

# Bid Request

## Mulvane USD 263

### Food Service Bread Bid

Mulvane USD 263 is seeking bids on the following products or services. 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 process will comply with all Kansas bid laws. Contracts resulting from a bid that is found to be contrary to law may be revoked.

Bids are due within the USD 263 administrative center, 628 E Mulvane St. Mulvane KS 67110, no later than **3:00 P.M. (all times are central time) April 22, 2019**. Bids will be opened at **9:30 A.M on Wednesday April 24<sup>th</sup>, 2019 at the USD 263 administrative center front conference room, 628 E Mulvane St. Mulvane KS 67110**. USD 263 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. The USD 263 Board of Education reserves the right to reject any and all bids. Bids must be submitted in a sealed envelope and marked in the lower left-hand corner as “Bread Bid 2019-2020”.

Please address the envelope to:

Mulvane USD 263  
Attn: Carla Gilbert  
PO Box 130  
628 E Mulvane  
Mulvane, Kansas 67110

Fax bids are allowed; however, 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 “Bread Bid 2019-2020” 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 bids are allowed and must be sent to [cgilbert@usd263.org](mailto:cgilbert@usd263.org). Bids received at other email addresses will be rejected. Please mark the subject line as “Bread Bid 2019-2020”. USD 263 is 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. All bidders will be notified of the bid outcome once the Board of Education approves the bids at a regularly scheduled meeting.

Questions concerning product specification may be directed to Richard Hampton at 316-777-0442 or email [rhampton@usd263.org](mailto:rhampton@usd263.org)

**This institution is an equal opportunity provider.**

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Mulvane USD 263  
PO Box 130  
Mulvane, KS 67110  
Richard Hampton, Office: 316-777-0442

Call for bids to supply SFA with bread products.

This solicitation for bread bids is being issued with the intent of entering into an agreement to purchase bread in accordance with applicable state and federal laws governing federally-funded Child Nutrition programs for Mulvane USD 263, herein after referred to as the School Food Authority (SFA). Bread vendors are invited to submit a bread bid in response to this solicitation to furnish bread products to the SFA, for the 2019-2020 school year.

**The estimated value of the awarded contract will be \$6,000 - \$8,000**

If your company is interested in competing for the awarded contract, please respond to this call for bids as directed in this solicitation document. Bids must be returned with the following information clearly marked on the envelope or email response: "Bread Bid 2019-2020".

Bids can be mailed or hand delivered to: Mulvane USD 263  
628 E Mulvane St  
PO Box 130  
Mulvane, KS 67110

Bids may also be emailed to: Carla Gilbert @ [cgilbert@usd263.org](mailto:cgilbert@usd263.org) Subject: "Bread Bid 2019-2020"

**Acceptance:** Bids will be accepted until 04/22/2019 at 3:00 P.M. (all times are central time)

**Opening:** Bids will be opened on 04/24/2019 at 9:30 A.M. at the USD 263 Administrative Building (front conference room) 628 E Mulvane St. Mulvane KS 67110.

### **Bid Terms, Specifications, Conditions, and Requirements**

**1) Awarded Contract Period:** Bids will be awarded based on bottom line bid amount and history of service. The awarded contract issued as a result of this call for bids shall run from 08/01/2019 through 07/30/2020. The bread price submitted shall remain firm and continue in force during the entire contract period.

Services and products rendered as a result of the awarded contract must comply with regulations and statutory requirements passed down by the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS), and SFA's local governing agency. This includes financial and statutory requirements for operating the School Nutrition Programs including but not limited to the following:

- 7 CFR Part 3016 and Part 3019;
- USDA Program regulations (7 CFR Part 210, Part 215, and Part 220), guidance, and instructions;
- State law, regulations, and policies that are not in conflict with federal requirements; and
- Local law, regulations, and policies that are not in conflict with federal requirements.

The SFA reserves the right to terminate the award contract and re-awarded the contract to the next most competitive bidder in the event the successful bidder to whom the contract is awarded should fail to supply the SFA with goods and services described herein, not honor bid pricing, or is unable to comply with the terms and conditions described herein.

**2) Pricing:** Pricing will be fixed price. All prices bid for all products will be net, Free on Board (F.O.B.)

**3) Taxes:** Price quoted shall not include state or federal taxes from which the SFA is exempt. The necessary exemption certificate will be furnished upon request by the bidder.

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- 4) Product Freshness:** It is the responsibility of the successful bidder to assure product freshness at all times. Previously frozen items are not acceptable without prior consent of the SFA's Kitchen Manager or Nutrition Program Director.
- 5) Packaging Requirements:** All baked products shall be encased in sanitary wrappers or containers, which shall be sufficiently strong and tight to exclude dirt and moisture. The packaging in which bread is furnished shall be as follows:
1. Standard commercial packages (when applicable)
  2. Securely sealed to insure freshness of the product and protect contents from contamination
  3. Packages which are dirty, torn, open, mashed, and/or damaged in any way will not be accepted.
- 6) Delivery:** Deliveries shall be made to the follow SFA sites not less than once a week, as ordered; unless specified otherwise, and at such hours as specified by and arranged with the receiving SFA's Kitchen Manager or Nutrition Program Director. It is the responsibility of the successful bidder to place all deliveries in proper areas within each SFA site. All sales slips must be reviewed and signed by an authorized SFA employee.

SFA Site Name	Hours of Operation	Phone Number	Address	Contact Person
Central Warehouse	6:00 pm- 3:00 pm	316-651-7981	628 E Mulvane St Mulvane KS 67110	Richard Hampton

Furthermore:

- All delivery personnel will be in uniform with company identification.
- Delivery personnel will possess on their person at time of delivery distributor's employee identification.
- Delivery personnel will allow nutrition receiving staff the opportunity to inspect the inside of the delivery truck.

- 7) Sanitation:** All bakery products shall be prepared from first quality materials and produced under absolute sanitary conditions, both as to premises and employees.
- 8) Substitutes:** Bread shall be ordered by the WEEK (according to the SFA unit's menu) by the SFA's Kitchen Manager or Nutrition Program Director. Items not on the quotation listing shall not be delivered without prior approval from the SFA's Kitchen Manager or Nutrition Program Director. If a substitute is necessary, delivery of an equal or superior product at an equal or lower price is permitted with prior approval.
- 9) Samples & Nutritional Information:** It will be the responsibility of the successful bidder to supply samples and nutritional information of all items upon request.

**Payments:** Payment of account will be made within 30 days from receipt of invoice. All bills are to be sent to the following address: Mulvane USD 263  
PO Box 130  
Mulvane, KS 67110  
Attn: USD 263 Food Service

- 10) Credits:** Credits will be given by the supplier for any product shortage, defective packages or unsatisfactory products as deemed by the SFA.
- 11) Statements:** Statements are to clearly identify each SFA site activity by invoice number and show a total amount due for that week's activity for each SFA site. Any errors or past due balances must be submitted for review and payment requested within 30 days of receipt of payment.
- 12) Cancellation:** Contract may be canceled by either party with or without cause. A 30-day written notice of cancelation must be provided by the canceling party.
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### 13) Specification for Bread Products:

1. *Hamburger Buns – Each bun should measure four inches in diameter, be sliced, and be a 2 oz eq. per serving.*
2. *Hot Dog Buns – Each bun should measure five and one-half inches in length, be sliced, and be 2 oz eq. per serving.*
3. *Loaf Sandwich Bread – Each slice should measure about four inches by four inches by nine-sixteenths inch in thickness, evenly sliced, and be a 1 oz eq. per serving.*
4. *Hoagie/Steak Buns – Each bun should measure six inches in length and be a 2 oz eq. per serving.*
5. *Dinner Roll – Pre-cooked country roll (e.g., dinner or pan roll) and be a 1 oz eq. per serving.*

**14) Overall Requirements:** All bread products must be produced in compliance with the conditions, regulations and requirements of USDA FNS, DPI, and SFA’s local governing agency for operating the School Nutrition Programs. The overall requirements for bread furnished and delivered to the SFA are as follows:

1. *Water can be listed as the first ingredient item with a whole grain as the next item.*
2. *Meal pattern quantities of grains are based on “ounce equivalencies (oz eq.)”*
  - a. *Each 16.0 grams of creditable grain equals 1 oz eq.*
  - b. *Creditable grain is 16.0 grams of whole grain, or made with 8 grams’ whole grain and 8 grams of enriched meal or flour to be considered whole grain-rich.*
3. *Be enriched with 51 percent whole grains or 100 percent whole grains.*
4. *Enriched bread contains added thiamin, riboflavin, niacin, and iron. Amount of enrichment coincides with federal regulations. Can contain added calcium.*
5. *Ingredients in product prepared from hard wheat flour, water, salt, yeast and optional ingredients. Optional ingredients include bleaching agents, emulsifiers, and preservatives.*
6. *Be of equal quality to that sold under bidder’s brand name in retail stores.*
7. *Child Nutrition (CN) number or Nutritional Analysis and ingredients list of each product must be included in bidder’s submission.*
8. *Zero grams of trans-fat per serving.*
9. *Be fresh at the time of delivery and no more than 24 hours old.*

**15) Container Requirements:** Bread should be packaged in moisture proof wrapper or bag with production date code clearly marked. Successful bidder must provide rolling bread racks or rolling storage units to shelve the bread at delivery location that are no taller than 6.5 feet. These racks must be kept in safe working condition and free of additional charge. All bread trays should be clean without noticeable dirt and grime. Bread racks will be stored inside the kitchen area for food security.

**16) Buy American:** School Nutrition programs are required to “Buy American” (7 CFR 210.21), when purchasing domestic commodity or product with Federal funds to the maximum extent practicable. Bidders will need to be able to comply with this requirement.

**17) HACCP:** Successful bidder must submit documentation of HACCP compliance upon notification of being selected for the awarded contract. Any bidder without HACCP compliance documentation will be eliminated as a potential vendor to SFA cafeterias.

### 18) Bidder Contact Information

Name of company submitting this bid: \_\_\_\_\_  
Printed name of person signing this form: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
E-mail address: \_\_\_\_\_ (Bid notices are furnished via e-mail)  
Date: \_\_\_\_\_

Bids must contain the signature of a duly authorized officer of the organization.

**19) Bidder Agrees to:** The undersigned hereby agrees to furnish to the SFA, bread products as requested in this solicitation document and also certifies that:

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- no person acting or employed by the SFA is directly involved in preparation of the bid or in any portion of the profits which may be derived there from; and
- as required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, participant’s responsibilities, the bidder, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- Supply any required documentation regarding the **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352), **Debarment and Suspension** (E.O.s 12549 and 12689) & the **Buy American Provision** as required by 7CFR Part 210.21 (d). As outlined on the last page of this bid document.

**20) Bid Form:** The undersigned hereby offers to furnish the following items as specified herein. These columns must be completed. Estimated annual quantity is supplied using historical purchasing data but is subject to changes. The SFA is not obligated for purchases of overruns and may exceed the listed amounts.

Item #	Name	Unit	Estimated Annual Quantity	Bidder Pack Size	Bidder Product Code	Bidder Unit Price	*Bidder Extended Cost
1	<i>Hamburger Buns</i>	<i>bun</i>	<i>42,000</i>				
2	<i>Hot Dog Buns</i>	<i>bun</i>	<i>1,000</i>				
3	<i>Loaf Sandwich Bread**</i>	<i>slice</i>	<i>12,000</i>				
4	<i>Hoagie/Steak Buns</i>	<i>bun</i>	<i>100</i>				
5	<i>Dinner Roll</i>	<i>roll</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>
<i>*Extended Cost = ( Estimated Annual Quantity) X ( Bidder Unit Price)</i>							
<b>Total Extended Cost:</b>							

**\*\*Please list only usable slices in the bidder pack size for loaf bread. We do not use heels for student sandwiches**

I certify by my signature below that the PRICES quoted in this bid are correct and that the bid conforms to all specifications and requirements outlined in the solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the solicitation and the company’s bid documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the bread vendor and the SFA.

\_\_\_\_\_  
SIGNATURE (of authorized representative):

\_\_\_\_\_  
Date:

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**BIDDERS SHOULD RETAIN A COPY OF YOUR BID INCLUDING BID INSTRUCTIONS, CONDITIONS AND SPECIFICATIONS FOR FUTURE REFERENCE.**

**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.

**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 Non procurement 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.

### **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. 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 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 substitutes(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.
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