

Invitation to Bid
Kansas School Food Purchasing Association (KSFPA)
Annual Food & Supplies Bid

The Kansas School Food Purchasing Association (hereinafter referred to as KSFPA) is seeking bids on the following products or services for the school year 2022-2023 (July 1, 2022 - June 30, 2023). All bidders are welcome to supply bids according to the specifications and requirements contained within this bid request.

Bid Submission, Acceptance, and Opening

All bidders must comply with K.S.A.44-1030 regarding Equal Opportunity Employment. Bids and bid processes will comply with all Kansas bid laws. Contracts resulting from a bid that is found to be contrary to law may be revoked.

Bids may be submitted by mail, hand delivery, fax or email **The preferred submission method is via email and all bid documents may be electronically signed.** Bids must be submitted via one of the outlined methods no later than **10:00 A.M. (all times are central time) April 14, 2022.** Bids will be opened* at **10:30 A.M on Thursday April 14, 2022.** KSFPA is not responsible for bids not delivered prior to the opening time by outside agencies, or server delays. All bids received after the posted date and time will be rejected and will be returned unopened if received via delivery or mail. KSFPA reserves the right to reject any and all bids.

Mail or Hand delivery: Bids must be submitted in a sealed envelope and marked in the lower left-hand corner as “KSFPA SY 22-23 Bid”.

Please address the envelope to:

KSFPA SY 22-23 Bid
Attn: Carla Gilbert
PO Box 130
628 E Mulvane
Mulvane, Kansas 67110

Fax: (Confidentiality is not guaranteed). Bids sent by fax should be clearly noted as a bid and should be addressed to Carla Gilbert and marked with the words “KSFPA SY 22-23 Bid” at the top of the bid. The USD 263 administrative fax number is 316-777-3001. USD 263 personnel will place all bids received by fax into a sealed envelope to await bid openings.

E-mail: Send to cgilbert@usd263.org. Bids received at other email addresses will be rejected. Please mark the subject line as “KSFPA SY 22-23 Bid”. USD 263/KSFPA are not responsible for delays in server transmission and will reject all bids not received by the specified date and time. Confidentiality of bids received via email cannot be guaranteed. All bids received via email will be printed and placed in a sealed envelope by USD 263 personnel to await bid openings.

Questions concerning bid or product specification may be directed to Richard Hampton at 316-777-0442 or email rhampton@usd263.org

Initials

KSFPA 2022-2023

Kansas School Food Purchasing Association

Paper of Record:

Wichita Eagle
330 N. Mead St.
Wichita, Kansas 67202

Officers:

President: Molly Rainey
molly.rainey@usd262.net

Secretary/Bid Coordinator: Richard Hampton
rhampton@usd263.org

Advisor: Jeanne Munsell
jeannemunsell@gmail.com

Members:

1. Bill Froese
McPherson USD 418
514 N Main St
McPherson, KS 67460
bill.froese@mcpherson.com
2. Brenda Hastings
Clearwater Schools USD 264
151 S. 1st Avenue
Clearwater , Kansas 67026
bhastings@usd264.org
3. Darcy Odell
Rose Hill USD 394
104 N Rose Hill Road
Rose Hill, KS 67133
dodell@usd394.com
4. Elaine Gaeddert
Newton USD 373
308 E 1st St
Newton, KS 67114
elaine.gaeddert@usd373.org
5. Molly Rainey
Valley Center USD 262
143 S Meridian Ave,
Valley Center, KS 67147
molly.rainey@usd262.net
6. Richard Hampton
Mulvane USD 263
PO Box 130
Mulvane KS, 67110
rhampton@usd263.org
7. Christine Maxwell
Goddard USD 265
201 S Main St
Goddard, KS 67052
cmaxwell@goddardusd.com
8. Krysanna Allen
Udall Public School, USD 463
303 Seymore St
Udall, KS 67146
krysannaallen@usd463.org
9. Michael Janzen
Circle Public Schools USD 375
901 Main St
Towanda, KS 67144
mjanzen@usd375.org
10. Gina Lee
Haysville Public Schools USD 261
1745 W. Grand
Haysville, KS 67060
ginalee@usd261.com

Bid & Excel Document Instructions:

1. KSFPA will have all required documents signed via electronic signature.
2. Any changes or additions to this bid will be sent to all bidders and updated on the bid document website as addendums with an assigned number. See page 10.
3. Fill in all documents and forms with requested information. Please round all prices to two decimal points.
4. All documents are part of the bid package and must be submitted by the dates and times listed in this document.
5. Instructions are included in the bid sheet under the "Instructions" tab.
6. Products with a zero usage case count do not require a bid.
7. Products are listed with a description including quality grade & unit size along with manufacturer name & product code.
8. Column "J" is the Co-Op estimated usage.
9. **Substitute equal products may be bid for any listed product on the bid.**
10. Equal products* should be equal in serving sizes, component contribution and cooking processes.
11. Products without a stated manufacturer & code are to be bid using the Item description matching quality grade, unit size & "Buy American" regulations.
12. If bidding the KSFPA approved manufacturer product as stated in columns "B", "C" & "D" you will fill in columns "K" (bid price), "N" (item #) and "O" (special order) "Yes".
13. If bidding a **substitute** product equal to the approved product as stated in columns "B", "C" & "D" you will fill in columns "K" (bid price), "N" (item #) and "O" (special order) "Yes". You must also fill in columns "G" (alternate product brand and code) "H" (unit size) & "I" (units per case).
14. If a product substitution is bid for a product that has a stated meal contribution. The vendor must supply upon request; nutritional information and CN Label or Product Formulation Statements from the manufacturer as to the meal crediting pattern for the substituted product.
15. **Product documentation for substitution items are to be supplied to the Co-Op no later than April 1, 2022. This gives the bid coordinator time to document that this will be an equal substitution.**

***EQUAL PRODUCTS** must be equal to the item listed on the bid in ALL of the following criteria:

- Meat/meat alternate equivalent
- Grain/Bread equivalent
- Vegetable equivalent
- Fruit equivalent
- Cooking process (example: canned soup may only be replaced with canned soup..frozen soup requires a longer cooking time and is not interchangeable in all recipes)
- Nutritional Analysis - Many items are purchased for "Smart Snacks" and must be smart snack compliant for schools to sell the snack items.

For questions regarding the bid document or product substitutions please contact Richard Hampton at 316-651-7981 or via email at rhampton@usd263.org

Vendor procurement requirements and information

The KSFPA bid is a line item bid. The bid will be awarded to the lowest responsible and responsive bidder or bid/offer most advantageous to the program with price being the primary factor **on each line. Price is the primary factor for the bid award.**

KSFPA will award the bid to the 2 vendors with the highest dollar percentage of the bid. (Cases nor number of lines bid will be relevant) All other vendors will be eliminated from the bid for the current bid year. Line items that were won by a vendor that is eliminated, will be reassigned to the lowest bid from the 2 vendors that won the bid.

Bid Item Substitutions: All items on the bid may be substituted with an item that is equal to the Approved Manufacturer ID on the bid. If an alternate product is bid, all required information must be supplied on the bid document. Item substitutions for documented meal components will require CN or Product Formulation documentation. This documentation must be submitted to the bid coordinator by April 1, 2022. This allows for time to make sure the product is an Equal acceptable substitution. Other vendors will be allowed to provide a bid on that specific item as well.

Termination

1. Material Breach: In the event either party commits a material breach, the non-breaching party may terminate this agreement for cause by giving sixty (60) days written notice. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this agreement.
2. Notwithstanding the previously stated breaching provision, the Member Schools may terminate this contract for breach/neglect as determined by the Member Schools with written notification to the Vendor, in regard to such items as failure to maintain and enforce required standards of sanitation, failure to provide required periodic information/statements, or failure to maintain quality of service at a level satisfactory to the SPONSOR.
3. The CONTRACTOR and the SPONSOR may each terminate this agreement without cause by 30 days written notice to the other party of its intent to terminate.
4. The rights of termination in this agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.

Initials

Debarment and Suspension (E.O.s 12549 and 12689)—All parties doing business with the Department of Agriculture should consult the Department's regulations for debarment and suspension found at 7 CFR 3017. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

Initials

Buy American Provision

1. As required by the Buy American provision, all products must be of domestic origin as required by 7CFR Part 210.21 (d).
2. Each Member School 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 US or is processed in the US substantially using agricultural commodities that are produced in the US as provided in 7 CFR Part 210.21 (d).
3. 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:
 - a. Alternative substitute(s) that are domestic and meet the required specifications:
 - i. Price of the domestic food alternative substitute(s); and
 - ii. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
 - b. Reason for exception: limited/lack of availability or price (include price):
 - iii. Price of the domestic food product; and
 - iv. Price of the non-domestic product that meets the required specification of the domestic product.

Initials

KSFPA Covid-19 Clause

Due to the COVID-19 coronavirus pandemic KSFPA will NOT guarantee that the case counts on the bid will be purchased by each district during the school year 22-23 if the virus causes continued school closures or disruptions. School districts make every effort to use cases that are bid in a normal school year. However with school schedule changes, school closures and changes in meal service etc. it is extremely difficult to estimate usage of food products for the 22-23 school year. Schools will stay in constant contact with vendors who win the bid communicating product needs as the pandemic continues. The bid Award will be calculated on the estimated case counts sent on the original bid spreadsheet.

School districts also understand products may not always be available or in stock due to the supply chain disruption. Be assured the districts will continue to work with the vendors to make this year a successful partnership as we work together to get through the COVID-19 pandemic. Please CALL Richard Hampton with questions 316-651-7981.

Initials

KANSAS SCHOOL FOOD PURCHASING ASSOCIATION
Invitation to Bid & VENDOR GUIDELINE CONTRACT
BID REQUEST: RFB#0311-2022-FS

1. Vendors must be a full service company and bid on a majority of the items in the catalog.
2. Vendors must be able to service all current Co-Op member schools.
3. Vendors must provide online ordering for all items, bid & non-bid.
4. Vendors must complete form 13-A Certification Regarding Debarment and other documents upon submission of bid. (All documents will be available for online signature submission)
5. Vendors must supply a **HACCP** compliance statement to each member school.
6. Vendors must have a product safety recall system in place.
7. Vendors must deliver products in accordance with HACCP guidelines. Refrigerated products should be received between 35 F - 41 F. Frozen products should be "frozen solid" with no signs of ice crystals or wet boxes. Products which do not meet these requirements will be refused
8. Vendors must document, credit, product returns or product refusal and pickup policies in writing. Credits must be applied in a timely manner.
9. Vendors may not charge fuel/delivery or restocking fees for returned or refused items.
10. Vendors must submit price escalations in writing to the bid coordinator. KSFPFA may request documentation as to the reason for the price increase. Bid prices must be honored **4 weeks after the notification date**. Items which escalate in price, will be offered to the next lowest bidder or re-bid.
11. Vendors must supply the most current available nutritional data and CN labels or product formulation statements for product substitutions taking place after the bid award as soon as possible.
12. Brokers may obtain KSFPFA membership information, bid products catalog and bid awards lists from vendors.
13. Vendors or distributors will supply rebate forms on all products as made available by manufacturers. Distributors will supply velocity reports as requested by the school districts.
14. Vendors must receive prior approval for product substitutions.
15. Vendors that have frequent product outages, price increases, pricing errors, delivery issues, or other problems may result in termination of the current year's bid contract and exclusion from future bids. The vendor may petition the Steering Committee for reinstatement.
16. KSFPFA members will order products on an as needed basis.
17. KSFPFA members will work with vendors to forecast regular product usage and special order product needs.
18. KSFPFA members will work with vendors to set approved delivery schedules and times.
19. KSFPFA members will make an effort to purchase non-bid items, from those vendors who are awarded bids for the current purchasing period.
20. If a food service company currently on the vendor list for the KSFPFA is sold, the membership of the association is under no obligation to honor bids from the new ownership.

Authorized Vendor Representative:

Name: (Print/Type) _____ Title: (Print/Type) _____

Signature: _____ Date: _____

Authorized KSFPFA Representative:

Name: (Print/Type) Richard Hampton _____ Title: (Print/Type) Bid Coordinator/KSFPFA Secretary _____

Signature: _____ Date: _____

**Certification Regarding Debarment,
Suspension, Ineligibility, and Voluntary Exclusion –
Lower Tier Covered Transactions**

U. S. DEPARTMENT OF AGRICULTURE

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's 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 with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is being presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Authorized Vendor Representative:

Company Name: (Print/Type) _____

Name: (Print/Type) _____ Title: (Print/Type) _____

Signature: _____ Date: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, continued

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "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 person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier 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 with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.
7. 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 determined the eligibility of its principals. Each participant may, but is not required to, check the Non-purchase List.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records 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.
9. Except for transactions authorized under paragraph five 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION INDIVIDUAL OR COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF ISRAEL**

In accordance with HB 2409, 2017 Legislative Session, the State of Kansas shall not enter into a contract with any Individual or Company to acquire or dispose of services, supplies, information technology or construction, unless such Individual or Company submits a written certification that such Individual or Company is not currently engaged in a boycott of Israel.

As an Individual or Contractor entering into a contract with the State of Kansas, it is hereby certified that the Individual or Company listed below is not currently engaged in a boycott of Israel.

Authorized Vendor Representative:

Company Name: (Print/Type) _____

Name: (Print/Type) _____ Title: (Print/Type) _____

Signature: _____ Date: _____

For Internal Use Only

Vendor Number: _____

Contract Number: _____

CR Number: _____

PA Number: _____

KSFPA Addendums to RFB#0311-2022-FS

#	Date	Note/Information
1		
2		
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USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(4) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.