KANSAS CITY KANSAS PUBLIC SCHOOLS / USD 500

PURCHASING OFFICE | 2010 N. 59TH STREET | ROOM 370 \ KANSAS CITY, KS 66104
WEB SITE: WWW.KCKPS.ORG/PURCHASING

PRODUCE VENDOR

BID NO: **IFB 16-047** **ISSUE DATE:** **OCTOBER 3, 2016**

Kansas City Kansas Public Schools will receive sealed bids, on this form at the Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, KS 66104 until **2:00 PM., October 31, 2016**, at which time bids received will be publicly opened and read, all in accordance with bid instructions, specifications and/or bid conditions attached hereto or as shown below.

Contact/Technical Contact:
Wayne C. Correll, Purchasing Manager | (913) 279-2270 | eMail: wayne.correll@kckps.org

BID INSTRUCTIONS:

FAXED BIDS WILL NOT BE ACCEPTED / EMAILED BIDS WILL NOT BE ACCEPTED.

Per attached specifications listed in this invitation to bid. Bidders must specify unit price on services/rates/deliverables on the Bid Form or bid may be determined to be non-responsive.

- Pricing shall be FOB Kansas City, KS (All freight and fuel charges must be included in the bid price) delivered to the Nutritional Services Warehouse, 2116 N. 18th Street, Kansas City, KS or to buildings located within the boundaries of the school district. Please respond according to the quantities requested.
- Award will be to ONE vendor.
- Please indicate any commodities your firm is offering that do not meet the written specifications and attach literature for the solution that your firm is offering. Please be advised that samples/demonstrations may be required prior to the awarding of the bid. Please quote all options called for in this bid quote as minimum requirements.
- The District reserves the right to reject any or all bids, to waive any informalities, irregularities or technical defects in bids, and unless otherwise specified by the District to accept any item or groups of items in the bid, as may be in the best interest of the District.
- Time (days, weeks, etc.) required for delivery is a significant consideration with respect to this award process. The time required for delivery must be indicated in the space provided or your bid may be found non-responsive and may not be considered.

- Bid shall include copies of pertinent warranty information pertaining to the product or service offered. The bidder agrees that equipment furnished under any resultant purchase order issued by Kansas City Kansas Public Schools shall be covered by commercial warranties the contractor gives to any customer for such supplies. All warranty information and certificates shall be furnished and become the property of the District upon delivery and acceptance of said items and/or the contractor must honor services and all rights and remedies stated in the warranties.
- All items are new manufacture unless otherwise specifically stated in this bid.
- All products must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles or items having defective workmanship are included.
- Bid may not be considered if a service charge, minimum dollar or minimum quantity order is applied.
- The outcome of this bid will be posted on the District's Purchasing site http://www.kckps.org/index.php/awards-section and will include a bid tabulation summary.
- Bidder shall acknowledge all addenda for this bid and include the form acknowledgements with their bid.

STANDARD TERMS & CONDITIONS

1. SCOPE:

The following terms and conditions shall prevail unless otherwise modified by Unified School District #500 (U.S.D. #500) within this "Request for Proposal" document. U.S.D. #500 reserves the right to reject any bid which takes exception to these terms and conditions.

2. DEFINITIONS AS USED HEREIN:

a. The term "Invitation to Bid" (IFB) means a solicitation of a formal sealed bid to furnish and deliver food and supply products.
b. The term "Bidder" means the offerer or vendor submitting a "proposal to Furnish and Deliver Food and Supply Products".
c. The term "bid" means the price proposed by the bidder.
d. The term "U.S.D. #500" means Unified School District No. 500.
e. The term "Board of Education" or "BOE" means the governing body of Unified School District No. 500
f. The term "Supplier" means the successful bidder.
g. The term "NSO" refers to the Nutritional Services Office of U.S.D 500, whose business address is 2112 North 18th Street, Kansas City, KS 66104.
h. The term "facility" and "unit" refer to the District's nineteen (19) production kitchens.
i. The term "District" refers to U.S. D. #500

3. COMPLETING BID:

Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and/or erasures must be initialed. The authorized bidder must provide signature on form provided and all required information must be provided at the proposal's submission.

4. CONFIDENTIALITY OF BID INFORMATION:

Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the proposal prior to its opening. Supporting document(s) and/or descriptive literature may be submitted with the proposal or in/under a separate envelope clearly labeled "Literature Supporting Proposal to Furnish and Deliver Food and Supply Products". Do NOT indicate bid prices on this literature.

5. ACCURACY OF BID:

Each bid is publicly opened and is made part of the public record of the District. Therefore, it is necessary that any and all information presented is accurate in that the successful bidder will be bound to the terms of the contract. If there is a discrepancy between the unit price and extended total on the proposal's Market Basket document (Attachment A), the unit price will prevail.

6. SUBMISSION OF BID:

Bids are to be sealed and submitted to:

Purchasing Manager,
2010 N. 59th Street, Room 370
Kansas City, Kansas 66104

Prior to bid opening.

7. ADDENDUM:

All changes in connection with this RFP will be issued by the Director of Nutritional Services or Purchasing in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the proposal.

8. LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:

Proposals received after the deadline designated in this IFB document shall not be considered and shall be returned unopened.

9. PROPOSAL'S BINDING:

All proposals submitted and accepted by the District shall be binding upon the bidder within sixty (60) days of the proposal's acceptance.

10: EQUIVALENT BIDS:

When brand or trade names are used in this RFP, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "ONLY" or "NO SUBSTITUTES". Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be supplied at no charge to the school district.

11. NEW MATERIALS, SUPPLIES OR EQUIPMENT:

Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, and suitable for their intended purpose. All equipment shall be assembled and fully services, ready for operation when delivered.

12. WARRANTY:

Supplies or services furnished as a result of this proposal shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the District by any other clause of this proposal, the District reserves the right to request from bidders a separate manufacturer certification of all statements made in the proposal.

13. METHOD OF AWARD AND NOTIFICATION:

Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose proposal conforms to specifications and whose proposal is considered to be the best value in the opinion of The District. The District reserves the right to reject any or all proposals and any part of a proposal; to waive informalities, technical defects, and minor irregularities in proposals received; and to award the bid on a item by item basis, by specified groups of items or to consider bids submitted on an "all or nothing" basis if the proposal is clearly designed as such or when it is determined to be in the best interest of the District.

14. DELIVERY TERMS:

All deliveries shall be F.O.B. (Free on Board). Destination and all freight charges shall be included in the bid price.

15. DAMAGED AND/OR LATE SHIPMENTS:

The District has no obligation to accept damaged shipments and reserves the right to return at the Supplier's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the item(s). The Supplier is responsible to notify NSO of any late or delayed shipments. NSO reserves the right to cancel all or any part of an order if the shipment is not made as requested.

16. CREDIT TERMS:

Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.

17: SELLERS INVOICE:

Invoices shall be prepared and submitted in duplicate to designated facilities at time of delivery. Separate invoices are required for each delivery. Invoices shall contain the following information; facility account number and name, item number, invoice number, brand and description of supplies or services, pack size, quantity, unit price, extended totals and total charge.

18. TAX EXEMPT:

The District is exempt from Federal, State and local taxes by #KSF2LEKBLQ. Sites of all transactions under the order(s) that shall be derived from this IFB are to be deemed to have been accomplished within the State of Kansas.

19. SAFETY:

All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

20. DISCLAIMER OR LIABILITY:

The District will not hold harmless or indemnify any supplier for any liability whatsoever.

21. HOLD HARMLESS:

The contractor agrees to protect, defend, indemnify and hold the BOE, its officers, employees and agents free and harmless from and against all losses, penalties, damages, settlements, costs, charges, professional 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 this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any count, shall be included in the indemnity hereunder. The Supplier further agrees to investigate, respond to, provide defense for and defend any such claims, etc. at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

22. LAW GOVERNING:

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

23. ANTI-DISCRIMINATION CLAUSE:

No respondent to this RFP shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

24. DOCUMENT PREPARATION:

The proposal response shall not contain any material alterative or erasure (KSA 75-3740). No erasures, "whiteouts" or other changes shall appear on the proposed bid forms, as these are grounds for rejection of bid proposal.

24. BUY AMERICAN

All products purchased through the Prime Vendor will be American made unless a foreign product is 25%, or more, less expensive. All products shall be American made, unless specifically requested by the Produce Vendor to the Director of Nutritional Services with supporting documentation.

DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS.

1. GENERAL:

The Board of Education of U.S.D. #500, hereinafter referred to as "District", proposes to contract with an organization or individual, hereinafter referred to as "Supplier", whereby the Supplier will furnish and deliver food and supply products to the production kitchens of the District.

Attached is the Invitation to Bid (IFB) to be used for the submission of information requested herein. The RFP Form must be sealed and clearly addressed to the Purchasing Manager, 2010 N. 59th Street, Kansas City, Kansas 66104. The sealed envelope must be clearly marked "Proposal to Furnish and Deliver Food & Supply Products" and received no later than the bid due date.

2. AGENCY DESCRIPTION:

The District operates nineteen (19) production kitchens which provide breakfast and lunch to approximately 23,000 students daily and a-la-carte items to approximately 6,000 secondary level students daily. District average daily participation (ADP) for breakfast is ~14,000 and lunch is ~16,500. District schools are traditionally open from late August until mid-June except for New Stanley Elementary which is in session 12 months. Additionally, the District provides a meal service during the summer months for summer schools and community feeding sites.

3. CONTRACT SCOPE:

This contract is intended to cover foods and supplies in the following categories: dry goods, canned goods, frozen goods, meat, poultry and dairy products, bakery items and some paper, plastic and foil products. It is not intended to cover milk, ice cream, chemicals, fresh produce, or disposables.

4. CONTRACT PERIOD:

The contract shall be effective from **January 1, 2017** through **June 30, 2017.**

5. CONTRACT TERMINATION:

This agreement may be terminated at any time by the District upon sixty (60) calendar days written notice should the District determine that it is not in its best interest to continue the contract and/or the Supplier is not performing within the provisions and intent of this agreement.

This agreement may be terminated by the Supplier with (60) days written notice for failure by the District to comply with contract terms. Upon receipt of the termination notice, the District shall have twenty (20) days to correct non-compliance issues. If compliance is achieved, the Supplier shall cancel the termination notice.

6. CONTRACT IMPLEMENTATION:

Deliveries to the District will begin January 1. It is understood that the District will have excess inventory to deplete, valued at approximately $50,000. Volume of the contract will be less than normal during the first few weeks while inventory is used.

7. AUDITING:

Throughout the life of the contract, the District reserves the right to conduct audits a maximum of two (2) times per contract year. A maximum of thirty (30) items will be reviewed per audit. Audits shall verify that costs and amounts invoiced are in accordance with the terms of this agreement. Such audits will not unreasonably interfere with the conduct of the Supplier's business. The Supplier shall promptly reimburse the District for any and all overcharges disclosed by any such audit.

8. WORK STOPPAGES:

The bidder guarantees delivery to the District regardless of any organized work stoppages.

9. USAGE ESTIMATES:

NSO will provide to Supplier estimated product quantities are intended only as a useful guide, and do not imply guarantee on the part of the District to purchase stated quantity as a minimum or maximum.

10. ORDERING SCHEDULE:

Orders will be available to Supplier by 2:00 p.m. on weekdays two (2) days prior to delivery.
See Appendix A

Orders Available	For Delivery
Friday	Monday
Monday	Tuesday
Tuesday	Wednesday
Wednesday	Thursday
Thursday	Friday

11. SUBSTITUTIONS OR SHORTAGES:

The Supplier's account representative shall contact the District's representative by 1:30 p.m. the weekday prior to delivery to discuss any shortages on the next day's delivery and any substitutions that need to be made. Substitutions will not be made without the District's prior approval.

12. REQUEST FOR PICK-UP:

Supplier is responsible for arranging pick-up of requested products within 5 (five) working days of original delivery.

13. ADD/CUT SCHEDULE:

The District's representative(s) shall contact the Supplier by 12:00 p.m. (noon) the weekday prior to delivery to request an addition, reduction or change to the next day's delivery.

14. EMERGENCY ORDERS/DELIVERIES:

The Supplier must be able to handle emergencies as they arise due to circumstances beyond the District's control. (Examples: school closings due to inclement weather; non-operable freezer and/or refrigeration equipment at receiving facility.) The District will make every effort to hold these to a minimum.

15. ORDER BOOKS:

a. Generally, prices for items shall be changed on a monthly basis.

b. Supplier shall provide at the contract's implementation a calendar indicating each month's price update effective date.

c. If a product's pack size should change due to manufacturer's revisions within the months' time, the Supplier shall immediately send the change information to Nutritional Services Office.

16. DELIVERY SCHEDULE:

The successful bidder will collaboratively establish a delivery schedule for each of the nineteen (19) receiving facilities/schools, allowing as many as three (3) deliveries per week. Deliveries are to be received between 6:00 a.m. and 1:00 p.m., Monday through Friday.

If an order is delivered after 1:00 p.m. the Supplier will provide any overtime pay due to any of the District's receiving clerks or cafeteria managers. The District will provide a listing of the various receiving clerks'/managers' schedules and overtime rate. When such a situation occurs, the District will bill the Supplier for the overtime involved.

17. DELIVERY METHODS:

The Supplier shall deliver all individual orders invoiced by account to each facility. The products shall be maintained at their proper temperature throughout their staging, loading, transport and delivery. A truck with dry, chilled and frozen compartments must be used for deliveries.

All of the Supplier's facilities and delivery vehicles must conform to local, state and federal rules and regulations regarding sanitation and are subject to inspection by District or other officials at the discretion of the District.

The Supplier's driver will deliver and off load all products to a specified area on the inside of the receiving facility. The Supplier shall provide any equipment needed to complete this process.

18. ORDER SIZE:

There shall be no extra charge to the District for any delivery made directly to a facility, no matter what the case count or dollar value of the order. There also shall be no extra charge for any deliveries made outside the specified delivery schedule. The District will monitor any chronic deterioration in the order delivery schedule and act upon the problem. The District will exercise reasonable judgment when placing small orders and will make every attempt to place correct orders each time.

19. DELIVERY FAILURE:

If the Supplier fails to deliver an order, the Supplier will take corrective action by either making a special delivery to the District or by arranging for delivery by another vendor. The Supplier shall assume any additional costs between the price of the originally ordered item(s) and the price(s) from the alternate vendor.

20. INVOICES:

A. All orders will be accompanied by an itemized invoice, in duplicate, including the facility account number and name, item number, invoice number, brand and description of supplies or services, pack size, quantity, unit price, extended totals and total charge. Any concealed damage or delivery of incorrect product will be reported to the Supplier's account representative.

B. Credit invoices, by facility, are to be provided in duplicate to NSO and are to include facility account number and name, item number, invoice number, brand and description of supplies or services, pack size, quantity, unit price, extended totals and total credit amount and original invoice # to which the credit applies. Credit invoices are to be issued by Supplier within 30 days of District's request for credit.

21. SERVICE:

A. ACCOUNT REPRESENTATIVE:

The Supplier will have an account representative assigned to the District. The District prefers the representative have prior food service experience. The District expects to have regular "on site" contact with this representative. When necessary, the District further expects a two (2) hour "on site" response time from the representative, 8:00 a.m. to 5:00 p.m., Monday through Friday.

The Account Representative will provide the following services:

1. Regularly communicate with the District's representatives to discuss product shortages and substitutions.

2. At the start of the contract, and thereafter at the start of each contract term, the representative shall participate in regular, weekly and/or monthly, meetings with Director and/or Supervisors of Nutritional Services to discuss areas of concern.
3. Demonstrate to the District's management team new products available on the market.
4. Conducts can cuttings and samplings upon District approval.
5. Provide price books as previously outlined in this document.
6. Resolve the District's complaints and inquiries about various products, including any and all requested documentation from product manufacturer.
7. Issue and deliver to NSO credit memos and arrange for pick-up of mis-shipped or deficient products. Credit memos are to include reference to the original invoice number associated with the credit being issued (See #21, Invoices, page 7).
8. Resolve any problems with the order and delivery schedule.
9. Coordinate with the District's representatives any rebate programs.
10. Research and recommend product changes to better meet the District's needs.
11. Monitor the Supplier-District relationship to better assure a smooth and efficient partnership.
12. Coordinate vendor representation for annual district planned events which may require product donation and or providing meals.

B. REPORTS:

The contractor will provide the following facility and District reports:

1. By dollar volume by month, year to date and by to fiscal year (January 1 – June 30) as well as any other time frames needed by the District.
2. By quantity shipped by month, year to date and by fiscal year (January 1 – June 30) as well as any other time frames needed by the District.
3. Usage figures for a specific brand or manufacturer for specified time frame(s).

22. QUALITY ASSURANCE:

The Supplier shall provide product specifications and samples free of charge within five (5) working days of District's request. This information shall include the product's nutritional analysis, ingredient listing and CN label code. Product quality testing will be conducted by the District according to existing procedures.

At the contract's initiation, the District anticipates the need for significant can cuttings and product testings. A select number of District personnel will participate in these sessions. Throughout the lifetime of the contract, additional testing will be conducted at the request of the District.

25. TRAINING:

The Supplier will provide initial training to District personnel to better assure their understanding of the Supplier's program and the ordering procedure. The Supplier shall also arrange for the District to have direct access to product specialists in areas such as recipe development,

merchandising, produce, meat, poultry and seafood, beverages, culinary arts and baking with the expectation they would provide expertise and training in their area to improve the services provided by the District.

26. MARKET INFORMATION:

The Supplier is expected to provide the District with market information related to produce conditions and quality, pricing trends and new products. The Supplier shall make recommendations on more appropriate products for the District's needs.

27. TOLL FREE NUMBER:

The Supplier shall provide a toll free telephone number for the District's use in contacting the Supplier's personnel. If a fax number is provided, it must also be toll free.

28. ELECTRONIC MAIL:

The District prefers the Supplier's account representative be capable of receiving and transmitting electronic mail to each facility and NSO.

29. PAYMENT:

Payment is processed using the paperwork (invoice) provided at the time of delivery. Statements of purchase must be provided by the Supplier monthly which will be used by the NSO to reconcile expenditures.

The District will not incur late charges or other charges due to the timing of payments through the board process.

30. PRICING DEFINITIONS:

Supplier's Cost: The actual cost of an item delivered to Supplier's dock. This cost is determined by the actual invoice charge, per item, plus freight costs if not included in the invoice price.

Mark-up: The Supplier's quotation of a fixed which represents the Supplier's operating margin and remains constant during the term of the contract.

District Cost: The Supplier's cost plus the mark-up.

31. A. Cost of Items:

1. The fixed fee cost per unit established with the initial bid may not change during the life of the entire contract.
2. The District makes the assumption that the fixed fee would be as follows:

   Invoice cost of merchandise
   + Freight in (if not included in invoiced cost)
   = Actual Cost*
   + Fixed fee cost per unit
   = Final cost to the District

3. *Actual cost of merchandise is based on the most recent purchase price.

   Any other formulas for figuring final costs should be clearly explained by the bidder.

4. There shall be no storage charges for any items stocked by the Supplier.

5. Bidder must state whether invoiced cost will include the fixed fee cost per unit or actual cost.

6. There shall be no fuel surcharge or distribution fees.

B. Price Adjustment

1. If the Supplier is unable to deliver a regularly ordered item and the item is purchased from an alternate vendor, the District will notify the contractor's account representative of any differences in cost. At such time the Supplier will issue a credit memo to the District for any extra cost incurred.

2. If a substitution on an order needs to be made, the substituted item will be priced at the cost of item initially ordered unless the cost of the substituted item is less. The normal mark-up will be applied as usual.

3. The Supplier shall pass on to the District all promotional allowances, discounts, and manufacturer's rebates in the form of lower prices. The Supplier shall also keep the District informed of any rebates that could be redeemed by the District and provide tracing information on usage so that the District may take full advantage of all available rebates and free goods offer.

32. PROPRIETARY AND SPECIAL ORDER ITEMS

The District defines a "proprietary item" as an item the District expects the Supplier to routinely purchase, stock and have readily available. The Supplier shall deliver to NSO within 30 calendar days of contract's initiation, nutritional analysis, ingredient listing and CN label code for all products identified as both proprietary and special order items. Chronic failure of the Supplier to

provide required product documents and/or to maintain adequate stock levels of proprietary items will contribute to cause to terminate contract.

A "special order item" is an item requested for a one-time purchase. The supplier will purchase the product and within a short period of time, the District will order all of the product, reducing the Supplier's inventory by the full amount ordered.

Whenever possible, the District will use a product already stocked by the Supplier but reserves the right to request the supplier to add proprietary items to stock. The Supplier agrees to do so at the discretion of the District.

33. ORDERING:

The District will notify the Supplier three (3) weeks in advance of the need for a new proprietary or special order item and will indicate the amount needed for the initial purchase and the estimated monthly usage for proprietary items.

There shall be no minimum usage per month in order to stock a proprietary item. The District will notify the Supplier whenever a proprietary item is no longer needed. At the time, or in the event of cancellation, the District agrees to purchase all proprietary and special order items that the Supplier has purchased at that time, as long as the quantity does not exceed one and one fourth the amount of the initial order. The District will notify the Supplier of special situations that may cause unusual or excessive movements of product(s).

34. PRICING:

There shall be no extra charges for the buying and storing of proprietary or special order items. The pricing for any special items will conform to pricing formula previously defined in this document. (See #31 Cost of Item, page 9).

35. EVALUATION OF THE BID:

A. To be considered as a Bidder, all items listed in the Market Basket must be bid. No more than 10% of the items bid shall vary from the specifications. Bid extension must be accurate and completed by the Bidder. Variance in case quantities and weights must be interpolated to those specified in the bid document.

B. The District reserves the right to test samples of items listed in the specifications, at the bidder's expense, in an effort to verify the stated quality and adherence to the specifications.

C. An audit will be performed before the contract is awarded to determine the accuracy of the pricing submitted in this bid. Audit documents must accompany the Bid Form.

36. PARTICIPATION IN ANNUAL FOOD FAIR AND OTHER EVENTS:

The Supplier shall participate in the District's annual food fair, "Taste of 500", by providing a merchandise booth. May be asked to participate in other district events by providing products or meals.

37. CONTRACT AWARD:

In awarding the contract, the District will base the bid award on the following criteria:

A. Extended Dollar Value of Market Basket

B. Ability to meet detailed specifications and special conditions as outlined in this RFP document.

38. BIDDER CHECKLIST:

1. "Proposal to Furnish and Deliver Food Products
   Five (5) copies _____

2. Completed & Signed Signature Form with each copy of proposal
   Five (5) copies _____

3. Market Basket & Audit Documents _____
   (Must accompany bid and submitted in separate
   envelope clearly labeled with contents)

BIDDER'S CHECKLIST

*This form is to be completed by vendor and must accompany each copy of the submitted proposal.

	1. Proposal to Furnish & Deliver Food and Supply Products, five (5) copies.
	2. Completed and Signed Signature Form with each copy of submitted proposal, five (5) copies.
	3. Market Basket and Audit Documents. *Must be in separate envelope clearly labeled with contents.

DATE: _____

COMPANY: _____

SIGNATURE: _____

TITLE: _____

Purchasing Manager Received on Date: _____

PRODUCT DESCRIPTIONS

In the market basket attachment are specifications that are **minimum specifications** (the products bid must meet or exceed the following – no exceptions). These specifications establish a level of quality and suitability for the uniforms that would be acceptable to the District. Samples may be required and shall be supplied at no charge to the school district.

ESCALATION CLAUSE - Escalation/De-escalation Clause - In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the school district as it should affect any annual adjustment:

1. Contractor shall give written notice to the Nutritional Services Director of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of said price changes on an annual basis.

2. Such notice must be accompanied by a copy of the supplier's advisory or notification to the contractor of a justifiable price change.

3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.

4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.

6. The School District reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the contract transaction in question after reasonable notice and during normal business hours.

7. The Nutritional Services Director retains the right to determine whether or not such proposed price changes are in the best interests of the school district.

8. If in the opinion of the Nutritional Services Director any proposed increase if found unacceptable, the Nutritional Services Director reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.

9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Nutritional Services Director on the mailing lists for such publications so the Nutritional Services Director can monitor said changes. Such membership will be at no cost to the school district.

Period of Price Guarantee (Must not be less than 6 months)	Months
Is all required documentation attached (Circle Yes or No)?	Yes / No

WE HEREBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

BY:		DATE	
TITLE:		FIRM:	
PHONE:		EMAIL:	

Instructions for Completion of the Market Basket:

For each item listed, the bidder shall provide the following information:

A. Brand Name and Product Code or Label of Product
B. Pack Size
C. Price/unit is the bidder's inventory price as of 12/1/15 without mark-up. Price should be stated by case, carton or bag.
D. Fixed fee per case (same fee must be applied to all products)
E. Total Cost is the dollar value based on the bid price per unit + the fixed fee X projected usage.

Produce Market Basket						
U.S.D. #500 - Kansas City, Kansas Public Schools						
Date:		**Vendor:**				
Item #	**Projected Usage**	**Specifications**				
1	1,100 cases	Celery, Sticks, 4", Fresh				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
2	1,100 cases	Broccoli, Floret, Fresh				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
3	1,600 cases	Romaine Lettuce, Shredded, 3/8", Fresh				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
4		Omitted				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
5	600 cases	Tomatoes, #1 Grade, Round, 2 Layer Pack, Fresh				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
6	1,100 cases	Carrot, Baby, Whole, Peeled, Slim, Fresh				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
7	200 cases	Carrot, Carroteenie, Baby, Whole, Fresh, IW, 1/4 cup Vegetable Equivalent				
		Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:

8 200 cases	Apple, Fresh, Variety, 138 Count				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
9 1,900 cases	Tomatoes, Grape, Fresh				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
10 3,800 cases	Bananas, Fresh, 150 Count				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
11 550 cases	Cucumbers, Fresh, 24 Ct.				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
12 1,300 cases	Oranges, Whole, Fresh, 138 Ct				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
13 3,100 cases	Apples, Sliced, Fresh, IW, 2 oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
14 2,600 cases	Apples, Sliced, Fresh, Bulk				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
15 400 cases	Cauliflower, Floret, Fresh				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:

16 30 cases	Green Beans, Trimmed, Fresh				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
17 30 cases	Asparagus, Green, Fresh				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
18 30 cases	Peas, Snap, Fresh				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
19 30 cases	Mushrooms, White, Button, Whole, Fresh				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
20 9500 servings	Galia Melon, Fresh, Cubed, IW, 4oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
21 9500 servings	Turnips, Fresh, Peeled, Sliced, IW, 4oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
22 9500 servings	Green Apples, Fresh, Medium, Whole				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
23 9500 servings	Pea Shoots, Fresh, IW, 1 oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:

24 9500 servings	Bartlett Pears, Fresh, Small, Whole				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
25 9500 servings	Yellow Squash, Fresh, Sliced, IW, 4oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
26 9500 servings	Grapes, Green, Bunch, Fresh, IW, 2oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
27 9500 servings	Spinach, Flat Leaf, Cleaned & Trimmed, Fresh, IW, 1oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
28 9500 servings	Kumquats, Whole, Fresh, IW, 4oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
29 9500 servings	Bell Peppers, Mini, Variety, Fresh, Whole, IW, 2 oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
30 9500 servings	Kiwi, Fresh, Peeled, Sliced, IW, 4 oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
31 9500 servings	Radishes, Fresh, Trimmed, Sliced, IW, 2 oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:

32 9500 servings	Blood Orange, Fresh, Small, Whole				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
33 9500 servings	Mushrooms, White, Button, Fresh, Sliced, IW, 2oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
34 9500 servings	Black Apples, Fresh, Small, Whole				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
35 9500 servings	Purple Carrots, Baby, Fresh, IW, 2 oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
36 9500 servings	Black Grapes, Fresh, Bunch, IW, 2 oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
37 9500 servings	Grape Tomatoes, Orange, Fresh, IW, 2 oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
38 9500 servings	Watermelon, Fresh, Seedless, Cubed, IW, 4 oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
39 9500 servings	Edamame, Fresh, Shelled, IW, 2 oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:

40 9500 servings	Asian Pears, Small, Fresh, Whole				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
41 9500 servings	Celeriac, Fresh, Peeled, Sliced, IW, 2 oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
42 9500 servings	Raspberries, Red, Fresh, Whole, IW, 2 oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
43 9500 servings	Beets, Gold, Fresh, Peeled, Sticks, IW, 2 oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
44 9500 servings	Strawberries, Fresh, Whole, IW, 4 oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
45 9500 servings	Green Beans, Trimmed, Fresh, IW, 1 oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
46 9500 servings	Apples, Sweet Tango, Small, Fresh, Whole				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
47 9500 servings	Bell Pepper, Red, Fresh, Strips, IW, 4 oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:

48 9500 servings	Melon, Honeydew, Fresh, Cubed, IW, 4 oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
49 9500 servings	Cabbage, Red, Fresh, Shredded, IW, 1 oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
50 9500 servings	Mango, Fresh, Peeled, Cubed, IW, 4 oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
51 9500 servings	Lettuce, Butter, Fresh, Leaves, IW, 1 oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
52 9500 servings	Cherries, Bing, Fresh, Whole, IW, 2 oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:
53 9500 servings	Cucumbers, English, Fresh, Sliced, IW, 4 oz				
	Brand and Product Code	Pack Size	Price/Unit:	Fixed Fee per case (if applicable)	Total Cost:

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by U.S.D. 500 within this bid document. U.S.D. 500 reserves the right to reject any bid which takes exception to these terms and conditions.
2. DEFINITIONS AS USED HEREIN:
   a. The term "bid request" means a solicitation of a formal sealed bid.
   b. The term "bid" means the price offered by the bidder.
   c. The term "bidder" means the offeror or vendor or contractor.
   d. The term "U.S.D. 500" means Unified School District No. 500.
3. COMPLETING BID: Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of U.S.D. 500. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Purchasing Department Office, 2010 North 59th Street, Room 370, Kansas City, Kansas, 66104, prior to the date and time indicated on the cover sheet.
7. ADDENDA: All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by U.S.D. 500 within sixty (60) calendar days after the bid opening.
10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the school district.
11. NEW MATERIALS, SUPPLIES AND EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to U.S.D. 500 by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
13. METHOD OF AWARD AND NOTIFICATION: Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of U.S.D. 500.
14. U.S.D. 500 reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing "basis if the bid is clearly designed as such or when it is determined to be in the best interest of U.S.D. 500.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by U.S.D. 500 of a Purchase Order or another contractual document.
16. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. DAMAGED AND/OR LATE SHIPMENTS: U.S.D 500 has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify U.S.D. 500 Purchasing Office of any late or delayed shipments. U.S.D. 500 reserves the right to cancel all or any part of an order if the shipment is not made as promised.
18. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. PAYMENT TERMS: Net thirty (30) days from receipt of valid invoice (No payment from statements)
20. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
21. TAX EXEMPT: U.S.D. 500 is exempt from Federal, state and local taxes. Kansas Exemption Number – KS-FZLEKBLQ; Federal ID: 48-6031181. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
22. SAFETY: All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
23. DISCLAIMER OR LIABILITY: U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.

24. TERMINATION RIGHTS: KCKPS shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the contractor.
25. HOLD HARMLESS: The contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities or 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 this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

    NO MUTUAL INDEMNIFICATION:

    K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.

    (a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.
    (b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.
    (c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.
26. INSURANCE: Upon receipt of award, Contractor shall provide Certificate of Insurance as required within three (3) days after notification issued by the Purchasing Department.

    A. The following general insurance requirements apply to any and all work under this contract by all Contractors and subcontractors of any tier.
        (1) Any and all insurance required by this contract with each and any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the Kansas City Kansas Public Schools. Any and all insurance must be on an occurrence basis.
        (2) No Contractor or subcontractor shall commence work under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements.
        (3) The Kansas City Kansas Public Schools shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies. The title of the awarded contract shall also appear on any and all applicable policies.
        (4) The Kansas City Kansas Public Schools shall be given no less than thirty (30) days' written notice of cancellation. The Kansas City Kansas Public Schools shall be given not less than thirty (30) days' prior written notice of material changes of any insurance required under this contract. The Kansas City Kansas Public Schools shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.
        (5) Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Kansas to conduct insurance business in the State of Kansas and that the companies affording insurance coverage are currently licensed by the State of Kansas and are currently in good standing with the Commissioner of Insurance for the State of Kansas.
        (6) Any and all companies providing insurance required by this contract shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance. For all contracts, regardless of risk, companies providing insurance under this contract must have a current:
            (a) Best's Rating not less than A, and
            (b) Best's Financial Size Category not less than Class VII
        (7) In the event the Contractor neglects, refuses, or fails to provide insurance required by the contract documents, or if such insurance is canceled for any reason, Kansas City Kansas Public Schools shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or Kansas City Kansas Public Schools shall have the right to cancel the contract.

    B. Worker's Compensation and Employer's Liability Insurance

    The Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this contract.

    Worker's Compensation ..... Statutory

    <u>Employer's Liability</u>

    Bodily Injury by Accident..... $1,000,000 each accident
    Bodily Injury by Disease ..... $1,000,000 each employee
    Bodily Injury by Disease ..... $1,000,000 policy limit

    C. Comprehensive General Liability Insurance

The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than $1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:

(1) Comprehensive Form
(2) Contractual Insurance
(3) Personal Injury
(4) Broad Form Property Damage
(5) Premises – Operations
(6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an occurrence basis.

D. Automobile Liability Insurance

The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than $1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance.

(1) Comprehensive Form
(2) Owned, Hired, Leased and non-owned vehicles

If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this contract.

E. Commercial Crime insurance (when applicable)

The Contractor shall procure and maintain Commercial Crime/Fidelity insurance in an amount not less than $1,000,000.00, including coverage for theft or loss of KCKPS property.

27. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
28. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.

ADDENDUM NUMBER 1
BID NUMBER IFB 15-047

PRODUCE VENDOR

ISSUED: October 12, 2016

PURCHASING DEPARTMENT
UNIFIED SCHOOL DISTRICT 500
2010 N. 59th STREET, ROOM 370
KANSAS CITY, KANSAS 66104
(913) 551-3200

Note the following changes to the above mentioned bid. This information is to be taken into consideration when responding to the original bid document.

1. **Delete and Replace:** The section titled Instructions for Completion of the Market Basket (Page 18) of the solicitation document is hereby deleted in its entirety, and replaced as follows:

   "**Instructions for Completion of the Market Basket**:
   For each item listed, the bidder shall provide the following information:
   A. Brand Name and Product Code or Label of Product
   B. Pack Size
   C. Price/unit is the fixed price per case.
   D. Fixed fee per case (same fee must be applied to all products)
   E. Total Cost is the dollar value based on the bid price per unit + the fixed fee X projected usage."

2. **No Other Changes:** No other changes or modification are intended by this Addendum. All other terms and conditions of the solicitation remain in effect.

WE HEREBY ACKNOWLEDGE AND UNDERSTAND THE ABOVE NOTED CHANGES TO THE ORIGINAL BID DOCUMENT AND AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS AND AMENDMENTS.

BY: _____ DATE: _____

TITLE: _____ PHONE: _____

FIRM _____