



## **REQUEST FOR PROPOSAL**

Notice is hereby given that the **LIBERTY PUBLIC SCHOOL DISTRICT, LIBERTY, MISSOURI**, requests written, sealed proposal on the items specified on the attached sheet(s).

### **DESCRIPTION OF PROPOSAL ITEMS**

**DATE:** JULY 2, 2018

**RFP NUMBER:** 014-018

**RFP TITLE:** REQUEST FOR PROPOSAL (RFP) FOR ICE CREAM PRODUCTS

**CONTRACT DURATION:** AUGUST 1, 2018 THROUGH JUNE 30, 2019

**SUBMITTAL DEADLINE:** MUST be received on or before **JULY 19, 2018 at 1:30PM CST**  
**Faxed or e-mailed proposals will not be considered.**

**MAIL PROPOSAL TO:** Jason Breit, Director of Purchasing  
Liberty Public School District 53  
801 Kent Street  
Liberty, MO 64068  
816-736-5358

All questions, requests for information or clarification pertaining to this RFP must be submitted in writing to Von Gulliford at [von.gulliford@lps53.org](mailto:von.gulliford@lps53.org) and/or Susan St. Ama at [susan.stama@lps53.org](mailto:susan.stama@lps53.org).

All supporting RFP documents such as addenda, tabulation sheets, notices of action and/or notices of award will be posted on the website the District's website at <https://www.lps53.org/Page/1563>. It is the responsibility of the submitter to monitor the website for all information regarding this RFP or any upcoming bids/proposals.

**VENDOR ACKNOWLEDGEMENT**  
*A written original signature in ink is required.*

The District reserves the right to accept or reject all or any part of any quote, to waive technicalities, and to accept the offer that the District considers to be the most advantageous. Failure to read or comply with the enclosed terms and conditions in no way relieves proposers from their liabilities arising hereunder.

Having carefully examined the Request For Proposal, proposal terms and conditions, specifications and the proposal forms, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this proposal document.

I CERTIFY THAT THE ABOVE PRODUCTS ARE GUARANTEED TO MEET OR EXCEED SPECIFICATIONS CONTAINED IN THIS PROPOSAL.

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposal Respondent, and that the contents of this RFP as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal."

Company Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ E-mail Address \_\_\_\_\_ Web Address \_\_\_\_\_

Name (Typed or Printed) \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date \_\_\_\_\_

**Pages 2, 3, 5 and 6 and attached forms MUST be completed, signed in ink, and returned or proposal may be considered non-responsive.**

## RFP IDENTIFICATION LABEL

### NOTICE TO ALL RESPONDENTS

For your convenience, the label below has been provided to properly identify your proposal submittal. Proposals must include the completed Ice Cream Products Pricing Worksheet as presented in this RFP. Place your proposal in a sealed envelope, type or print company name and address in area provided below and affix the label on the outer surface of the envelope or package.

The Liberty Public School District 53, Support Services Center (SSC) is a controlled access building. All visitors are required to use the phone at the front entrance to gain access. If you are hand delivering a proposal, notify the Purchasing Department that you have a proposal to deliver via the lobby telephone. A record of all deliveries and delivery times will be documented in the Purchasing Department.

**PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO THE OUTSIDE OF YOUR REPLY ENVELOPE.**

**DO NOT OPEN - SEALED RFP - DO NOT OPEN**

RFP #: **RFP 014-018**

TITLE: **REQUEST FOR PROPOSAL (RFP) FOR ICE CREAM PRODUCTS**

**PROPOSAL TO BE OPENED ON: JUNE 21, 2018 at 2:30 PM CST**

**FROM:**

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**DELIVER TO:**

LIBERTY PUBLIC SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
ATTN: JASON BREIT  
801 KENT STREET  
LIBERTY, MO 64068

## **INTRODUCTION AND RFP INSTRUCTIONS**

### **INTRODUCTION:**

Liberty Public School District (also referred to as “LPSD”) will be accepting proposals from qualified vendors for a “Ice Cream Products” service contract in accordance with applicable state and federal laws governing federally funded child nutrition programs. The purpose is for procurement and distribution of ice cream products for use in school meal programs and catering. All products are required to meet the demands of student preferences and will be delivered to each LPSD school.

Specifications as written meet all entity's admissible specified requirements. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or approved equal" if not inserted shall be implied. The LPSD reserves the right to make final decisions on comparable items as approved equals. Items delivered must be exact brand and specification as reviewed and awarded, or must be approved as equal according to the procedures outlined in this proposal.

### **BACKGROUND**

Liberty Public School District has an enrollment of approximately 12,300 students. The district operates 18 schools including 11 elementary schools, 4 middle school, 2 high schools, and 1 specialized school. In addition there is 1 early childhood center. The average daily meal participation is approximately 1,000 breakfasts, 8,000 lunches, \$8000 a la carte sales, 800 after-school snacks, and 55,500 summer meals.

### **PROPOSAL**

Provide the bid pricing in the Ice Cream Products Pricing Worksheet. Please complete the document by filling in all sections as outlined in the guidelines for completion – RFP and Contract Requirements section of this document. Where there is an error in extension of price, the unit price shall govern. Only one quote per item will be accepted on original proposal. Alternate items must be submitted as an attachment. Original signatures are required on the proposal document. Signature pages must be hard copy. **Failure to follow any of these instructions will disqualify offer.**

***The Remainder of This Page Has Been Left Blank Intentionally***

**RFP SUBMISSION FIRM - SUBMIT THE FOLLOWING:**

NAME OF VENDOR SUBMITTING RFP: \_\_\_\_\_

SIGNING OFFICER: \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

Our Bottom Line Bid for product is as follows:

Amount: \$ \_\_\_\_\_

Distributor shall provide pricing source with cost plus fixed fee for the purchase of all items identified in specifications and all items not listed on this proposal. The pricing guide source should be from a published verifiable source. The cost plus fixed fee must be good for the entire proposal period. See Project Overview Section – Bid Terms, for cost adjustment.

Pricing Source Used to Establish Fixed Fee: \_\_\_\_\_

Cost Plus Fixed Fee: \_\_\_\_\_

Bid Price will be determined as follows:

Invoice cost of merchandise  
+ Freight in (if not included in invoice cost)  
- Manufacturer promotional dollars and  
discounts.  
\_\_\_\_\_  
= Actual cost (Vendor's cost)  
Bid Price = Actual Cost (Vendor's Cost) + Fixed  
Fee

Please indicate, if any, the percentage discount for early payment incentive and the terms: \_\_\_\_\_

**Note: Please fill out this sheet in INK. If corrections are needed, cross out and initial. DO NOT ERASE.**



**BUY AMERICAN PROVISION:**

Liberty Public 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 practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d)." Substantially means that a minimum of 51% of the final processed food comes from American produced products.

"Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 7 day (s) in advance of delivery. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications;
- Price of the domestic food alternative substitute(s);
- Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

Reason for exception:

- limited/lack of availability
- price (include price):
  - Price of the domestic food product; and
  - Price of the non-domestic product that meets the required specification of the domestic product."

**LOBBYING CERTIFICATION:**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, US Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

**CHILD SUPPORT CERTIFICATION:**

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

**CLEAN AIR AND WATER ACT:**

As required by USDA, the undersigned certifies the following:

I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1990, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C.1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102,

Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

**CIVIL RIGHTS/ANTI-DISCRIMINATION:**

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, audiotape, American Sign Language, etc.), should contact the agency 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](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
3. Email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

**LIMITED LIABILITY INSURANCE:**

Limited Liability Insurance: The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below for Liberty School District #53. Liberty School District #53 should be listed as an "additional insured" on General Liability Policy. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability and upon awarding of this contract. Certified copies of original insurance policies shall be furnished to LPS.

- a) Workers' Compensation with Waiver of subrogation to Liberty Employer's Liability, including all states, and other endorsements, if applicable to the Project. Statutory, and Bodily Injury by Accident: \$1,000,000 each accident. Bodily Injury by Disease: \$1,000,000 policy limit, \$1,000,000 each employee. Liberty shall be named as "additional insured" on workers' compensation policy.
- b) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability 1,000,000; Damage to premises rented to your limit, 100,000 any one premises, Medical expense limit 5,000 any one person. Personal and Advertising Injury Liability. \$1,000,000 each occurrence. Limit Bodily Injury and Property Damage Combined \$300,000 Products-Completed Operations General Aggregate Limit \$2,000,000 per Job Aggregate \$1,000,000 Personal and Advertising Injury Limit. Liberty shall be named as "additional insured" on commercial general liability policy.
- c) Automobile Liability Coverage: \$300,000 Combined Liability Limits per individual, \$2,000,000 per occurrence, Bodily Injury and Property Damage Combined. Liberty shall be named as "additional insured" on automobile policy.

Please share these requirements with your insurance agent and have a current ACCORD form Certificate of Insurance sent to 801 Kent Street, Liberty Missouri 64068, within 15 days of award of contract.

**ACQUISITION REGULATIONS:**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**EQUAL EMPLOYMENT OPPORTUNITY:**

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” Liberty Public School 53 is an equal opportunity employer.

**ENERGY POLICY AND CONSERVATION ACT:**

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**DEBARMENT AND SUSPENSION:**

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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## PROJECT OVERVIEW

### **PROJECT OBJECTIVE:**

The Request For Proposal (RFP) is for the purpose of entering into a contract with a Vendor who can supply all the Ice Cream Products outlined within the Ice Cream Products Pricing Worksheet. It is the intent of the District that the Vendor for Ice Cream Products would be a supplier of ice cream products for school food and nutrition operations. The Vendor must reciprocally agree to provide a comprehensive product line to meet the total requirements of the District and minimize the occurrences when the District may have to seek other interim product sources. The determination shall be based on the District's evaluation of submitted proposals. The goal is to craft a one (1)-year contract renewable for three (3) successive one (1)-year terms to address the District's need for ice cream products.

The District's intent is to enter into a professional relationship with a Vendor for Ice Cream Products. We are looking for a Vendor(s) with experience, financial stability, whose technology will be kept up-to-date and who will sustain and provide effective customer service. The District's objective is to obtain a reliable supply of product in a manner that is financially viable for both the District and the awarded Vendor. The District and awarded Vendor will utilize mutually agreed upon price adjustments based upon industry standards and best business practices thereby allowing both parties to control costs.

The awarded Vendor will be responsible for:

- Offering services described herein at a fixed fee per case for delivered product
- Competitively bidding products on behalf of the District using the District's specifications and distributions/delivery of those products
- Delivering daily to approximately 17 school sites
- Delivering emergency products as needed

The District's intent is to provide the Vendor for Ice Cream Products accurate, timely forecasting and fulfill purchase of forecasted volumes. It is expected that the awarded Vendor will work in good faith with the District in all efforts related to cost savings realized as a result of the forecasting process. It is recognized that, in the food supply chain process, economics of scale are not the only cost opportunities that may arise. The District is interested in partnering with a Vendor who may introduce other cost savings concepts that will be to the benefit of all parties.

Food-safety and availability will be paramount. The selected Vendor will be expected to warrant food-safety and product-availability, assuming all risk of ensuring those two key aspects of food-provision. The District's expectations are that the Vendor selected shall already have in place systems to maintain a high-quality program for warehousing and distribution. The Vendor must assure that: first-in, first-out inventory principles are used; an HACCP (Hazard Analysis Critical Control Point) system is in place; a Cold Chain Management System is in place; product shelf life is monitored, products are free of damage; correct products and quantities are "picked" and delivered on the correct day and time; the correct price is charged, product discrepancies and complaints are resolved and corrective action is initiated; customer satisfaction is monitored; supplier/FDA-initiated food recalls are promptly reported, and salvaged products are not delivered.

### **SCOPE OF SERVICES:**

The awarded Vendor for Ice Cream Products will charge the District a fixed price for products. This fee to the District will include all costs that are associated with the contract. When these products have been awarded and approved by the District, the Vendor will order, receive, and store the products and distribute these products as directed by the District. Purchase orders will be used to facilitate payment.

In accordance with Federal requirements 210.21 Procurement, the school food authority (LPSD) must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

- (1) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(a) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(b) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(2) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(3) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(4) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(5) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

*Prohibited expenditure.* No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

The Vendor shall inform the District immediately of any market changes concerning supply and demand that may affect pricing and/or distribution and advise the District as such in order to make the most economical decisions for the District.

While procuring and researching products, the Vendor is required to respond promptly to problems with products, delivery, or transaction documentation, provide timely and accurate cost and usage reports, and perform all contractual requirements in a manner consistent with the best interests of the District.

**CLARIFICATION DEADLINE:**

The Vendor for Ice Cream Products is presumed to completely accept the RFP requirements. **The Vendor must raise any questions regarding the RFP requirements no later than July 9th, 2018, 1:30 PM CST.**

In addition, the Vendor must list and outline, in their RFP response, any exceptions to the RFP requirements. The timeliness, nature and number of the exceptions taken by the Vendor are among the factors that the District will consider in selecting the successful Vendor.

**TIMELINE OF EVENTS:**

Monday, July 2, 2018	Solicitation Release Date
Monday, July 16, 2018	Deadline for Questions / Alternate Product(s) Requests 3:00 PM CST
Thursday, July 19, 2018	RFP Due - 1:30 PM CST
Thursday, July 19-Friday, July 25, 2018	Anticipated Evaluation
Thursday, July 26, 2018	Anticipated Recommendation for Board Approval
Tuesday, July 31, 2018	Anticipated BOE Award
Wednesday, Aug 1, 2018	Anticipated Vendor Award Notification

**RFP CONTENTS AND SUBMISSION:**

RFPs shall include the following information:

- A. Name, address, and telephone number of Vendor for Ice Cream Products.
- B. Full price for providing the Product, and Services in accordance with the RFP.
- C. A completed RFP Form attached to this Request For Proposal.

D. Name, address and telephone number of not less than two (2) references for whom the Vendor for Ice Cream Products has provided similar Supplies, and Services to within the last 2 years.

E. Detailed description of material and services to be provided.

Vendors for Ice Cream Products must use the forms provided for the purpose of submitting quotes and must give the unit price, extend totals, and sign the quote as required in each specific instance. If the Vendor does not care to quote, we request that forms be returned and the reason noted.

Identify the item you will furnish by brand or manufacturer's name and catalog numbers, as applicable. Also furnish all specifications and descriptive literature.

**SPECIAL REQUIREMENTS:**

One original clearly marked "**Original**", and two (2) copies, clearly marked "**Copy**", must be submitted. The complete RFP Response should be sealed in an envelope or box for delivery to the Purchasing Office of Liberty Public Schools. "Copy" documents must be identical to Original Response submitted. The Liberty School District will not be held responsible for pricing sheets or materials left out of "Copy" or "Original" submittals.

The District may occasionally submit more than one separately numbered proposal packet to you in a single envelope. Please be aware that you must return separately numbered proposals to the District in separate envelopes. Multiple options within the same proposal may, however, be submitted together.

**ADDENDA:**

All changes, additions, and/or clarifications in connection with this RFP 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 RFP (see "RFP Response Form"). Verbal responses and/or representations shall not be binding.

**EVALUATION:**

In evaluating any aspect of the Proposal, the District may consider previous dealings with the Vendor, references from the Vendor's customers, inspections of other Supplies or Services provided by the Vendor, and any other information the District obtains regarding the Vendor, or that the District deems relevant. Only proposals that meet the requirements contained in this RFP will be evaluated on the following criteria:

<u>Criteria</u>	<u>Possible Points</u>
<b>Price Evaluation:</b> lowest Total Extended Cost Per Product	40
<b>Service:</b> ability to supply all items as specified	30
<b>Administrative Requirements:</b> ability to supply reports as specified	10
<b>PTI/Traceability</b> System information: documentation	10
<b>Quality Assurance System</b> information: documentation	5
<b>HACCP Program</b> information: documentation	5
<b>TOTAL POINTS</b>	100

The average of all scores will be calculated to determine a ranking of all Respondents for each category. The Evaluation Committee shall determine if interviews are necessary.

**SUPPLEMENTAL MATERIALS:**

Vendors for Ice Cream Products are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the vendor wishes to include as a condition of the proposal, must also be in the returned RFP package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

**CONTRACT TERM:**

The initial awarded contract period shall be **August 1, 2018 to June 30, 2019**. This awarded contract may be renewed for up to three (3) additional one-year terms by mutual agreement of Liberty Public School District and Selected Vendor.

Initial year                      August 1, 2018 to June 30, 2019  
Option Year 1:                    July 1, 2019 to June 30, 2020

Option Year 2	July 1, 2020 to June 30 2021
Option Year 3	July 1, 2021 to June 30, 2022

At the District’s option, there may be an additional 90-day transitional period added to the end of the initial term or any renewal term. The Agreement prices, terms and conditions are to remain in force during the transitional period. Should the Agreement with the Vendor terminate during the initial or any renewal term for any reason, the District reserves the right to have the same transitional period, prices, terms, conditions as if the Agreement terminated at the expiration of that term.

Prices for all items included in this bid may be adjusted annually based upon the percent changes (whether up or down) of the Consumer Price Index (CPI) data published by the Bureau of Labor Statistics (BLS) found at <https://www.bls.gov/cpi/>. **If Liberty Public School District does not receive price adjustment information by May 1<sup>st</sup> of each renewable year, then it is understood that the current year’s pricing will remain in effect for the following calendar year.** The awarded contract will not automatically renew but will be based upon continuation being in the best interest of the District. Vendor will be evaluated at the end of the contract period on their ability to fulfill all requirements as stated in this RFP. The Liberty Public School District may terminate the contract at the end of each contract period by providing written notice to the supplier on or before June 30<sup>th</sup>. Written notice of termination may also be initiated at any time by either party for failure to uphold the terms of the contract. The transfer or assignment of this contract is prohibited.

See Bid Terms, Item C for midterm cost adjustment criteria.

**TERMINATION:**

Contracts may be terminated at any time, on 30 days written notice, upon the mutual agreement of all parties, or in a shorter period of time, if the terms of the contract are violated in any way.

**RFP OPENING:**

The RFP Response Form and any modifications shall be returned in a sealed envelope addressed to the Purchasing Department, 801 Kent Street, Liberty, Missouri, 64068. **The RFP number and RFP Opening date shall be shown on the face of the envelope, and must be labeled with the vendor’s name.** Facsimile telegraph RFPs will not be considered. RFPs may be modified if sent in a sealed envelope, marked “Revised RFP”, and be in the possession of the Purchasing Director by the RFP opening date and time. All prospective Submitters will utilize the attached RFP Form.

**RFP REJECTION:**

The District reserves the right to accept or reject all or any part of any quote, to waive technicalities, and to accept the offer that the District considers to be the most advantageous.

**ACCEPTANCE OF RFP:**

The District reserves the right to accept the RFP that, in its judgment, is the lowest and/or best RFP.

**LATE RFP:**

RFPs received after the date and time of the RFP opening stated herein shall not be considered and will be returned unopened.

**MISTAKE IN RFPS:**

If the respondent discovers a mistake in RFP prior to the date and time specified for the RFP opening, he or she may correct the mistake by modifying or withdrawing the RFP. If the apparent low and best Vendor discovers a mistake in RFP of a serious and significant nature which is unfavorable to him or her prior to the issuance of a purchase order or a contract, he or she may request consideration be given to modifying the RFP if he or she remains the lowest Vendor or to withdrawing the RFP if the result of the correction of the mistake makes another RFP lowest and best RFP. The mistake must be evident and provable. A mistake in RFP cannot be considered once a purchase order or contract is issued.

**NEGOTIATION:**

- A. The District reserves the right to award a contract based on the initial Responses received, without engaging in discussions or negotiations. Accordingly, a Vendor should submit its initial RFP on the most favorable terms possible to the District. However, should only one RFP be received by the District, the District may, but is not obligated to, conduct negotiations with this vendor whose Response, in the opinion of the District, is competitive or may best meet the needs of the District.

- B. The District may, but is not obligated to, seek clarification of a Response submitted by a Vendor.
- C. If the District chooses to negotiate, negotiation may involve any issue bearing on the Response and may take place after submission of Response and before an award is made. The District reserves the right to follow negotiations with a request for submission of a best and final Response.

**AWARD OF THE CONTRACT:**

After the RFPs have been opened and duly considered, the lowest and/or best RFP shall be submitted to the Liberty Public School District 53 Board of Education for formal approval. After approval by the District Board of Education, the Purchasing Director will notify, in writing, the successful Vendor. An approved RFP award by the Board of Education shall constitute the District’s official award of the RFP. A written contract, or purchase order, noting the terms and conditions of this RFP will be executed before “Notice to Proceed” is given. **Vendors with standardized contracts should submit them with the RFP Response.**

After the opening, the proposal will be checked against the mandatory requirements of the proposal to assure compliance. These submittal requirements are obligatory, and failure to fully comply may deem the proposal unresponsive. If the proposal fails to meet any mandatory requirements, such failures will be noted and documented in a deficiency report by the Nutrition Services Director.

- 1. On-line order entry and item inquiry – The website will enable the District to order food and supplies; to check history of quantities ordered for each item by school; to check current prices; to check nutritional information; and to check pack and special instructions for items via a computer terminal in the food service office of each school in the District.
- 2. The ability of vendor to provide nutrition and allergen information on prepared items on request; PDF file preferred.
- 3. Accurate calculation and extension of bid prices.
- 4. Ability to track the usage of items eligible for manufacturer’s rebates and commodity tracking.
- 5. Vendor must guarantee that if the Vendor does not currently stock the item being awarded that the Vendor will begin stocking the item for LPSD in time for school ordering (August 1, 2018).
- 6. If a Vendor is quoting an item that is considered “special order”, this must be noted on item as quoted.
- 7. LPSD will evaluate each vendor’s proposal to assure consistency between the various sections.

**FIXED FEES:**

Approved fixed fees shall be added to product costs to determine the selling prices of products delivered to schools. The fees shall include all services related to purchasing, storing, and delivering items covered by the contract, as well as other indirect and overhead costs, including profit and risk. Fixed fees are **not** subject to change during the RFP period. The only time the fixed fee add-on will be evaluated for adjustment is during negotiations to exercise the option to extend the agreement another year.

**FORECASTING:**

LPSD is committed to providing accurate, timely forecasts to awarded Vendor for Ice Cream Products to help guarantee a continuous supply of products. The District follows six-week cycle menus and uses Point of Service software to track actual items selected by students. This increases the accuracy of menu projections and helps enable tracking against projections.

Vendor(s) are required to bid and deliver all items listed, as well as items which may be added later. Any questions concerning a Vendor’s capability to bid or deliver an item must be raised with LPSD Nutrition Services Director, Von Gulliford at least two week prior to RFP opening. Quantities given herein are believed to be correct estimates. LPSD will advise distributor(s) of any volume increases or decreases as often as possible when these increases or decreases occur to insure a smooth flow of product and to assist in eliminating delivery shortages or distributor overstocks.

**BID TERMS:**

- A. Bidding requires firm annual pricing for products specified.
- B. Cost plus fixed fee is the maximum mark up for items where no bid allowance is available.
- C. Midterm cost adjustment: There will be an opportunity for a midterm cost adjustment on all products with proof of supplier increase of 5% or greater only. All proposed price adjustments must be received by Liberty Public

School District Director of Nutrition Services by December 1, 2018. Approved price increases will go into effect for products ordered on or after January 1, 2019. Price adjustment requests must state the proposed new price, include a copy of supplier's old and new price list, be consistent with the AMS, and must be approved by the Director of Nutrition Services in order for any new pricing to take effect. Price decreases will not require approval, and the District should receive a voluntary reduction in pricing by the Vendor for Ice Cream Products. LPSD reserves the right to solicit other sources for items where increases are proposed, and may change the source of supply if the proposed pricing seems unjustified.

- D. If an event or events should occur that, through no fault of the Vendor, would cause an unusual escalation it would be unreasonable to wait until the next scheduled time for a price change, Liberty Public School District Nutrition Services Director will discuss a request for price adjustment(s) at that time.

**NON-EXCLUSIVITY:**

This RFP does not imply the successful Vendor for Ice Cream Products will have an exclusive contract with Liberty Public School District. Liberty Public School District Nutrition Services reserves the right to purchase beverage products elsewhere without violating the rights of the successful submitter.

**ORDERING:**

The Vendor shall be able to receive a file via a secure format mutually agreed upon by the District and the Vendor. The Vendor shall be able to send the same file with date modifications reflecting a suggested order to the District in the same format. The District reserves the right to make changes to the specification with the Vendor as necessary in order to reach mutual compliance.

**REPORTS:**

The Vendor shall be able to provide, upon request, a full range of reports reflecting the District accounts. The reports need to be provided electronically via e-mail in Excel spreadsheets.

- A. **Vendor must submit a detailed bid document of all proposed items with full item description, grain equivalents, pack size, product code, unit cost, extended cost, Buy American Provision compliance, and nutrition data with the proposal.**
- B. By January 15<sup>th</sup> of each contract year, the District must receive a purchased velocity report detailing all purchases for LPSD, with LPSD numbers identified. This report must be presented in an electronic format that can be manipulated to meet the needs of the district. The velocity report is the actual purchases from July 1 through December 31. Additional velocity reports may be requested as needed. Velocity reports shall contain the following information.
  - 1. Item description
  - 2. Pack size
  - 3. Vendor product code
  - 4. Quantity produced
  - 5. Item price

**DELIVERY TIMES AND PLACES:**

Prices quoted shall be for delivery to all delivery sites in the district as shown in RFP and Contract Requirements Section, Item J. All drop sites require deliveries for the length of the contract. Deliveries shall be ordered in full-case quantities whenever possible.

Delivery Schedule: The successful Vendor shall submit delivery schedules to the school district official for approval. This schedule shall remain constant from week to week. Deliveries shall be made in accord with the frequency and hours designated in RFP and Contract Requirements Section, Item J. All deliveries must be completed by 10:00am to avoid lunch meal service. When holidays or closed days fall on a schedule delivery day, deliveries shall be made on the next school day unless otherwise instructed by the school district officials.

If delivery is delayed, LPSD Nutrition Services Office must be notified as soon as possible. Delayed is defined as more than one (1) hour past the delivery window. If an order is delivered late, the Vendor may be expected to reimburse the District for any overtime pay incurred by District personnel receiving the delivery.

Whenever a Vendor's place of business, mode of delivery, or source of supply has been disrupted by strike, act of God, or any other disruption beyond the Vendor's control, it shall be the Vendor's responsibility to promptly notify the District.

Delivery Procedure: All the Vendor's facilities and delivery vehicles shall conform to local, state, and federal rules and regulations regarding safety and sanitation, and are subject to inspection by the District and other officials at the discretion of the District. Products shall be maintained at proper temperatures throughout the supply chain when received by the District's ordering school.

The Vendor shall make all deliveries in such manner that will reduce shifting cases on the delivery truck, and thereby, minimize crushed or damaged cases/products. Signage with the Vendor's name shall be prominently displayed on delivery vehicles the Vendor utilizes to conduct business on the District's school campuses.

Drivers and helpers shall deliver merchandise into designated storage areas (dry, chilled) at each school accompanied by a designated school employee, unless predawn deliveries are made.

All shipments are subject to inspection and approval upon arrival at the District's ordering school. The District reserves the right to refuse delivery of any product(s) which may be evidence of improper storage, sanitation practices, or other damage(s). Multiple occurrences may result in the cancellation of the contract.

Delivery Personnel: All Vendor employees (i.e. service personnel, management representative, etc.), shall conduct business with District personnel in a competent, courteous, and professional manner. The District shall notify the Vendor of any chronic problems with delivery personnel. The District reserves the right to require a change in service or management representation if the conduct by the Vendor's personnel, in the opinion of the District is unprofessional.

All Vendor employees shall bear and be able to present proper identification upon request. The Vendor's delivery personnel shall be well groomed, and at all times, wearing a Vendor uniform that denotes the Vendor and employee's name. Delivery personnel shall not smoke or use tobacco on school campuses and must not remain on school property for scheduled break periods. Delivery personnel will be required to follow all security protocols established by the District. The Vendor will be responsible for damage (other than normal wear and tear) to buildings, poles, walls, and docks.

Delivery Failure: The expectation is that the Vendor guarantees delivery on the days designated. If the Vendor fails to deliver an order, the District will be notified immediately in order to make corrective actions, such as making a special delivery to the District, arranging for delivery by an alternate supplier, or by making other satisfactory arrangements. The Vendor shall be responsible for any cost difference between the price of the originally ordered products and those of an alternate supplier, should the Vendor be unable to resolve any delivery issues internally.

#### **ITEM SUBSTITUTIONS AND SHORTAGES:**

The Vendor shall accommodate all orders. Vendor must have items stocked and available to fill orders beginning the first week of August for the school year. Specified products awarded must be the product delivered. No unauthorized substitutions will be accepted. Approved substitutions will be calculated as shortages. The District shall work closely with the Vendor by providing menus, forecasted usage, and/or any other information pertaining to its ongoing and changing needs to help keep shortages to a minimum.

The District must be notified prior to delivery of any shortages that will occur either through the on-line order system confirmation or other form of communication. The Vendor will have a designated contact for weekly monitoring of substitutions and/or shortages. **Substitutions may be made only upon prior approval of the District's Department of Nutrition Services.** The decision on substitutions will be made by the District, based on cost, intended use for the menu, and customer acceptance. Substituted products must be equal to or superior to the item bid and shipped at no more than the original item cost. If the substituted item cost is less than the original item cost, the lower cost shall prevail. If the bid item is a house brand, the district must be notified when the packer of the house brand changes. A monthly report of all substitutions and the corresponding price charged must be provided.

All substitutions should be noted on the invoice. Out of stock items should be labeled "out of stock" on the invoice and the item approved for substitution must be labeled "substitution" on the invoice. In addition, the originally ordered product should be left on the invoice and show zero (0) shipped.

The District will provide written documentation to address prolonged fill rate deficiencies. Excessive shortages may cause for termination of the Contract with the Vendor, and may result in default.

### **FOOD SAFETY AND RECALLS:**

Ensuring the safety of the food supply is critical to the District. Manufacturers and distributors are expected to comply with all federal, state, and local laws and regulations regarding recalls. The Vendor shall have a process in place to effectively respond to a product recall which should include the following objectives:

- Provide accurate and timely communication to the District regarding a recall.
- Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
- Streamline the process for reimbursement for recalled products.

### **HACCP (Hazard Analysis & Critical Control Points)**

Vendor must provide documentation of their HACCP program in place. This shall be submitted as part of the Vendor's proposal. Any changes to the Vendor's HACCP plan shall be communicated to LPSD upon implementation of changes.

### **PRODUCTS:**

The District requires that the Vendor for Ice Cream Products have an effective quality/control assurance program in place with well-established procedures that are followed to ensure a quality Ice Cream Products Program.

The District reserves the right to determine product selections for the District's program. As the District's product selection requirements change, it may be necessary for the District to require a change in product selections, packaging, and/or delivery locations by the Vendor.

The District shall not be limited to the estimated usage figures. The quantities for each item are estimates based on current usage figures for a similar time period. It is understood and agreed that the District reserves the right to increase or decrease quantities, or modify conditions and/or specifications with notice.

Expanded Product and Nutrition Information: The Vendor shall provide the District expanded product information to include, but not limited to, product code number, general description of the product, portion or serving size, number of portions per package, whether delivered frozen, refrigerated, or shelf stable, storage temperature, shelf life of the product, and serving suggestions.

The Vendor shall also provide the District electronic nutritional information to include, but not be limited to, the list of ingredients as per the product label, including any allergy designations, (e.g., peanuts, tree nuts, fish, shellfish, eggs, milk, wheat, and soy); portion size in grams, calories in Kcal per portion, total fat, trans fat, saturated fat, sodium, fiber and meal component equivalents (for child nutrition items), percentage of whole grains or grain components, protein, and carbohydrate content in grams per portion, and a manufacturer contact telephone number and email address for additional information of needed.

### **NEW BID ITEMS AND MARKET CONDITIONS:**

Bid pricing on new items may be requested at any time throughout the contract period. Within 15 days of the request, the Vendor will solicit bid pricing and provide the District with pricing, indicating "bid" or "market" price (if no bid pricing is available). In addition to pricing the Vendor will also disclose to the District order availability, SPO/in-stock, vendor stock number, nutritional information and pack size information as requested.

### **BILLING:**

- A. The Vendor shall enclose a complete invoice with items to be delivered that is checked by receiving site prior to the Vendor driver leaving the premises. The invoice shall include, at a minimum, the following information: customer site name; date of order; date of delivery; a complete listing of items being delivered with product item number; units, price per unit, and extended price; product origination.
- B. Vendors shall submit statements and claims monthly on mutually agreed upon dates to LPSD Nutrition Services. Each statement shall include a summary of delivery tickets (invoiced) for the period. Each ticket shall be listed in numerical sequence and show the total charge. Statements may be submitted more often than monthly with the mutual agreement of both parties. Payment terms are net twenty (20) days after the last day of the month.
- C. Credits for incorrectly priced items or returned product should be issued within 30 days and must be accompanied by printed documentation.

**SALES TAX EXEMPT:**

The Liberty School District, Missouri, is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144,040 and 144,615 RSMO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.

**SUBMITTER QUALIFICATIONS:**

Before any RFP can be accepted, a Submitter must be deemed qualified in the judgment of LPSD officials to perform as required herein. A RFP may be rejected if a Vendor fails to meet any of the following qualifications:

A. ACCOUNTING PRACTICES

Successful Vendor must clearly demonstrate to the District officials the capability to provide accurate, reliable and timely reports, in terms of invoices, statements, rebates, credits and utilization reports. Moreover, Vendor must demonstrate the capability to spontaneously provide data for periodic review of prices by LPSD.

B. CAPACITY

Vendor must clearly demonstrate they have the capacity, physically and financially, to supply items to all delivery sites in economical quantities as required.

C. TECHNICAL SUPPORT

The Vendor must be able to support the District with technology support as requested.

D. FACILITIES AND EQUIPMENT

Vendors must have adequate warehouses for supplying contract products. Conditions for storing chilled and frozen products must be as recommended by the Refrigeration Research Foundation. Delivery temperatures of frozen and chilled food shall be in accord with Association of Food and Drug Officials (AFDOS) Code as recommended by the Food and Drug Administration.

E. PRODUCT LINE

It must be clearly evident to LPSD officials that the Vendor is capable of delivering promptly all items on the bid list and acquiring, on short notice, any peripheral items which might be required.

F. RELIABILILTY

A successful Vendor must have a proven record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A Vendor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the seller and the member districts

G. SANITATION REQUIREMENTS

Contractors' facilities may be routinely inspected by any LPSD representative. Facilities and operating practices must be continuously in compliance with the U.S. Food, Drug, and Cosmetic Act and State and local laws and regulations.

H. REPORTS

The Vendor will have the capability to provide aggregate reports upon request from District to include dollar volume for the month or YTD usage figures, descending dollar reports, and monthly performance reports.

I. SALES ACCOUNT REPRESENTATIVE

The successful Vendor will provide an account representative assigned to District to assist with district needs as they may arise.

J. WORK STOPPAGES

The Vendor guarantees delivery to the district regardless of any organized work stoppages.

**STANDARD CONTRACT CONDITIONS:**

- A. This contract shall be governed in all respects -- as to validity, construction, capacity, performance, or otherwise - by the laws of the State of Missouri
- B. Contractors providing services under the Request For Proposal herewith assure LPS District they are conforming to the provisions of the Civil Rights Act of 1964 as amended.
- C. State Sales and Use Tax Certificate of Exemption forms will be issued to the contractor upon request.
- D. Deliveries against this contract must be free of fuel surcharge, excise, transportation, and sales taxes, except when such a tax is part of a price and school district is not exempt from such levies.
- E. Modifications, additions, or changes to the terms and conditions of this Request For Proposal may be a cause for rejection of a RFP. Submitters are requested to submit all RFPs on the official form provided. RFPs submitted on a company form may be rejected.
- F. Vendors shall submit a non-collusion affidavit as prescribed by the Missouri Board of Accounts with official RFP forms attached.
- G. The Vendor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents free and harmless from and against any and 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.
- H. The successful Vendor shall meet the “Buy American” standards as defined in the Child Nutrition Reauthorization Act of 1998. School districts participating in the National School Lunch Program (NSLP) and in the contiguous United States are required to purchase for this program, to the maximum extent practicable, domestic commodities or products. The term “domestic food commodity or product” means agricultural commodities produced in the U.S. and food products processed in the U.S. substantially using agricultural commodities that come from American-produced products.

**STANDARD PRODUCT CONDITIONS:**

- A. All products shall conform to the minimum requirements of Federal and State regulations. Those requirements shall include but not be limited to weights, measures, full containers, drained weights, and contamination.
- B. All products shall conform to standard guarantee requirements with respect to HACCP safety standards, and the supplier agrees to hold the buyer harmless in the event of product failures.
- C. If a product recall is instituted on an item that has been furnished and delivered to LPS, the Vendor will immediately notify both verbally and in writing LPSD Nutrition Services office with all pertinent information of recall. Vendor will be responsible for all cost associated with replacement product, shipping charges, and/or product credit. LPSD will make final decision whether product needs to be credited or replaced.
- D. All products should arrive in an unopened original container.

**RIGHTS AND REMEDIES**

- A. In addition to other rights and remedies, LPSD reserves the right to cancel the entire contract with any Vendor who fails to perform in any manner or in accordance with the proposal as offered to and accepted by LPSD.
- B. All product(s) are subject to inspection and return, at the expense of the Vendor, if found to be non-conforming to the proposal award. If product(s) are non-conforming in any respect (quantity, quality, or packaging) the participants have the right to reject shipment without liability. If the District is not able to inspect the product(s) at the time of delivery, the district reserves the right to inspect and approve the products within a reasonable amount of time after delivery. Prospective Vendors must prove beyond any doubt to LPSD that they are duly qualified,

capable, bondable, etc. to fulfill and abide by the specifications herein listed. LPSD is not responsible for items purchased by Vendor(s) in anticipation of award.

- C. Successful Vendor should immediately notify LPSD of its inability to perform in a timely manner. The District will notify participants of any authorized substitutions or late deliveries caused by manufacturing delays, etc.

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## **RFP AND CONTRACT REQUIREMENTS**

**A. TYPE OF CONTRACT:**  
ANNUAL REIMBURSEMENT COST PLUS FIXED FEE FOR SERVICES

**B. INSTRUCTIONS FOR COMPLETING PRODUCT SPECIFICATIONS BID BOOK:**

**LPS PRODUCT CODE** – Item code used for LPS tracking/ordering

**VENDOR PRODUCT CODE** – Code vendor uses to identify product

**ITEM DESCRIPTION** – Identifies and lists the food item specifications

**APPROVED MFR** – Identifies manufacturer of product

**UNIT SIZE** – Identifies size of units in case

**UNITS PER CASE UNIT** – Number of units in each case

**VENDOR COST** – This is the cost to the vendor

**ALLOWANCE** – Any allowances off of the case cost

**FEE** – Any applicable fees to the case cost

**LPS BID CASE COST** – This is the cost per case LPS will pay

**ESTIMATED QUANTITY (CASES)** – Cases purchased based on historical data provided by LPSD.

**EXTENDED COST** – Price per package multiplied by quantities noted in “Estimated Usage”.  
Total of “Extended Cost” column equals a Bottom Line Bid cost.

**COMPLIES W/BUY AMERICAN PROVISION** – Verification of Buy American compliance.

**C. BID DISCLOSURE**

Only bottom line numbers as recorded on Page 5 will be read at the RFP opening. All Vendors are to provide for the RFP opening: signed Vendor Acknowledgement, signed required forms and Ice Cream Products Pricing Worksheet.

Line item cost prices and fees are classified as "financial information" in accordance with "The Freedom of Information Act" and are not subject to public disclosure, except after a formal written petition is made to the Board of Directors and approved by the board.

**D. DEFINITION OF COST PRICES**

A supplier's invoice costs shall reflect promotion allowances, i.e., one free with 10, or bid allowances, the benefit of which shall accrue to the purchaser. Volume rebates, target allowances and bill backs must be passed on to District. Cost prices shall be based on "delivered to distributors' warehouse." Freight rates shall normally be in carload or truckload quantities. Costs shall be based on the "latest invoice" either prior to merchandise being delivered to the purchaser or in stock. Documentation of prices bid for items not currently stocked, must be available for audit.

**E. FIXED FEES**

Fixed fees are not subject to change during the RFP period. The only time the fixed fee add-on will be evaluated for adjustment is during negotiations to exercise the option to extend the agreement another year.

**F. AUDITS**

Audits may be made of a supplier's cost price records as follows:

1. Audits may be made at the discretion of the District or at any time monthly price reviews indicate that a problem might exist.
2. Audits may be made of any product purchased during the term of the contract.
3. A full review may be undertaken when circumstances are questionable.

**G. PRODUCT CODES**

Contract Vendors shall designate items by product codes on invoices (delivery tickets).

**H. SPECIFICATION PORTFOLIO**

The successful Vendor must provide information for all items requested. The specifications must include product name, product code, product label, nutritional analysis and/or statement certifying the contribution of the product to the USDA School Meal Pattern.

**I. BUYER-DISTRIBUTION RELATIONSHIP**

Under arrangements of the contract, a contract vendor is in essence "hired" as a buyer for the District. It is the responsibility of the distributor to protect the interest of the client. Examples include but are not limited to:

1. Interface with packers on problems relating to product pack and quality.
2. Make purchases of specified items at the lowest price, including freight.
3. Maintain a constant search for substitute items, which offer better value.
4. Promote the introduction of new items, either by packer or broker or distributor representative.
5. Respond readily to problems of delivery, paper transactions, or product performance.
6. Provide promptly the necessary documents for product usage and price changes.

**J. DELIVERY SITES**

<b>Production Cafeteria Location</b>	<b># Weekly Delivery</b>	<b>Delivery Day Prior to 10:00A.M.</b>
Lewis and Clark Elementary 1407 Nashua Road Liberty, MO 64068 736-5620 / Fax 736-5466	1	Monday
Warren Hills Elementary 1251 Camille St. Liberty, MO 64068 736-5650 / Fax 736-5635	1	Monday
Liberty North High School 1000 N.E. 104 <sup>th</sup> St Liberty, Mo. 64068 816-736-5520 / Fax 736-5505	1	Monday
Kellybrook Elementary 10701 North Eastern Avenue Kansas City, Mo. 64157 736-5720 / Fax 736-5705	1	Monday
Shoal Creek Elementary 9000 Flintlock Road Kansas City, MO 67367 736-7173 / Fax 736-7155	1	Monday
Liberty Oaks Elementary 8150 N. Farley Kansas City, MO 64158 736-5620 / Fax 736-5605	1	Monday
Liberty High School 200 Blue Jay Drive Liberty, MO 64068 736-5344 / Fax 736-5345	1	Monday
EPiC Elementary 650 Conistor Liberty, MO 64068 736-5750 / Fax 736-5735	1	Monday

Heritage Middle School 600 West Kansas Liberty, MO 64068 736-6847 / Fax 736-5384	1	Monday
Franklin Elementary 201 West Mill Street Liberty, MO 64068 736-6715 / Fax 736-5443	1	Monday
South Valley Middle School 1000 Mid-Jay Drive Liberty, MO 64068 736-2806 / Fax 736-7185	1	Monday
Discovery Middle School 800 Mid-Jay Drive Liberty, MO 64068 736-7328 / Fax 736-7306	1	Monday
Liberty Middle School 1500 South Withers Road Liberty, MO 64068 736-5422 / Fax 736-5736	1	Monday
Alexander Doniphan 1900 Clay Drive Liberty, MO 64068 736-6703 / Fax 736-5403	1	Monday
Ridgeview Elementary 701 Thornton Liberty, MO 64068 736-7007 / Fax 736-5454	1	Monday
Manor Hill Elementary 1400 Skyline Dr. Liberty, MO 64068 736-6771 / Fax 736-5464	1	Monday
Lillian Schumacher 425 Claywoods Parkway Liberty, MO 64068 736-7122 / Fax 736-5494	1	Monday

Request all deliveries be completed by 10:00 a.m. to avoid conflict with lunch schedule.

**ATTACHMENT (A) – BREAD PRICING WORKSHEET**

**ATTACHMENT (B) - RESPONDENT'S EXPERIENCE**

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

- 1. Years in business under present name: \_\_\_\_\_ Years performing work specialty: \_\_\_\_\_  
Licenses currently valid in force: \_\_\_\_\_
- 2. Has Vendor been declared in default of any contract?  
 Yes  No
- 3. Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?  
 Yes  No
- 4. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder?  
 Yes  No
- 5. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?  
 Yes  No
- 6. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the respondent's financial position or future viability?  
 Yes  No

**7. REFERENCES**

Provide three references from agencies you have provided goods or services to in the past two (2) years, at least one reference should be a public school system.

**Reference # 1**

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Scope of Work Provided: \_\_\_\_\_  
Project Dollar Value: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

**Reference # 2**

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Scope of Work Provided: \_\_\_\_\_  
Project Dollar Value: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

**ATTACHMENT (C) - INSURANCE CERTIFICATE AND REQUIREMENT**

Your company, as a vendor, supplier or contractor to Liberty Public School District #53, will need to carry specific minimum types and limits of insurance in order to comply with insurance requirements imposed on us by our underwriters. We will begin tracking certificates of insurance immediately and will advise you of any deficiencies in your coverage as related to our requirements. Those requirements are as follows:

LIMITS OF INSURANCE

Each Occurrence Limit	\$1,000,000	
Damage to Premises Rented to Your Limit	\$ 100,000	Any One Premises
Medical Expense Limit	\$ 5,000	Any One Person
Personal and Advertising Injury Limit	\$1,000,000	Any One Person or Organization
General Aggregate Limit	\$2,000,000	
(Other Than Products/Completed Operations)		
Products/Completed Operations Aggregate Limit	\$2,000,000	
Employers Liability and Workers Compensation		
Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Policy Limit
Bodily Injury by Disease	\$1,000,000	Each Employee
Commercial Auto Liability	\$2,000,000	Each Occurrence
Commercial Excess/Umbrella Liability	\$4,000,000	Each Occurrence

Liberty Public School District, should be listed as an “additional insured” on your General Liability Policy. Please share these requirements with your insurance agent and have a current Accord form Certificate of Insurance sent to:

Jake Murray  
Lockton  
444 W. 47<sup>th</sup> Street, Suite 900  
Kansas City, MO 64112

And

Jill Parker  
Liberty Public School District #53  
1138 Southview Drive  
Liberty, MO 64068

**ATTACHMENT (D) – FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM**

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) agrees that any failure by your company to aRFPe by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: \_\_\_\_\_ (signature)

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_ (company name)

**ATTACHMENT (E) - FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT**

I, \_\_\_\_\_, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by \_\_\_\_\_ (hereinafter “Company”) and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as “Basic Pilot”) federal work authorization program with respect to Company’s employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: \_\_\_\_\_ (individual signature)

For \_\_\_\_\_ (company name)

Title: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

**ATTACHMENT (F) - FELONY CONVICTION NOTIFICATION FORM**

The person or business entity that enters into an agreement with this school district must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The district may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement”.

By submitting this offer and signing this certificate, this Proposer:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and
- Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and vendor agrees to share this information with the District upon request.

**Vendor Name:** \_\_\_\_\_

**Vendor Address:** \_\_\_\_\_

**Vendor E-mail Address:** \_\_\_\_\_

**Vendor Telephone: Fax Number:** \_\_\_\_\_

**Authorized Company Official’s Name:** \_\_\_\_\_ (Printed)

**Signature of Company Official:** \_\_\_\_\_

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

**ATTACHMENT (G) – W9**

Please provide either a copy of your company’s W9 or complete and insert the copy below with the returned RFP proposal.

Form <b>W-9</b> (Rev. November 2017) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the requester. Do not send to the IRS.</b>
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
5 Address (number, street, and apt. or suite no.) See instructions.		Requester’s name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																																																	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																																																	
<b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																	
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<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**ATTACHMENT (H) - NO RFP RESPONSE FORM**

This form is designed to assist the Proposer in providing information necessary to confirm a “No-RFP” response. To remain potentially involved in future opportunities, the Proposer should state the reasons for declining such an invitation. Please submit to Procurement after completion and required signature.

**RFP NUMBER: REQUEST FOR PROPOSAL (RFP) FOR BEVERAGE PRODUCTS– RFP 014-018**

**Company Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Please Note:**

A no-RFP response is a critical factor in remaining on the Proposers list, and thus ensures future business opportunities. In addition, a no-RFP response demonstrates that, while you are not interested in RFPing for a particular project, you are still interested in competing for future opportunities and want to stay on the prospective Proposers list.

We, the undersigned have declined to submit a RFP for the following reason(s):

- \_\_\_ Specifications are too rigid (i.e. geared toward one brand/manufacturer/service only (explain below).
- \_\_\_ Unable to meet deadline for responding to above RFP number (IFB/RFP).
- \_\_\_ We do not offer this product or service.
- \_\_\_ Our schedule would not permit us to perform.
- \_\_\_ Unable to meet specifications.
- \_\_\_ Unable to meet Bond/Insurance requirement(s).
- \_\_\_ Specifications unclear (explain below).
- \_\_\_ Unable to meet insurance requirements.
- \_\_\_ Please remove us from your “Proposers List”.
- \_\_\_ Other (specify below).

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_

I certify that the above information is true and correct, and that no other data, fact or consideration offered or given has influenced this response.

**Submitted By:** \_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title/Department

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DOCUMENTS NEEDED FOR RFP AWARD CONSIDERATION:**

1. Signed RFP Document w/ Two Additional Copies of RFP Response Package for Review.
2. Completed Bakery Workbook –Attachment (A)
3. Completed Respondents Experience Form, with References Form –Attachment (B)
4. Insurance Certificate Form –Attachment (C) ONLY REQUIRED FROM AWARDED VENDOR
5. Federal Work Authorization Program (“E-VERIFY”) Addendum Form – Attachment (D)
6. Federal Work Authorization Program Affidavit Form –Attachment (E)
7. Felony Conviction Notification Form – Attachment (F)
8. HACCP Program Documentation
9. Biosecurity Policy