30 days of award of bid.
- l. Any deviations from the specifications as stated, i.e. escalation clause, discount for early payment, **must be stated in writing** and included with the bid.
- m. The contractor certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency.
- n. Contractor agrees that any employee acting on behalf of the contractor and performing duties on district property will adhere to district policies related to staff conduct including but not limited to: banning the use of tobacco on district property, drug free workplace and activities that could be viewed as unethical or a conflict of interest. A complete list of district policies can be found at:
<http://www.rsdmo.org/boardofeducation/policiesandregulations/Pages/default.aspx>
- o. As an independent contractor of the district, contractor will provide documentation and a sworn affidavit that all employees of the contractor are not considered unauthorized aliens as defined by federal law and are enrolled in and actively participate in a federal work program (FWAP) used to verify citizenship information of newly hired employees under the Immigration Reform & control Act of 1986. Contractor must also sign and provide to the district an affidavit indicating they do not knowingly employ any unauthorized aliens under this agreement.
- p. The Board of Education reserves the right to terminate the contract at any time for due cause, which includes unsatisfactory service or substandard products.

2. Specifications

- a. Each bidder should read carefully the information printed on the bid forms and the specifications on each item. Substitute items bid as equal to brand specified will be judged by RSD. RSD reserves the right to make final decisions on whether such substitute items are approved equals.
- b. The bidder bears the full responsibility to take the necessary steps to ensure its understanding of the needs of RSD by conducting site visits if necessary before the bid submission date. Since the bid is explicit, the bidder is expected to thoroughly read the bid documents and bears the responsibility to understand and meet all requirements.

3. Awards

- a. The award will be made by the Board of Education, or its authorized representatives. The District reserves the right to reject any or all bids, waive any informalities in the bids received and to award the bid on the basis of any single bid or any combination of bids that best conform to the bid conditions and specifications, and will be most advantageous to the District, price and all other factors considered.

- b. RSD shall have the right to reject any or all products furnished, which in its sole opinion, are not in strict conformity with the requirements of the bid specifications.
- c. Successful bidder will be notified of bid item, brand and estimated usage quantities needed as soon as possible after awards.
- d. All factors including service, accuracy, price and other amenities will be considered when evaluating the bids. RSD reserves the right to reject any or all bids based solely on RSD evaluation and to waive any technicalities. This does not obligate RSD to pay any costs incurred by vendors related to submission of proposals in response to this request for bids.
- e. RSD may wish to visit Supplier's facilities, warehouse(s), or other facilities and may use the visitation as a basis for accepting or rejecting proposals. Supplier(s) shall, upon request and at no charge, accompany RSD personnel.

4. Prices

- a. The district will not incur any costs or deposits related to equipment (cases, coolers, racks, trays, etc.) supplied by bidder.
- b. All bids shall be deemed final, and no bid shall be subject to correction or amendment for error or miscalculation.
- c. All bid prices shall be quoted as 'delivered' prices to one (1) RSD location in St. Louis County, Missouri unless otherwise specified.

5. Condition and Quality of Goods

- a. All products on which bids are submitted must conform to the "Best American Provision" of Public Law 100-237. It will be the bidder's responsibility to supply information to verify products submitted for purchase are domestically produced where possible. If a product bid is not domestically produced, the country of origin must be provided with the bid. All products will contain only FDA approved ingredients. All products will conform to the federal, state and local regulations. All products will be packed or wrapped in clean, suitable grease and moisture proof container or wrappings. Delivery cases, trays and storage/display racks supplied must be sanitary, free from visible dirt, grease or corrosion and in good repair.
- b. All dairy products will be delivered well chilled, not over 40 degrees Fahrenheit, and show no evidence of dirty or damaged containers, spoilage, off flavors, odors or colors. All other perishable or frozen products shall be delivered well chilled or hard frozen respectively, show no evidence of dirty or damaged containers, deterioration, thawing and refreezing, or freezer burn. After thawing, the product shall have a characteristic appearance and aroma, be free of rancidity and other objectionable odors and flavors.
- c. Any products dated or coded for freshness must be delivered prior to the end of its freshness period and with a minimum of 10 days duration prior to expiration or pull date of product. Any out dated products received will be rejected and vendor will be required to credit the value of these products to the RSD. The successful vendor must supply any

freshness code information to the RSD authorized representative prior to the first product delivery of the school year and/or when there are any changes in the coding information during the bid period.

6. Billing

- a. Payment to vendors for purchases made with purchase orders will be submitted and processed under RSD normal payment procedures that generally provide for the issuance of payments approximately 90 days subsequent to the delivery of product and/or services.
- b. Cost of all returns shall be the responsibility of the successful bidder.
- c. Successful bidder must be able to provide to the satisfaction of RSD accurate, reliable and timely reports (invoices, statements, rebates and credits).

7. Taxes/Surcharges

- a. Surcharges for transportation, fuel and all other fees are to be included in the total bid cost. No additional charges will be considered after the bid has been submitted.

8. Delivery

- a. The successful bidder shall be responsible for delivery of items in good condition at point of destination and shall file with the carrier all claims for breakage, imperfections and other losses, which will be deducted from invoices. RSD will note, for the benefit of the successful bidder, when packages are not received in good condition and/or shortages occur.
- b. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the following information for each item delivered: Name of Article, Item Number, Quantity, Date and the Name of the Vendor.
- c. Cases must be delivered on pallets to maximize delivery dock time.

9. Substitution after Award of Bid

- a. Bid pricing on new items may be requested at any time throughout the contract period. The vendor has 15 days to solicit bid pricing from the manufacturer and provide the district with the price.

10. Inspection and Receiving

- a. The district reserves the right to inspect delivered goods. If the goods cannot be inspected at time of delivery, the successful bidder shall abide by the results of an inspection at a later time. The successful bidder agrees that any discrepancies will receive prompt attention and correction.

11. Acts of God

- a. Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

12. Failure to Comply with Bid Terms and Conditions

- a. If the successful bidder fails to deliver as ordered, RSD reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense, or to purchase from other sources and deduct the cost from the successful bidder's contract.

13. Contract Provisions

- a. As required by Executive Order 12549, the undersigned certifies the following:
 - 1) The bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency according to Executive Order 12549 title Debarment and Suspension.
 - 2) The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - 3) Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.
- b. Federal Work Authorization Program ("E-Verify") Forms 23.1 and 23.2
 - 1) Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of \$5000.00 with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verified). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

14. Proposals

- a. Proposals will not be returned.

Rockwood School District
General Bid Terms and Conditions
2017-2018

I have read the above bid terms and conditions and agree to them all.

Bidder's Company Name: _____

Authorized Signature: _____

Email Address: _____ Phone: _____

Date: _____