

**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.: 23031  
For: Milk & Dairy

**BID #23031**

**EMAIL BID RESPONSE BY:**

Date: April 26, 2023  
Time: 1:30 a.m.  
purchasing@bluevalleyk12.org

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

You are invited to bid prices for milk and dairy products for the Food Service Department in the Blue Valley Unified School District. Vendors are invited to bid as both a fixed cost and as an escalating clause costing structure. The District may accept either price structure as bid by the vendor. Prices will be effective from July 1, 2023, through June 30, 2024. Prices are to be free of all federal, state, and local taxes.

All items are to be as specified. All deviations from the exact specifications must be clearly documented, illustrated, and duly noted on the bid form. Blue Valley personnel will be the sole judge of a product's equality and fitness for intended purpose. Vendors will be expected to submit a sample 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.**

**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, considering the quantity and/or service under consideration.
4. When submitting a substitute product or service as equal, the full name and illustrated description must be given in the bid response. The School District reserves the right to decide upon suitability of the product or service for the intended use. Upon request, samples of substitute products or services must be submitted. Substitute items furnished must be manufactured in compliance with all existing legal or governmental directives.
- ~~5. 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.~~
6. The date when goods are actually received by the School District shall be the effective date of receipt.
7. The date when invoices are actually received by the School District shall be the effective date of receipt.
8. Deliveries are to be F. O. B. at a stated location and included in your proposal.
9. 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.
10. Advance written notice is to be given at the District Business Office at least two (2) workdays before receipt of goods at the designated location.
11. In the event the School District cannot accept a scheduled delivery, it will notify the supplier of such delay as soon as possible.
12. All items furnished must be free from defects in materials and workmanship. Items will be subject School District inspection and approval at any time within thirty (30) calendar days after delivery.
13. All items must be properly packed or crated to ensure delivery is in good condition and in accordance with instructions listed on the face of the request for bid or purchase order, if any.
14. 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.
15. 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.

16. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
17. Kansas State Law prohibits smoking in or on any Blue Valley USD 229 property. Compliance is required.
18. 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.
19. Tax Exempt: School District is exempt from state and local sales taxes by virtue of Kansas Statutes Annotated 79-3606.
20. 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. 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.
21. 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 15<sup>th</sup> day of the month will be paid/mailed on or about the 15<sup>th</sup> day of the following month. Invoices received and orders verified on or after the 16<sup>th</sup> day of the month will be paid the second month following on or about the 15<sup>th</sup> day of the month.
- The School District is not requiring 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 setup the payment details.*

## **ADDITIONAL CONDITIONS**

1. Prices will be effective from July 1, 2023, through June 30, 2024.
2. The agreement and contract can be terminated at any time upon the discretion of the School District for any reason within thirty (30) calendar days written notice.
3. This request for bid contains a specification sheet with projected usage 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 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.
4. Consideration will be given to consolidation of products for cost effective delivery. You have been sent information reflecting the District's historical purchases. The District reserves the right to increase or decrease the quantity listed for any bid item, with notice to all other recipients of this Request for Bid.
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. Vendor shall allow District to visit/inspect facility or operation upon request.
8. The contract will be awarded to only one vendor. No minimum delivery charges will be added. The District will do everything possible to purchase in quantities to meet minimum delivery demands.
9. Quantity discounts and delivery terms will be considered in awarding a contract.
10. There are thirty-four delivery locations (kitchens). Attached is a district map with addresses. All high schools must be delivered between 6 am and 10 am, Middle schools may be delivered between 6:30 am and 2:00 pm, and Elementary Schools, Blue Valley Academy between 7:00 am and 2:00 pm. Any deviations from the delivery time must be included on an alternate bid form. Delivery times are to meet the needs of the building. All schools require every other day delivery as otherwise agreed upon with the District to meet current needs. Emergency deliveries may be necessary to ensure every student has milk as required for the National School Lunch Program. Changes to delivery dates will be required to accommodate holidays and other non-student days.
11. One monthly statement is to be sent to Blue Valley School District, Food and Nutrition Services, PO Box 23901, Overland Park, Kansas 66283-0901.
12. All products are to be kept at proper temperature prior to and during delivery. Refrigerated trucks or other means of refrigeration must be used when delivering all products. Deliveries are to be

placed in the designated storage areas or coolers at each delivery site. Stock is to be rotated. All items past their expiration date will be picked up and credit will be given on delivery slips. School designated staff will check temperatures of the product and the quantity delivered.

13. All milk is to be delivered in clean containers. Soiled, frozen, damaged or partially filled cartons will not be accepted at any time. Any such cartons will be returned to the vendor, and credit for such milk will be noted on daily delivery slips.
14. Each delivery must be accompanied with one original delivery receipt at the time of delivery. Delivery receipts must be signed at the time of delivery by cafeteria manger or other designee 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.
15. All unused milk is to be collected by the bidder before all vacation periods, with credit to be issued to the District for such collections.
16. Samples of milk will be requested at the supplier's expense in order for the District to determine the quality of the product and student acceptance. District may decide to complete a student preference survey, or student sample testing, to determine customer preference.
17. 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.
18. 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.
19. 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.
20. 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.

**BID #23031 – Milk & Dairy**

**Supplier** \_\_\_\_\_

Item	PRODUCT	SPECIFICATION	ESTIMATED ANNUAL QTY	COST PER UNIT FIRM	EXTENDED COST FIRM	COST PER UNIT ESCALATED	EXTENDED COST ESCALATED
1	Chocolate Flavored 1% Fat Free Milk	1/2 pint of chocolate flavored milk with 1% milk fat, vitamin A added Paper Carton Containers	875,000				
2	1% Reduced Fat Milk	1/2 pint of white reduced fat milk, with 1% milk fat, Vitamin A added Paper Carton Containers	185,000				
3	Chocolate Flavored 1% Milk	12 oz. bottle of chocolate milk, with 1% milk fat, Vitamin A added	24,000				
4	Strawberry 1% Milk	12 oz. bottle of strawberry milk, with 1% milk fat, Vitamin A added	7,000				
5	Sour Cream	Grade A, Regular Sour Cream, 5# container	350				
6	Cottage Cheese	2% fat, small curd, Low fat Cottage Cheese, 5# container	100				
7	Yogurt, low fat	Grade A, Low fat/Nonfat with Active culture, 6 oz. container Flavors: Blueberry, Cherry Vanilla, Boysenberry, Peach, Raspberry, Vanilla, Strawberry,	6,000				
8	Yogurt, low fat	Grade A, Low fat/Nonfat with Active culture, 5# container Flavors: Vanilla, Blueberry, Strawberry	2,000				
9	Juice-Orange	100% orange juice, 4 oz. carton	250,000				
		TOTAL COSTS			\$		\$

**I understand the terms and conditions of this bid:**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone Number / Fax Number