

Smoky Hill Education Service Center
 605 E. Crawford ST
 Salina, KS 67401
 Phone: 785-825-9185
 REQUEST FOR PROPOSAL
 Sealed Bid Due Thursday, July 26, 2018 at 4:00 PM

SEALED BID

 Sealed Bids to be marked "Volume Purchasing Program
 Prime Vendor Cafeteria Food Bid"

 Sealed Bid Due Thursday, July 26, 2018 at 4:00 PM

Description of Proposal	
ITEMS:	Commercially purchased food items and commodity processed foods.
TYPE OF CONTRACT:	Bottom line and reimbursable cost plus fixed fee for services.
PERIOD:	Effective August 1, 2018- July 31, 2019 pending approval.
MAIL OR DELIVER BIDS TO:	Smoky Hill Education Service Center Attention: Chris Modellmog 605 E. Crawford ST Salina, KS 67401
CONTACTS:	All questions concerning this invitation to bid, should be submitted in writing to Chris Modellmog, Executive Director, at cmodellmog@smokyhill.org
BID TIMELINE:	Solicitation Release Date - July 9, 2018 Clarification Deadline – July 20, 2018 RFP Submission Deadline – July 26, 2018 RFP Bid Opening – July 27, 2018 Evaluation Period – July 27-30, 2018 Anticipated Recommendation for Approval – July 30, 2018 Anticipated Award – July 30, 2018 Anticipated BID Award Notification – July 31, 2018

Smoky Hill Education Service Center (also referred to as Smoky Hill ESC and/or SHESC and/or the service center) will be accepting proposals for a prime vendor for its volume purchasing program. Only proposals received by the date and time specified will be considered.

PROPOSAL: Sealed proposals shall be filed no later than **4:00 pm, Thursday, July 26, 2018**. Proposals must include a USB Drive with the completed bid spreadsheet as presented in this RFP and must be sent in a sealed envelope with the provided return label on the outside. No faxed or emailed bids will be accepted. It is the bidder’s responsibility to assure receipt of the bid.

Please complete the Bid Spreadsheet by filling in all sections as outlined in the guidelines for completion –“Section VIII Bid and Contract Requirements” of this document. If you have difficulty accessing the document, please contact Smoky Hill Education Service Center immediately. The Product Specifications Bid Spreadsheet must be completed electronically and will not be accepted as a handwritten hard copy.

Bidders must fill in all blank columns on items being quoted such as manufacturer brand name and number, and unit price and all other requested criteria. It will be the bidder’s responsibility to check and verify that the formulas provided in the Product Specification Bid Spreadsheet are totaling correctly. If 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 noted on the Bid Specifications Spreadsheet, noted on the Deviations Statement and 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 may disqualify the offer.

CLARIFICATION DEADLINE: The bidder is expected to completely accept the bid requirements. The bidder must raise questions regarding the Bid requirements or request for alternate products no later than July 20, 2018, 3:00 pm CST. Response to questions and addenda will be published on the Smoky Hill ESC website. Bidders are responsible for monitoring the site for updates throughout the bid period.

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 a USB Drive with completed Bid Specification Spreadsheets as presented in this RFP. Place your proposal in a sealed envelope, type or print the company name and address in area provided below and affix the label on the outer surface of the envelope or package.

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

DO NOT OPEN - SEALED RFP RESPONSE - DO NOT OPEN

TITLE: Volume Purchasing Program--Prime Vendor Cafeteria Food Bid

PROPOSAL TO BE OPENED ON: JULY 27, 2018 at 10:00 AM

FROM:

DELIVER TO:

SMOKY HILL EDUCATION SERVICE CENTER
ATTN: CHRIS MODELMOG
605 E. CRAWFORD ST
SALINA, KS 67401

I. CONTRACT SECTION

Bidding Firm must submit the following:

NAME OF FIRM BIDDING: _____

SIGNING OFFICER: _____

DATE SUBMITTED: _____ TELEPHONE: _____

Our Bottom Line Bid for product is as follows:

Food Bid Total Amount: \$ _____

Distributor shall provide a pricing source with cost plus fixed fee for the purchase of all items identified in specifications and all additional 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.

Pricing Source Used to Establish Fixed Fee: _____

Cost Plus Fixed Fee: _____

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

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

DEVIATION STATEMENT AND VENDOR ACKNOWLEDGMENT FORM

CHECK ONE:

No Deviations

Deviations – bidders must list and outline in this bid response any exceptions to the bid terms and contract requirements. The timeline, nature, and number of exceptions taken by the bidder are among the factors that SHESC will consider in scoring and awarding the bid.

Listing of Deviations: _____

Deviation from Specifications Bid Spreadsheet

List by Item #s: _____

BUY AMERICAN PROVISION

SHESC members participate in the National School Lunch Program and School Breakfast Program and are required to use the nonprofit Nutrition Services 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).

Compliance with the Buy American Provision must be documented on the bid sheet as outlined. Any exceptions must be specifically noted and may be rejected at the discretion of Smoky Hill ESC.

Member districts may require that suppliers certify the percentage of U.S. content in the products supplied. "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 the SHESC member making the purchase a minimum of 7 days 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, U.S. 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.

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, audiotope, 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, 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. Email: program.intake@usda.gov

CLEAN AIR ACT

Per the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended — Contractors awarded contracts and subgrants of amounts in excess of \$150,000 must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

DEBARMENT AND SUSPENSION

As required by Executive Orders 12549 and 12689, the undersigned certifies the following:

The bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency according to Executive Order 12549 titled Debarment and Suspension. The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.

"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 bid 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."

DATE: _____

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

Pages 3-5 MUST be completed, signed in ink & returned or the proposal may be considered non-responsive.

II. GENERAL BID AND CONTRACT REQUIREMENTS

Overview

Smoky Hill Education Service Center was founded in 1990 as an interlocal under Kansas statute to provide professional development and volume purchasing services to school districts in the state. The service center has approximately 50 member organizations in north central Kansas, but it can serve any school district in the state.

Year after year, the service center's volume purchasing program has been identified by school district superintendents as a vital service. Schools are able to acquire cafeteria food which is the focus of this proposal as well as instructional materials, technology equipment, software, office supplies, furniture, and more through the various volume purchasing programs.

The goal of this proposal is to receive firm pricing and procure the best items to meet the needs of our member districts. This agreement will be a primary vendor contract with renewal opportunities for additional contract years.

Costs on this proposal shall be firm for the entire term, August 1, 2018 through July 31, 2019, however, there will be a chance for a midterm cost adjustments as outlined in the Prime Vendor Agreement.

The service center's intent is to enter into a long-term professional relationship with one prime vendor. We are looking for a partner with experience and financial stability whose technology will be kept up-to-date and who will sustain and provide effective customer service. SHESC's objective is to obtain a reliable supply of products in a manner that is financially viable for both the service center and the selected vendor.

In evaluating any aspect of the submitted proposal, SHESC 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 SHESC obtains regarding the Vendor, or that Smoky Hill deems relevant. Only proposals that meet the requirements contained in this RFP will be evaluated. SHESC will award the proposal based on evaluation of best total procurement value using a 100 point scale.

Evaluation Factors:

- Lowest total bid cost (items with a "No Bid" will be excluded from comparison) – 25%
- Compliance with all bid terms – 20%
- Prior experience with the vendor – 20%
- Customer Service/Response Time – 15%
- Lowest total number of "Special Order" items – 10%
- Lowest total number of "No Bid" items – 10%

Code of Conduct

Smoky Hill ESC will not engage in actions that restrict competition including, but not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business
- Requiring unnecessary experience and excessive bonding
- Conducting noncompetitive pricing practices between firms or between affiliated companies
- Awarding noncompetitive contracts to consultants who are on retainer contracts
- Allowing organizational conflicts of interest
- Specifying a brand name product instead of allowing an equal product to be offered by describing product performance or other relevant requirements
- Engaging in any arbitrary action during the procurement process, such as awarding a contract—without a valid reason—to a vendor that did not rank first (or lowest in price) according to the agency's evaluation criteria when awarding a contract

Furthermore, incentives that may serve to induce or influence an employee of SHESC engaged in the selection, award, or administration of contracts may be unlawful and will not be accepted. Examples of incentives include, but are not limited to:

- Extra goods or services that were not solicited
- Gifts (such as free merchandise, event tickets, gift cards)
- Money for scholarships
- Cash
- Points that can be redeemed for merchandise

III. BID TERMS

A. MANDATORY REQUIREMENTS

1. Sealed bids will be accepted at Smoky Hill Education Service Center's office at the place, date, and hour shown above following which time the bids will be opened. The successful bidder will be designated for contract purposes, provided the firm is on the qualified bid list and subject to a final review and agreement between the two parties (SHESC and selected vendor).
2. Specifications as written meet all entity's admissible 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 SHESC bid agent will be the sole judge to determine if the product quoted/tested is equal. Items delivered must be exact brand and model as reviewed and awarded, or must be approved as equal according to procedures outlined in this bid.
3. Bidding requires firm pricing.
4. Cost plus fixed fee – approved fixed fees shall be added to product costs to determine the selling prices of products delivered to volume purchasing program members. These fees shall include all services related to purchasing, storing, and delivering products covered by this contract, as well as all other indirect and overhead costs, including profit and risk.
5. Midterm cost adjustment: A midterm cost adjustment with proof of a manufacturer increase of 5% or greater may be requested. If necessary, cost adjustments shall be handled as outlined in the Smoky Hill ESC Volume Purchasing Program Cafeteria Food Prime Vendor Agreement. Cost adjustments shall not be made more frequently than once every two months without agreement by all parties.
6. If quoting an item that is considered "special order", this must be noted on each item as quoted on the bid specifications sheet.
7. Bidder must be able to provide no less than 80% of the items requested on the bid specifications list.

B. CORRECTION OR WITHDRAWAL OF BIDS

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by distributors guaranteeing authenticity. Proposals and modifications received after the time set for the opening will be declared late and not eligible for opening and consideration. Late deliveries will be held unopened. Distributors will be advised that their proposal was late and not accepted and will be allowed to pick up their proposals. SHESC is not responsible for mail, courier, or other delivery methods, in-transit time or non-delivery.

C. MISTAKES IN BIDS

If the bidder discovers a mistake in the 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 bidder discovers a mistake in the RFP of a serious and significant nature which is unfavorable to them prior to the issuance of a purchase order or a contract, he or she may request consideration be given to modifying the RFP if the bidder remains the lowest submitter 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.

D. QUANTITIES

It shall be understood by all parties concerned that any contract established as a result of this invitation will not obligate the participating volume purchasing program member districts to receive any predetermined quantity. Any quantities shown are classified as estimates for bidding purpose, and they do represent actual historic tabulation.

Distributors are required to bid and deliver all items listed, as well as items which may be added throughout the duration of this contract.

Any quantities given herein are estimates. SHESC nor SHESC members will not make any guarantees to the total amount of product to be purchased.

E. NEGOTIATION

1. Smoky Hill reserves the right to award a contract based on the initial responses received, without engaging in discussions or negotiations. Accordingly, a bidder should submit its initial RFP on the most favorable terms possible to the participating districts. However, should only one RFP be received by SHESC, Smoky Hill may, but is not obligated to, conduct negotiations with this bidder whose response, in the opinion of the service center, is competitive or may best meet the needs of Smoky Hill.
2. SHESC may, but is not obligated to, seek clarification of a response submitted by a bidder.
3. If Smoky Hill chooses to negotiate, negotiation may involve any issue bearing on the initial response and may take place after submission of response and before an award is made. SHESC reserves the right to follow negotiations with a request for submission of a best and final response.

F. REVIEW AND AWARDING OF BID

After the public opening of bids, SHESC will evaluate each bid based on the criteria outlined in the Scope. Bid requirements are obligatory, and failure to fully comply may deem the proposal unresponsive. Exceptions to specific bid terms must be noted as a Deviation on page #3 of the Contract Section and points will be deducted from the corresponding Evaluation Factors. The bidder acknowledges the right of SHESC to reject any deviations or bids as it deems it to be in the best interest of the service center and to waive informality or irregularity in any bid received.

G. EXCLUSIVITY

1. Smoky Hill ESC agrees to use the designated contract supplier as an exclusive volume purchasing program prime vendor for the various items and services listed as well as for comparable substitutes and additional items. The only anticipated exceptions might be in time of emergency or for products that the vendor is unable or unwilling to obtain.
2. The designated supplier reciprocally agrees to provide total requirements as listed herein. Thereby not supplying items on this list in a timely manner and according to forecasted needs may be considered default.
3. In case of default by the successful bidder, SHESC, after due notice (oral or written), may procure the necessary supplies from other sources. Continuous instances of default may result in cancellation of the contract and removal from the pre-qualified bid list, at the option of Smoky Hill ESC.
4. Any award made as a result of this solicitation, may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by the successful bidder.
5. Exclusivity applies to the vendor's status a prime vendor only. While volume purchasing program members will be encouraged to patronize the prime vendor, they may purchase from suppliers other than the prime vendor.

H. LINES OF COMMUNICATION

A distributor's customer service contact shall be provided for regular communication with designated SHESC personnel. When practical, communications between these parties should be conducted primarily via email, telephone, or written communications.

A distributor representative shall be assigned to SHESC and shall establish regular meetings with the service center to facilitate lines of communication. This representative is responsible for providing the following services to the service center and member districts:

1. Coordinate credits and returns of any products that are deficient or mispicked items.
2. Coordinate the replacement of critical items that are short on delivery dates by purchasing them from other sources and delivering them to the participating volume purchasing program districts.
3. Resolve any issue with the delivery schedules and coordinate alternate delivery dates when the districts are closed or during holidays.
4. Educate the SHESC team regarding special programs, promotions, and new product ideas that would be helpful to the participating districts.
5. Obtain and communicate contract pricing for new products and add new products to the bid listing.
6. Coordinate delivery of required and requested reports.
7. Respond to all requests for action and information in a complete and timely manner.

I. REPORTS

1. Bidders must submit a detailed electronic bid document of all proposed items with full item description, pack size and stock numbers with proposal.
2. Usage reports which report item sales and totals for the district, shall be supplied at least quarterly and other times upon request,
3. Distributor shall provide an initial and updated copy of all bid allowances.
4. Additional reports may be requested based on the needs of the service center and its participating districts.

J. FOOD SAFETY

Bidder must have in place systems to maintain a high-quality program for warehousing and distribution including:

1. First-in, first-out inventory rotation system
2. HACCP (Hazard Analysis Critical Control Point) system in place.
3. Cold Chain Management System in place.
4. Product shelf life is monitored.
5. Products delivered free of damage.
6. Corrective action plan in place.
7. Supplier/FDA-initiated food recalls are promptly reported
8. Salvaged products are not returned to distribution

K. DELIVERY TIMES AND PLACES

1. The prices quoted shall be for delivered product to all delivery sites in the participating districts. All sites require deliveries for the length of the contract.
2. The successful bidder shall submit delivery schedules to the participating school districts. This schedule shall remain constant.
3. Signage with the distributor's name shall be prominently displayed on delivery vehicles the distributor utilizes to conduct business on school campuses.
4. The participating districts reserve the right to refuse delivery of any product(s) which may present with evidence of improper storage, sanitation practices, or other damage(s). Multiple occurrences may result in the cancellation of the contract.
5. All products are subject to inspection and return, at the expense of the distributor, 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.

L. PAYMENTS

1. The successful bidder shall submit statements and claims monthly on mutually agreed upon dates to each participating school district. Each statement shall include a summary of delivery tickets (invoiced) for the period. Statements may be submitted more frequently with mutual agreement of all parties.
2. Credits for incorrectly priced items or returned product should be issued within 30 days and must be accompanied by printed documentation.

M. CONTRACT TERM/EXTENSION/RENEWAL

The contract, an annual bottom line cost plus fixed fee for services is effective August 1, 2018 through July 31, 2019. It is specifically understood and agreed that the contract may be renewable for successive one-year terms from August 1 through July 31st. The supplier must provide Smoky Hill ESC with guaranteed annual bid pricing based on contracted cost plus fixed fee by May 1st of each renewable year.

The service center may terminate the contract at the end of each contract period by providing written notice to the supplier on or before June 30th. 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.

N. TERMINATION

Contracts may be terminated at any time, on 60 days' written notice, upon the mutual agreement of all parties.

IV. BIDDER QUALIFICATIONS

Before any bid can be accepted, a bidder must be deemed qualified in the judgment of SHESC officials to perform as required herein. Business references may be requested to confirm qualifications and positive performance history. A bid may be rejected if a bidder fails to meet any of the following qualifications:

- A. ACCOUNTING PRACTICES – Successful bidders must clearly demonstrate to SHESC officials their capability to provide accurate, reliable, and timely reports, in terms of invoices, statements, rebates, invoice price adjustments, credits and utilization reports.
- B. CAPACITY – Bidder must clearly demonstrate it has the capacity, physically and financially, to supply items to all delivery sites in economical quantities as required.
- C. FACILITIES AND EQUIPMENT – Successful bidders 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.
- D. PRODUCT LINE – It must be clearly evident to SHESC officials that the bidder is capable of delivering promptly all items on the bid list and acquiring, on short notice, any additional items which might be required. SHESC is not responsible for items purchased by distributor(s) in anticipation of award or of subsequent orders.
- E. RELIABILITY – A successful bidder must have a proven record of service, particularly with respect to delivering all items on a regularly scheduled basis and at favorable prices. A distributor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the seller and SHESC.
- F. WORK STOPPAGES – The bidder guarantees delivery to the participating districts regardless of any organized work stoppages.

V. STANDARD PROPOSAL CONDITIONS

- A. Modifications, additions, or changes to the terms and conditions of this Request for Proposal may be a cause for rejection of a bid. Bidders are requested to submit all bids on the official form provided. Bids submitted on a company form may be rejected.
- B. The bidder agrees to protect, defend, indemnify and hold the Smoky Hill Education Service Center, 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.

VI. 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 safety standards, and the supplier by his/her signature on Section I, agrees to hold the service center and participating districts harmless in the event of product failures.
- C. All products should arrive in an unopened original containers.
- D. Perishable products shall have a minimum of a two week shelf life from date of delivery.

VII. RIGHTS AND REMEDIES

In addition to other rights and remedies, SHESC reserves the right to cancel the entire contract with any distributor who fails to perform in any manner or in accordance with the proposal as offered to and accepted by SHESC.

VIII. BID AND CONTRACTS REQUIREMENTS

TYPE OF CONTRACT:

Annual Reimbursement Cost Plus Fixed Fee for Services

INSTRUCTIONS FOR COMPLETING PRODUCT SPECIFICATIONS BID SPREADSHEET

Product Name & Description – the product name and description

Unit of Measure – Identifies and lists the product specifications and pack size of the item.

Manufacturer Name – Identifies the product manufacturer.

Manufacturer Product Number/Code – manufacturer’s identifier for the specified product.

Meets Buy American Standard – indicate “YES” if the product meets Buy American standard and “NO” if it does not.

SPO – Mark with an “X” if any product specified is considered a special order item (SPO) in column as indicated.

Vendor’s Code – indicate the vendor’s number used to identify the bid product noted.

Vendor’s Cost – enter vendor cost including freight/laid in cost as defined in Bid Terms.

Fixed Fee – enter the fixed fee per unit. (Cost plus a percentage of cost is NOT permitted.)

Shipping – any additional shipping charges if not already included in the vendor’s cost. It

Notes – indicate additional information or notes to be communicated to SHESC.

Add all “Total Item Cost” extensions to obtain a total bottom line price for this group. Enter this number on the appropriate line in Section I to indicate a total for “Food Bid Total”

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. Cost prices shall be based on "delivered to distributors' warehouse." Shipping cost rates on the spreadsheet shall normally be for delivery to school district locations. Costs shall be based on the "latest invoice" either prior to merchandise being delivered to the purchaser or in stock. Fixed fees are not subject to change during the bid period except as specifically outlined.

AUDITS

SHESC reserves the right to conduct a formal price verification review and/or contract compliance audit of the Distributor at its discretion. The Distributor shall be willing to provide information on costs without reservation.

SHESC’s intentions in conducting routine price verification reviews is to confirm that the product costs, fixed fees quoted, and amounts invoiced are in accordance with the terms of the agreement. The Distributor shall provide acceptable documentation to include but not limited to manufacturer’s price quotes, all invoices and payment information, freight bills, and inventory records.

The audit shall be conducted by designated SHESC personnel or an external auditor hired by the service center at a mutually agreed upon date during normal business hours. Each party will bear its own costs related to any audit.

IX. NOTICE OF NO BID DISCLOSURE

NOTICE OF NO BID ON PROPOSAL

"Volume Purchasing Program--Prime Vendor Cafeteria Food Bid",
Please complete this form and return by fax: (785) 825-9195
Attn: Chris Modellmog, Smoky Hill ESC

(Check below)

1. We have decided not to submit a proposal for the reason(s) listed below, but wish to remain on the vendor's list.

2. The product/service we represent should be listed in another category. (Specify)

3. We wish to be removed from the vendors list for the reason(s) listed below:

EXPLANATION FOR "NO" BID ON PROPOSAL OR WISH TO BE REMOVED

Company: _____ Phone: _____

Address: _____ Fax: _____

City, State, Zip Code _____

E-mail
Address: _____

Signature of vendor's representative: _____

Typed/Printed Name: _____

Title: _____ Date: _____

Thank you for your assistance.