

**REQUEST FOR BID
BLUE VALLEY UNIFIED SCHOOL DISTRICT NO. 229**

Blue Valley School District
Attention: Teresa Varner
14950 Metcalf
Overland Park, Kansas 66223

Date: April 5, 2023
Bid No.: 23029
For: Beverages

BID #23029

EMAIL BID RESPONSE BY:

Date: April 26, 2023
Time: 1:00 p.m.

purchasing@bluevalleyk12.org

**CONDITIONS UNDER WHICH BIDS ARE REQUESTED ARE INCLUDED.
PLEASE REVIEW THOROUGHLY.**

You are invited to bid for any or all items as defined below which are available from your company for the Food Service Department in the Blue Valley Unified School District. The following terms and conditions shall apply unless otherwise modified by the District in writing.

Blue Valley personnel will be the sole judge of a product's quality and fitness of purpose. Vendors may be expected to submit samples and/or arrange for demonstration of products upon request.

Any questions regarding bid procedures or questions regarding bid specifications should be sent in writing to: **purchasing@bluevalleyk12.org** by **April 19, 2023, 5:00 PM CST**. Questions and answers will be distributed to all responding parties via email.

We are including only one copy of the bid. All price quotes need to be submitted on company letterhead or company provided forms. The bid price is to be the unit price of the item and must be F.O.B. Destination. **Do not include sales tax.**

Final results of the bid will be emailed to all participants within 10 days after bid opening.

THIS BID IS NOT TRANSFERABLE

BID TERMS AND CONDITIONS

1. Blue Valley USD 229 (“School District”) reserves the right to reject any or all bids, to accept any item or items in the bid and to waive any informality in bids.
2. Prices quoted are to be free of all federal, state and local taxes, except those taxes from which the School District is not exempt.
3. The supplier represents that the price or prices specified in the bid do not exceed the supplier’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.
4. ~~Envelopes containing bids must be sealed and marked on the lower left hand corner with the company name and address of the supplier, bid control number, bid opening date, and quotation opening time.~~
5. The date when goods are actually received by the School District shall be the effective date of receipt.
6. The date when invoices are actually received by the School District shall be the effective date of receipt.
7. Deliveries are to be F. O. B. at a stated location and included in your proposal.
8. If the supplier refuses or fails to make deliveries of the materials or supplies within the time specified on the face of the request for bid or the purchase order, the School District may, by written notice to the supplier, terminate the right of the supplier to proceed with deliveries of the materials or supplies as to which there has been delay.
9. Advance written notice is to be given at the District Business Office at least two (2) work days before receipt of goods at the designated location.
10. In the event the School District cannot accept a scheduled delivery, it will notify the supplier of such delay as soon as possible.
11. All items furnished must be free from defects in materials and workmanship. Items will be subject to School District inspection and approval at any time within thirty (30) calendar days after delivery.
12. All items must be properly packed or crated to ensure delivery in good condition and in accordance with instructions listed on the face of the request for bid or purchase order, if any.
13. Rejected items will be held by the School District at the supplier’s risk and expense. No replacement of defective items shall be made by the supplier unless agreed to by the School District in writing.
14. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
15. Kansas State Law prohibits smoking in or on any Blue Valley USD 229 property. Compliance is required.
16. The supplier shall comply with the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1030) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry.

17. Indemnity and Hold Harmless: The supplier agrees to protect, defend, indemnify, and hold the School District, its Board members, officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, reasonable attorneys' 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 the error, omission or negligent act of the contractor. The supplier further agrees to investigate, handle, respond to, provide a defense for and defend any such claims at supplier's sole expense and agrees to bear all costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
18. Tax Exempt: School District is exempt from state and local sales taxes by virtue of Kansas Statutes Annotated 79-3606.
19. Supplier understands that the School District is subject to the Kansas Open Records Act, K.S.A. 45-215 et seq., as amended (the "Act"), and that any proposals made in response to a request for bid may be disclosed as required, in the sole opinion of the District, by the Act or other applicable law or judicial order. The School District assumes no responsibility for such disclosure and will not be held liable for any damage or injury that may result from any disclosure that may occur. By submitting a response to a request for bid, Supplier agrees to defend, indemnify, and hold School District harmless from and against all claims, demands, costs, and expenses, including reasonable attorneys' fees, arising as a result of School District's disclosure or refusal to disclose response information provided by Supplier.
20. Payment of the supplier's invoice 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.

BLUE VALLEY USD #229 - PAYMENT TERMS:

- Payment can take 30-60 calendar days depending on when goods or services are received, orders are verified, and the date the invoice is received in Accounts Payable.
- Invoices received by Accounts Payable, and orders verified by the 15th day of the month will be paid/mailed on or about the 15th day of the following month. Invoices received and orders verified on or after the 16th day of the month will be paid the second month following on or about the 15th day of the month.
- The School District does not require the acceptance of a credit card as its form of payment and will still offer checks. However, would you accept a credit card as the School District's form of payment for your goods and services understanding the requirements below?
Yes_____ / No_____

Note: Acceptance of Credit Card Payment

- *Will not change payment terms or timelines.*
- *Cannot increase the proposed costs as outlined in your Bid or RFP response.*
- *The vendor cannot charge any additional fees for the acceptance of credit card payment.*
- *We will need to work with you to set up the payment details.*

ADDITIONAL CONDITIONS

1. Prices will be effective from July 1, 2023 – June 30, 2024.
2. The projected annual usage is based on the District's historical purchases. The District reserves the right to increase or decrease the quantity listed for any bid item. The estimated annual product quantities are intended only as a useful guide, and do not imply a guarantee on the part of the District to purchase stated quantities as a minimum or maximum.
3. This bid does not imply the successful bidder will have an exclusive contract with the District. The District has the right to purchase any item from another vendor. The District will make attempts to group products with one vendor.
4. To bid, submit a complete list of your products with the following information: Unit Cost, Number of units per package, Nutritional Information.
5. Evaluation. The District will evaluate the bids in accordance with the following criteria: pricing, service, delivery ability and experience with school districts, references from school district, financial stability of company, safety and sanitation.
6. References. Each bidder must submit three (3) references from current school district customers. References shall include mailing address, telephone number and name of individual to contact. The company shall have acceptable experience in providing the services as described in this bid document. District shall be the sole judge of what is acceptable experience.
7. Bidders will allow District personnel to inspect annual financial statements, at the site of the bidder. Documents will not be removed from the site of the bidder.
8. There are fifteen delivery locations (kitchens). Five High Schools, Nine Middle Schools, and Academy. Delivery requirements to each site would require 1 delivery a week depending on the quantity of product used.
9. Attached is a district map with addresses for all locations. Deliveries will be provided for each kitchen between 7am and 1:30pm.
10. Vendors must submit a tentative delivery schedule showing the day of the week and approximate time each school can anticipate delivery.
11. Orders will be scanned and emailed. Individual schools are not allowed to order products without prior approval of the District.
12. Vendors must submit any minimum delivery requirements.
13. Products will be checked by the Food Service Manager or designer in each building. Invoices must be signed, and shortages noted.
14. If product formulations change and/or pack size change prior to or during contractual period, it is the responsibility of the bidder to notify the District.
15. If a product recall is instituted on an item that has been furnished and delivered, the bidder will immediately relay both verbally and in writing all pertinent information of recall. The bidder will be responsible for all costs associated with replacement of product.

16. Product that is damaged or spoiled will be picked up for credit and or replacement at the site kitchen manager's choice.
17. Each delivery must be accompanied by one original delivery receipt at the time of delivery. Delivery receipts must be signed at the time of delivery by the cafeteria manager or other designer for authorization of payment. Payment of the seller's invoices is subject to adjustment for any shortage, or for rejection of any item or items.
18. The agreement and contract can be terminated at any time upon the discretion of the School District for any reason with 30 calendar days written notice.
19. The supplier shall have General Commercial Liability Insurance at a minimum level of \$1,000,000. Certificate of Insurance will be provided to the District and list Blue Valley School District as additional insured.
20. Vendor shall allow District to visit/inspect facility or operation upon request.
21. To bid, submit a complete list of your products with the following information: Product name, Unit Cost, Nutritional Information, Pack Size, Return signed copy of agreement statement.
22. 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 exclusions 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." SAM Exclusions 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.
23. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 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.
24. As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).
 - a. Substantially is defined as that of which the final processed product contains 51% or more of agricultural commodities which were grown domestically. The CONTRACTOR shall provide to the SPONSOR appropriate documents, i.e. attestation statements, country of origin labeling, to document compliance with the Buy American provision.
 - b. Exceptions to the Buy American provision 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 to a designated official, a minimum of 10 day (s) in advance of delivery. The request must include the:

- i. Alternative substitute(s) that are domestic and meet the required specifications:
 1. Price of the domestic food alternative substitute(s); and
 2. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
- ii. Reason for exception: limited/lack of availability or price (include price):
 1. Price of the domestic food product; and
 2. Price of the non-domestic product that meets the required specification of the domestic product.

Blue Valley Unified School District No. 229
Food and Nutrition Services
Bid: 23029

Beverages: Approximate usage for a year of all bottled and canned noncarbonated beverages is listed below. Current sizes are 8-ounce, 10-ounce, 11.5-ounce, 12-ounce, 16 ounce, and 20 ounce canned or plastic bottles. Provide price, available flavors, volume and pack size and nutritional analysis. Products will be available at all High Schools and some items at the middle schools.

Carbonated Soda Beverages: Approximate Usage for year of all canned carbonated beverages is listed below. Current sizes are 12-ounce cans. Provide price, available flavors, volume and pack size and nutritional analysis. Products will be available only for catering and delivered to Blue Valley Academy for catered events.

1. Bottled Sport Drinks (Must be less than 10 calories per 20oz) 20 oz.: **65,500** units.
(Examples include: Powerade Zero, Gatorade Zero)
2. Bottled Diet Flavored Sparkling, Carbonated Water (Must be less than \leq 10 calories per 20 oz.) 17 oz. to 20 oz.: **55,000** units
(Examples include Sparkling ICE, Cascade Ice)
3. Bottled Flavored Diet Non-Carbonated Light drinks (Must be less than \leq 10 calories per 20 oz.) 20 oz.: **23,000** units
(Examples include Minute Maid Limeade, Mango Passion)
4. Bottled Low/No Calorie Sport Drinks (Must be less than \leq 10 calories per 20 oz.) 16.9oz: **28,500** units
(Examples include Gatorade Propel)
5. Bottled Sport Drinks: 12 oz: **22,000** units
(Gatorade, G2, Armor Lyte)
6. Bottled Diet Tea Drinks (Must be less than \leq 10 calories per 20 oz.) 20 oz.: **45,000** units
*Preference to have multiple flavors (Example include Snapple, Lipton Green Tea)
7. Bottled Diet/Plain Tea Drinks (Must be less than \leq calories per 20 oz.) 12 oz.: **2,475** units
(Examples include Red Diamond)
8. Bottled 100% Juice 10 oz.: **95,000** units
9. Canned Sparking Drinks 8 oz., 8.3 oz.: **67,000** units
(Examples include Envy)
10. Canned 100% Juice 11.5 12 oz.: **62,500** units

(Examples include Snapple, Welch,)

11. Canned carbonated Drinks 12 oz: **5,000** units
(Examples include Coke, Pepsi)
12. Bottled Water: 20 oz. Purified by distillation, deionization, or reverse osmosis: **110,000** units
If available provide pricing for screw cap and sport top, no private label.
13. Canned Diet Carbonated Caffeinated Sparkling Water (Must be less than \leq 10 calories per 20 oz.) 16 oz.:
44,000 units
(Examples include Sparkling Ice w/ Caffeine)

Bid:23029

Bid price is to be the unit price of the item. The unit cost times case size must equal case cost.

Item	Description	Estimated Qty	Unit Cost	Case Size	Case Cost
1	20 oz. Bottled Sports Drink	65,500			
2	17 oz. to 20 oz. Bottled Diet Sparkling Water	55,000			
3	20 oz. Bottled Diet Non-Carbonated Light Drinks	23,000			
4	16.9 Bottled Low Calorie Sport Drink	28,500			
5	12 oz. Bottled Sports Drink	22,000			
6	20 oz. Bottled Diet Tea Drinks *Preference to have multiple flavors. Please include the flavors and the price for each flavor.	45,000			
7	12 oz. Bottled Diet/Plain Tea	2,475			
8	100% Juice 10 oz. bottle	95,000			
9	8 oz. Canned Sparkling Drinks	67,000			
10	100% Canned Juice 11.5 oz or 12oz	62,500			
11	12 oz. Canned Carbonated Drinks Pepsi, Coke, 7up Assort.	: 5,000			
12.	20 oz. Bottled Water	110,000			
13	16 oz. Canned Caffeinated Carbonated Water	44,000			

Period of Service:

Effective: July 1, 2023, through June 30, 2024.

I understand the terms and conditions of this bid:

Company

Authorized Signature

Company Address

Date

Telephone Number

Fax Number

Email Address