



**MANHATTAN - USD 383
FOOD SERVICE
1112 HAYES DRIVE
MANHATTAN, KS 66502
Tel: 785-587-2851**

Dear Sir / Madam:

You are invited to participate in the Line Item Bid for Manhattan-Ogden USD 383.

Bids must be E-mailed using Nutrikids software format to Stephanie Smith at stephaniesm@usd383.org by no later than **One o'clock pm Friday May 3, 2019** at which time bids will be downloaded.

Bid emails shall include in subject heading: **Sealed Bid for District Food Service**

Any bid received later than the specified time, or in the incorrect format shall be disqualified. The district reserves the right to reject any or all bids and to accept the bid deemed most advantageous to the School District. We reserve the right to waive any informality in bidding.

- This is a single line item bid for July 1, 2019- June 30, 2020.

Bid prices must remain the same for the entire period of this contract July 1, 2019- June 30, 2020. If unforeseeable circumstances warrant a price increase, the vendor must provide information from a third party market bulletin of such a price increase. At which time the bid award may be revisited. USD 383 reserves the right to discontinue purchase of this item or release the vendor from the contract and obtain new quotes for this item.

All bidders whose domicile is located outside the state of Kansas should furnish the school district with a copy of their state's preferential bidding statutes and the applicable percent received by in-state bidders from the state in which the contractor is located.

Signature: *Stephanie Smith*

Title: Food Service Director, USD 383

Date: April 9, 2019

INSTRUCTIONS:

- All quotations will be submitted for the full amount requested.
- **Vendors must notify school district in advance if there is a problem meeting scheduled delivery dates or if there are shortages in quantities due.**
- All deliveries are to be made to 1112 Hayes Dr., Manhattan, KS, between the hours of **7:00 a.m. & 1:00 p.m.**, unless prior arrangements have been made for a specific time or day.
- Deliveries will be made on Monday through Friday, except on holidays.
- All freight and delivery charges are to be paid by the vendor and included in the bid price.
- All items shall be properly crated and/or packaged by the supplier to ensure delivery in good condition.
- **All items, over 10 cases in total quantity, must be delivered on pallets.**
- The vendor shall, at his expense, amend and make good on any defective or unsatisfactory items or products.
- **Nutrition Labels, Product Analysis Information and Child Nutrition (CN) labels must be provided by the vendor for each food item when contract has been awarded. These must be received at the Food Service Office, 1112 Hayes Dr., Manhattan, KS, before June 1, 2018.**
- The USD 383 Food Service Director reserves the right to reject any or all portions of the bid. The Board of Education also reserves the right to return any item/s, which in its opinion, does not meet its requirements.
- **Bid Awards will be awarded to only the top 3 vendors based on overall bid award dollar amount.**
- If an item is a special order (not stocked) item, vendor must make a notation on the bid regarding any items that fall into that category.
- By submitting the proposal/bid, the bidder acknowledges and certifies that his/her company complies with the Buy American provision that the food delivered is of domestic origin or the product is substantially produced in the United States. For these purposes, substantially means over 51% of the processed food is from U.S. produced products. If the bidder is unable to certify compliance with the Buy American Provision, the bidder shall state this in his/her response and provide an explanation as to why it cannot certify compliance.

Pursuant to the Kansas Act Against Discrimination, K.S.A. 44-1001 et seq., the following provisions are made a part of the terms and conditions of U.S.D. #383's contract-purchase orders, except where the contractor, vendor or supplier employs fewer than four (4) employees during the term of the contract-purchase order or whose contracts with this school district cumulatively totals ten thousand dollars (\$10,000) or less during the fiscal year of the school district. Acceptance of such contract-purchase orders by the contractor shall constitute agreement to these terms and conditions. Contractor agrees that: (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract-purchase order because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry; (2) In all solicitations or advertisements for employees the contractor shall include the phrase, "equal opportunity employer", or a similar phrase to be approved by the Kansas Commission on Civil Rights; (3) If the contractor fails to comply with the manner in which the contractor reports to said commission in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached the terms of this contract-purchase order, and it may be canceled, terminated or suspended, in whole or in part, by this purchaser; (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Commission on Civil Rights which has become final, the contractor shall be deemed to have breached the terms of this contract-purchase order, and it may be canceled, terminated or suspended, in whole or in part, by this purchaser; (5) The contractor shall include the provisions of paragraphs (1) through (4) inclusively of this paragraph in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.