

**JEFFERSON CITY SCHOOL DISTRICT  
FOOD SERVICES  
315 E. DUNKLIN ST  
JEFFERSON CITY, MO 65101**

**REQUEST FOR PROPOSAL  
BAKERY PRODUCTS**

**DATE: May 5, 2023**

The Jefferson City School District is accepting bids for the bakery products for the 2023-2024 school year. If you have any questions or concerns contact Dana Doerhoff at 573-659-3010.

The bid is subject to the Instructions and General Conditions of bidding listed below and any special conditions set forth herein. Sealed Bids will be accepted until 1:00 p.m. on Wednesday, May 31, 2023 and should be delivered to Nutrition Services Director, 315 E. Dunklin St., Jefferson City, MO 65101. Mark envelope "Bakery Supply Bid".

**INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING**

1. Prices quoted shall include all freight and handling charges for delivery of the goods or services requested at the location(s) indicated in the attached sheets.
2. Listed are the item requested and item description for you to enter a price for this EXACT product. If your description of the item differs in any category, then you must identify the item you will furnish by brand and description.
3. The Jefferson City School District reserves the right to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the JCSD considers most advantageous.
4. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the JCSD is exempt from them by law. A tax exemption certificate will be furnished upon request.
5. Failure to deliver as guaranteed, or any other default by the bidder, may result in the disqualification of the bidder from future bidding.
6. Should bidder take exception to any terms, conditions, or specifications stated herein, such exception must be noted IN WRITING within your bid submittal and an alternate stated. Failure to so do will result in the assumption and requirement of compliance with said terms, conditions, and specification as stated.
7. According to section 171.181 of the Missouri State Statutes, no board member, officer or employee of the Jefferson City School District is permitted to sell or provide any of the commodities stated within this bid to the Jefferson City School District.

**JEFFERSON CITY SCHOOL DISTRICT  
NUTRITION SERVICES  
315 E. DUNKLIN ST  
JEFFERSON CITY, MO 65101**

**REQUEST FOR PROPOSAL  
BAKERY PRODUCTS**

This contract shall be for furnishing BAKERY PRODUCTS on a weekly basis to the individual twelve elementary schools and the five secondary schools from August 1, 2023 through July 31, 2024. See attached list of school addresses.

**GENERAL TERMS AND CONDITIONS**

**2023-2024 SCHOOL YEAR**

**INTRODUCTION:**

The bid is subject to the General Terms and Conditions listed below and any special conditions set forth herein. Sealed Bids will be accepted until 1:00 p.m. on Wednesday, May 31, 2023 should be delivered to Nutrition Services Director, 315 E. Dunklin St., Jefferson City, MO 65101. Mark envelope "Bakery Supply Bid".

1. The Jefferson City School District will contract with one bakery supplier for the school year. Deliveries will start after August 1, 2023. The contractor will be responsible for proper execution of bread contract.
2. Average Daily Participation is 6,000 for lunch and 3,610 for breakfast. JCSD enrollment is approximately 8,500.
3. The prices bid will include delivery made one a week or as needed or arranged and shall be fresh baked. Delivery shall be made to each of the seventeen (17) schools. List of schools and addresses are included with this bid. Bread racks shall be furnished as needed.
4. All bidders shall comply with the Federal, State, and City Department of Health rules and regulations relative to bakeries and bakery products.
5. A delivery slip shall be left at each school at the time of delivery. A statement, by school, shall be submitted weekly to the School Nutrition Office.
6. Any deviations from the specifications as stated, i.e., escalation clause, discount for early payment, **must be stated in writing** and included with the bid.
7. Contractor agrees that any employee acting on behalf of the contractor and performing duties on JCSD property will adhere to JCSD policies related to staff conduct including but not limited to:

banning the use of tobacco on JCSD property, drug free workplace and activities that could be viewed as unethical or a conflict of interest. Vendors whose staff will regularly enter school buildings will background check each staff member to ensure they are not on a sexual offender or predator list. A complete list of JCSD policies can be found at [www.jcschools.us](http://www.jcschools.us) – School Board – Board Policies.

8. As an independent contractor of the JCSD, contractor will provide documentation and a sworn affidavit that all employees of the contractor are not considered unauthorized aliens as defined by federal law and are enrolled in and actively participate in a federal work program (FWAP) used to verify citizenship information of newly hired employees under the Immigration Reform & Control Act of 1986. Contractor must also sign and provide to the JCSD an affidavit indicating they do not knowingly employ any unauthorized aliens under this agreement.
9. Contractors must maintain all required records for three years after final payment and all other pending matters are closed for all negotiated contracts. Duly authorized representatives of the Local Education Agency, State Agency, United States Department of Agriculture, or Comptroller General must have access to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts.
10. The JCSD Board of Education reserves the right to discontinue purchasing from the winning bidder for:
  1. Failure to provide the specific items agreed to in the bid.
  2. Failure to deliver products in a timely manner.
  3. Failure to provide satisfactory service or products.
  4. Failure to meet all State and Local Health Codes and HACCP requirements.
11. Contractor is required to recognize mandatory standards and policies related to energy efficiency which are contained in the Missouri State Energy plan dated October 2015 issued in compliance with the Energy policy and Conservation Act (PL 94-165).
12. As per 2 CFR 200.321 (a) Jefferson City School District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps include: (1) Placing qualified small and minority businesses, and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in items (1) through (5) of this section.

**SPECIFICATIONS:**

1. Each bidder should read carefully the information printed on the bid forms and the specifications on each item including the ALTERNATES listed.

**EVALUATION:**

All factors including service, accuracy, price and other amenities will be considered when evaluating the bids. JCSD will perform a cost or price analysis wherein independent estimates are created prior to issuing the request for proposal. This does not obligate JCSD to pay any costs incurred by vendors related to submission of proposals in response to this request for proposal.

**AWARD:**

1. The award will be made by the JCSD authorized representatives and approved by the JCSD Board of Education on the basis of price and other factors, to the responsive and responsible bidder whose response is most advantageous to the Jefferson City School District - Nutrition Services Department.
2. The JCSD reserves the right to reject any or all bids, waive any informalities in the bids received and to award the bid on the basis of any single bid or any combination of bids that best conform to the bid conditions and specifications, and will be most advantageous to the JCSD, price and other factors considered.
3. This contract will be for the period of one (1) year and JCSD reserves the right to negotiate prices based on CPI for three (3) successive years, providing service and product have been satisfactory.

**PRICES:**

1. All bids shall be deemed final, and no bid shall be subject to correction or amendment for error or miscalculation.
2. All bid prices shall be quoted as “delivered” prices.

**CONDITION AND QUALITY OF FOODS**

1. All products on which bids are submitted must conform to the “Buy American Provision”.

All commodities and products must be of domestic origin to the maximum extent practicable, as required by 7CFR Part 210.21 (d). Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (Substantially means over 51% from American products. Therefore, over 51% of the final processed product, by weight or volume, must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume.)

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing for prior approval, in advance of delivery. If a product is known to be unavailable domestically throughout the school year, the request can be submitted in writing annually for prior approval. The request must include the:

- a. Alternative substitute (s) that are domestic and meet the required specifications:
  1. Price of the domestic food alternative substitute (s); and
  2. Availability of the domestic alternative substitute (s) in relation to the quantity ordered
- b. Reason for exception: limited/lack of availability or price (include price):
  1. Price of the domestic food product; and
  2. Price of the non-domestic product that meets the required specification of the domestic product.

A certification of domestic origin for products which do not have a country of origin label must be provided. The certification must state the product was processed in the United States, and contains over 51% of its agricultural food component, by weight or volume, from the United States.

2. Any products dated or coded for freshness must be delivered prior to the end of its freshness period and with a minimum of 10 days duration prior to expiration or pull date of product. Any out dated products received will be rejected and vendor will be required to credit the value of these products to the JCSD. The successful vendor must supply any freshness code information to the JCSD authorized representative prior to the first product delivery of the school year and/or when there are any changes in the coding information during the bid period.

## **ORDERING PROCESS**

After awarding of bid, orders will be placed by a method agreed upon between JCSD and vendor.

## **BILLING**

1. Payment to vendors for purchases made will be submitted and processed under JCSD normal payment procedures that generally provide for the issuance of payments approximately 60 days subsequent to the delivery of product and/or services.
2. Cost of all returns shall be the responsibility of the successful bidder.
3. Successful bidder must be able to provide to the satisfaction of JCSD accurate, reliable and timely reports (invoices, statements, rebates and credits).

## **TAXES/SURCHARGES**

No delivery charges or fuel charges will be paid by JCSD.

## **DELIVERY**

1. The successful bidder shall be responsible for delivery of items in good condition at point of destination and shall file with the carrier all claims for breakage, imperfections and other losses, which will be deducted from invoices. JCSD will note, for the benefit of the successful bidder, when packages are not received in good condition and/or shortages occur.
2. All deliveries shall be accompanied by delivery invoice. Invoices shall contain the following information for each item delivered: Name of Article, Item Number, Quantity, Price, Date and the Name of the Successful Bidder.

### **INSPECTION AND RECEIVING**

The JCSD reserves the right to inspect delivered goods. If the goods cannot be inspected at time of delivery, the successful bidder shall abide by the results of an inspection at a later time. The successful bidder agrees that any discrepancies will receive prompt attention and correction.

### **ACTS OF GOD**

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

### **FAILURE TO COMPLY WITH BID TERMS AND CONDITIONS**

If the successful bidder fails to deliver as ordered, JCSD reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense, or to purchase from other sources and deduct the cost from the successful bidder's contract.

### **CONTRACT PROVISIONS**

- 1) As required by Executive Order 12549, the undersigned certifies the following:
  - a) 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 title Debarment and Suspension.
  - b) The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - c) Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.
  - d) Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of \$5000.00 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-Verified). 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.

## **APPENDIX I**

a) 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.”

b) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

d) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

e) 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 exclusions 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.” SAM Exclusions 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.

f) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier up to the non-Federal award.

1. 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.

2. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-



Federal award to 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).

### **BID PROTEST PROCEDURE**

Formal protests regarding the bid AWARD must be received in writing by the Jefferson City School District within ten (10) business days after the date of the award. If the tenth day falls on a Saturday, Sunday or JCSD holiday, the period shall extend to the next business day. Protests filed regarding the bid AWARD after the ten (10) business days will not be considered.

The protest shall contain, at a minimum, the following information:

- 1) Clear indication that the communication is a formal, written protest
- 2) Name, address and phone number of the protestor
- 3) Solicitation Number
- 4) Detailed statement describing the grounds for the protest
- 5) Supporting exhibits, evidence or documents to substantiate the claim.

A timely and complete bid protest will be reviewed and decided by the Jefferson City School District. An incomplete protest or one that does not establish that the protestor has standing to challenge the award will be summarily denied. A decision addressing the merits of the protest will contain findings of fact and an analysis of the issues presented in the protest. The decision will sustain or deny the protest. If the protest is sustained, available remedies include canceling the award.

**I have read the above conditions and agree to all conditions of the bid.**

Bidder's Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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



## Jefferson City School District

### Nutrition Services

315 East Dunklin Street  
Jefferson City, MO 65101  
573.659.3010

### 2023-2024 School Year

Bread for the Jefferson City School District meal programs for the 2023-2024 School Year.

**Please bid 51% or higher whole grain items.**

**The JCSD currently has a waiver for grain products. As a result JCSD would like to receive bid pricing on the alternate products listed also. If Sara Lee is not available, please list comparable product. Provide nutrition facts labels for all products bid.**

Item Requested	Item Number	Item Description	Bid Price
Loaf Bread		Sara Lee Soft & Smooth 100% Whole Wheat Bread 1 lb 4 oz _____	
Hamburger Bun		51% Whole Grain Hamburger Buns, Note: Weight & Count _____	
Hot Dog Bun		51% Whole Grain Hot Dog Bun Note Weight & Count _____	
Loaf Bread		RTI 51% Whole Grain Bread 24 oz	
Hoagie Bun		Hoagie French Sliced WG 1.8 z	

### ALTERNATES:

Item Requested	Item Number	Item Description	Bid Price
Hamburger Bun		Sara Lee Soft & Smooth made with Whole Grain White Hamburger Buns - 14 oz, 8 count	
Hot Dog Bun		Sara Lee Soft & Smooth made with Whole Grain White Hot Dog Buns - 13 oz, 8 count	

## Jefferson City School District

### Elementary Schools

**Belair**

701 Belair Dr.  
Jefferson City, MO 65109

**Callaway Hills**

2715 State Rd. AA  
Holts Summit, MO 65043

**Cedar Hill**

1510 Vieth Dr.  
Jefferson City, MO 65109

**East**

1229 E. McCarty St.  
Jefferson City, MO 65101

**Thorpe Gordon**

1101 Jackson  
Jefferson City, MO 65101

**Lawson**

1105 Fairgrounds Rd.  
Jefferson City, MO 65109

**Moreau Heights**

1410 Hough Park  
Jefferson City, MO 65101

**North**

285 S. Summit Dr.  
Holts Summit, MO 65043

**Pioneer Trail**

301 Pioneer Trail Dr.  
Jefferson City, MO 65109

**South**

707 Linden Dr.  
Jefferson City, MO 65109

**Southwest Early Childhood Center**

812 St. Mary's Blvd.  
Jefferson City, MO 65109

**West**

100 Dix Rd.  
Jefferson City, MO 65109

### Secondary Schools

**Lewis and Clark**

325 Lewis and Clark Dr.  
Jefferson City, MO 65101

**Thomas Jefferson**

1201 Fairgrounds Rd.  
Jefferson City, MO 65109

**Jefferson City High School**

609 Union  
Jefferson City, MO 65101

**Capital City High School**

1650 Cavalier Drive  
Jefferson City, MO 65101

**JCAC**

501 Madison Street  
Jefferson City, MO 65109