

## **PURCHASING DEPARTMENT**

**UNIFIED SCHOOL DISTRICT 500  
2010 North 59<sup>th</sup> Street  
Kansas City, Kansas 66104  
(913) 551-3200**

The Board of Education, Unified School District No. 500, Kansas City, Kansas, will receive sealed bids on **CAFETERIA TRAY CONTAINERS** for the Nutritional Services Department, 2112 N. 18<sup>th</sup> Street, Kansas City, Kansas no later than **Thursday, July 28, 2011 at 2:30 p.m.** in the Purchasing Department Office, 2010 North 59<sup>th</sup> Street, Kansas City, Kansas, 66104.

Bids should be marked on the outside of the envelope "**BID NO. 11-002 – Lunch Containers.**"

Mandatory specifications are enclosed. Please return quotations on the enclosed forms and in the attached envelope. Complete all information requested on these forms. It is imperative that the additional documentation requested in this bid solicitation is included so that your bid may be equitably evaluated.

Please be sure to indicate any items that do not meet the written specifications on the products or services that your firm is offering. Please be advised that samples may be required prior to the awarding of the bid. Please quote all options called for in this bid quote as minimum requirements.

If there are any questions concerning the purchasing procedures or terms and conditions, please contact Wayne Correll, Purchasing Department Office, 2010 North 59<sup>th</sup> Street, Kansas City, Kansas, 66104, telephone (913) 551-3200.

Unified School District No. 500 reserves the right to reject any and all bids without recourse from the vendor.

If you cannot or chose not to quote on this bid and wish to remain on the bid list for this type of product please indicate "No Bid" on the enclosed quotation form along with your firm's name and return it to the above address.

Wayne Correll  
Purchasing Manager  
Unified School District 500

## Bid No. 11-002 – Cafeteria Tray Containers

### STANDARD TERMS & CONDITIONS UNIFIED SCHOOL DISTRICT NO. 500

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by U.S.D. 500 within this bid document. U.S.D. 500 reserves the right to reject any bid which takes exception to these terms and conditions.
2. DEFINITIONS AS USED HEREIN:
  - a. The term %bid request+means a solicitation of a formal sealed bid.
  - b. The term %bid+means the price offered by the bidder.
  - c. The term %bidder+means the offerer or vendor.
  - d. The term %U.S.D. 500+means Unified School District No. 500.
  - e. The term %Board of Education+or %BOE+means the governing body of Unified School District No.500
3. COMPLETING BID: Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked %Literature for Bid (Number).+ Do NOT indicate bid prices on literature.

All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY FO BID: Each bid is publicly opened and is made part of the public record of U.S.D. 500. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Purchasing Department Office, 2010 North 59<sup>th</sup> Street, Kansas City, Kansas, 66104, prior to the date and time indicated on the cover sheet.
7. ADDENDA: All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by U.S.D. 500 within sixty (60) calendar days after the bid opening.
10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked %No Substitute.+ Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the school district.
11. NEW MATERIALS, SUPPLIES AR EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to U.S.D. 500 by any

## **Bid No. 11-002 – Cafeteria Tray Containers**

other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the proposal.

13. **METHOD OF AWARD AND NOTIFICATION:** Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of U.S.D. 500.
14. U.S.D. 500 reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an %all or nothing %basis if the bid is clearly designed as such or when it is determined to be in the best interest of U.S.D. 500.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by U.S.D. 500 of a Purchase Order or other contractual document.
16. **DELIVERY TERMS:** All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. **DAMAGED AND/OR LATE SHIPMENTS:** U.S.D 500 has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify U.S.D. 500 Purchasing office of any late or delayed shipments. U.S.D. 500 reserves the right to cancel all or any part of an order if the shipment is not made as promised.
18. **CREDIT TERMS:** Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. **SELLER'S INVOICE:** Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. **TAX EXEMPT:** U.S.D. 500 is exempt from Federal, State and local taxes by #A 157-758. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
21. **SAFETY:** All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
22. **DISCLAIMER OR LIABILITY:** U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
23. **HOLD HARMLESS:** The contractor 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. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
24. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
25. **ANTI-DISCRIMINATION Clause:** No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.

**Bid No. 11-002 – Cafeteria Tray Containers**

**PRODUCT DESCRIPTION**

Provide lunch container products to supply the district's needs for hot and cold food line packaging as called for in the attached description and specifications.

Pricing should include delivery charges to once central receiving location for the district.

Any technical questions relating to this bid should be directed to Wayne Correll, 2010 North 59<sup>th</sup> Street, Kansas City, Kansas, 66104. Mr. Correll can be contacted by phone at (913) 279-2270 or by fax at (913) 551-3253.

When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Burden of proof of equivalency shall reside with the vendor. The district shall remain the sole and final judge of equivalency.

Listed below are specifications that are **minimum specifications** (the products bid must meet or exceed the following with no exceptions). These specifications establish a level of quality and suitability for the uniforms that would be acceptable to the District. Be sure to indicate below with a check or mark "yes" or "no" beside each item to determine compliance with the written specifications.

All bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or example sites may be required prior to award of bid. Pricing is called for on the attached. If a substitute is being made for the name brand called for on the bid sheets, indicate the manufacturer and model of the uniform that your firm is bidding on the same line item. Specifications are based on the **Forms Plastic product line** of student lunch containers.

<b>ITEM: Plastic Lunch Containers</b>		
<b>Item</b>	<b>Yes</b>	<b>No*</b>
1 Trays, student lunch, meal tray black, one (1) compartment, dual ovenable meal tray up to 400 degrees Fahrenheit (400° F), 6 5/8" x 5" x 1 1/2", 1100/case	_____	_____
2 Trays, student lunch, nacho tray black, two (2) compartments, dual ovenable meal tray up to 400 degrees Fahrenheit (400° F), 6 5/8" x 5" x 1 1/2", 1100/case	_____	_____
3 Trays, student lunch, hamburger tray, black, two (2) compartments, dual ovenable meat tray up to 400 degrees Fahrenheit (400° F), 6 5/8" x 5 3/8" x 1 1/2", 1100/case	_____	_____
4 Trays, student lunch, hot dog tray, black, two (2) compartment dual ovenable meal tray up to 400 degrees Fahrenheit (400° F), 6 5/8" x 5 3/8" x 1 1/2", 1100/case	_____	_____
5 Trays, student lunch, "lunchable" tray, black, three (3) compartments dual ovenable meal tray up to 400 degrees Fahrenheit (400° F), 6 5/8" x 5 3/8" x 1 1/2"	_____	_____
6 Trays, student lunch, meal tray, clear, one (1) compartment, 6 5/8" x 5" x 1 5/8", 1500/case	_____	_____
7 Trays, student lunch, meal tray, clear two (2) compartment, 6 5/8" x 5" x 1 5/8", 1500/case	_____	_____

**Bid No. 11-002 – Cafeteria Tray Containers**

**Bid Sheet**

**Samples may be required and shall be supplied at no charge to the school district.**

<b>ITEM: Plastic Lunch Containers</b>		
<b>Item</b>	<b>Approx. Qty.</b>	<b>Total Cost Per Case*</b>
1 Trays, student lunch, meal tray black, one (1) compartment, dual ovenable meal tray up to 400 degrees Fahrenheit (400° F), 6 5/8" x 5" x 1 1/2", 1100/case	300 Cases	
2 Trays, student lunch, nacho tray black, two (2) compartments, dual ovenable meal tray up to 400 degrees Fahrenheit (400° F), 6 5/8" x 5" x 1 1/2", 1100/case	80 Cases	
3 Trays, student lunch, hamburger tray, black, two (2) compartments, dual ovenable meat tray up to 400 degrees Fahrenheit (400° F), 6 5/8" x 5 3/8" x 1 1/2", 1100/case	140 Cases	
4 Trays, student lunch, hot dog tray, black, two (2) compartment dual ovenable meal tray up to 400 degrees Fahrenheit (400° F), 6 5/8" x 5 3/8" x 1 1/2", 1100/case	85 Cases	
5 Trays, student lunch, lunchable tray, black, three (3) compartments dual ovenable meal tray up to 400 degrees Fahrenheit (400° F), 6 5/8" x 5 3/8" x 1 1/2"	40 Cases	
6 Trays, student lunch, meal tray, clear, one (1) compartment, 6 5/8" x 5" x 1 5/8", 1500/case	300 Cases	
7 Trays, student lunch, meal tray, clear two (2) compartment, 6 5/8" x 5" x 1 5/8", 1500/case	85 Cases	

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

1. Contractor shall give written notice to the Purchasing Manager of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of said price changes on an annual basis.
2. Such notice must be accompanied by a copy of the supplier's advisory or notification to the contractor of a justifiable price change.
3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
5. Approved price changes are not applicable to orders already issued and in process at time of price change.

**Bid No. 11-002 – Cafeteria Tray Containers**

6. The School District reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Manager retains the right to determine whether or not such proposed price changes are in the best interests of the school district.
8. If in the opinion of the Purchasing Manager any proposed increase is found unacceptable, the Purchasing Manager reserves the right to cancel the contract upon fifteen (15) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Purchasing Manager on the mailing lists for such publications so the Purchasing Manager can monitor said changes. Such membership will be at no cost to the school district.
10. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be cancelled and a new contract will be solicited.

**Maximum Price Increase for Years Two & Three**

**Year Two** \_\_\_\_\_ %  
**Year Three** \_\_\_\_\_ %

Indicate the manufacturer and model of the trays your firm is bidding for each of the above:

1	Manufacturer _____	Model _____	_____
2	Manufacturer _____	Model _____	_____
3	Manufacturer _____	Model _____	_____
4	Manufacturer _____	Model _____	_____
5	Manufacturer _____	Model _____	_____
6	Manufacturer _____	Model _____	_____
7	Manufacturer _____	Model _____	_____

Indicate earliest date when delivery of the above products can be completed after approval and receipt of the order: \_\_\_\_\_

What is the standard delivery time after receipt of an order? \_\_\_\_\_

Period of Price Guarantee  
 (Must not be less than 6 months) \_\_\_\_\_

Is all required documentation attached (YES/NO)? \_\_\_\_\_

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

**BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_

**Bid No. 11-002 – Cafeteria Tray Containers**

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

FIRM: \_\_\_\_\_  
\_\_\_\_\_