



**Request for Bids
#23068B
Furnish and Deliver Milk Products**

**Due:
Thursday, June 22, 2023
at 11:00 a.m. Local Time**

Issued by:

Anoka-Hennepin School District
Purchasing Department
2727 North Ferry Street
Anoka, Minnesota 55303
Phone: 763-506-1300

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**ANOKA-HENNEPIN SCHOOLS
2727 NORTH FERRY STREET
ANOKA, MN 55303**

Request for Bid #23068B

Bids due by 11:00 a.m. Local Time on Thursday, June 22, 2023

By order of the School Board of Anoka Hennepin Schools, sealed Bids for **Furnish and Deliver Milk Products** will be received in accordance with the specifications prepared by the Anoka-Hennepin School District until **11:00 a.m. (LT) on Thursday, June 22, 2023**, at the District Purchasing Office, 2727 North Ferry Street, Anoka, MN 55303. All Bids are to be sealed and addressed to the attention of Tiffany Audette, Director of Purchasing. Bids must be labeled with the name of Vendor, bid number 23068B and a notation "Bid Enclosed".

The following project dates have been established: Request for Bid to be issued on Thursday, June 1, 2023.

All inquiries concerning this bid must be submitted by email to PurchQuotes@ahschools.us, referencing **23068B**, use **Question** as your subject, by **4:00 p.m. LT on Tuesday, June 13, 2023**. Responses will be emailed to Vendors by **4:00 p.m. on Thursday, June 15, 2023**. **Bids Due: 11:00 a.m. LT, Thursday, June 22, 2023**.

Bids must be accompanied by a bid bond, certified check, or cashier's check. The bid security or check shall be in the amount of 5% of the total bid amount submitted and be made payable to Anoka-Hennepin Schools, Anoka, Minnesota. Bid securities will be returned to all unsuccessful Vendors within 10 days after the bid is awarded by the School Board of Anoka-Hennepin Schools. Faxed securities will not be accepted.

Specifications may be examined or obtained at the Anoka-Hennepin School, Purchasing Department, 2727 North Ferry Street, Anoka, Minnesota 55303 Entrance 1 between the hours of 7:30 AM and 3:00 PM or by emailing PurchQuotes@ahschools.us, referencing **23068B Bid Request** in the subject line.

No Vendor may withdraw their bid within sixty (60) days after the scheduled closing time for the receipt of Bids.

The School Board reserves the right to reject any or all Bids or parts of Bids and to waive informalities in the bid process.

ANOKA-HENNEPIN SCHOOLS
School Board Clerk

Jeff Simon

Dated: June 1, 2023

To be published in Sun Post Newspaper on June 1, and June 8, 2023

To be published in ABC Newspapers on June 2, and June 9, 2023

PART 1 – INSTRUCTIONS TO VENDORS

1.01 INVITATION

Sealed Bids will be received at the Purchasing Department of Anoka-Hennepin School District, 2727 North Ferry Street, Entrance #1, Anoka, MN, 55303 until **11:00 a.m. LT, Thursday, June 22, 2023, to Furnish and Deliver Milk Products** in accordance with the specifications included in this document.

1.02 BACKGROUND AND OBJECTIVE

The Anoka-Hennepin School District is requesting Bids from qualified Vendors interested in providing a four-year contract **to Furnish and Deliver Milk Products** that are purchased by the Child Nutrition Department for school year programs and limited summer programs.

The District is also interested in obtaining delivery prices for the summer programs that serve food sponsored by other District departments that are separate from the Child Nutrition Department programs. These Summer Programs will have a separate ordering system and billing/invoice system from the Child Nutrition Department programs but can be proposed as similar procedures as the Child Nutrition ordering and billing systems. All Vendors submitting bids should include a bid for these summer program deliveries.

A contract for the summer programs deliveries may or may not be awarded. However, if it is awarded, it will be awarded to the same Vendor as the Child Nutrition programs awarded Vendor. The prices bid by Vendors for summer programs will in no way be used as an evaluation point when awarding a contract for the Child Nutrition Programs

Anoka-Hennepin School District is the largest public school district in Minnesota. It is comprised of over 50 schools, leased sites and administrative buildings. The District is located in two counties, 13 Minnesota communities, and encompasses approximately 5 million square feet of building space. The District serves approximately 37,000 students.

For more information about Anoka-Hennepin Schools, please view our website at www.ahschools.us.

1.03 DEFINITIONS

- **District** means Anoka-Hennepin Schools and any department or board of the District.
- **CNP** means Child Nutrition Program
- **Vendor** means the person, firm, or corporation who is submitting this bid for consideration to Furnish and deliver the specified merchandise, and “Vendor” also means a fully licensed and regulated commercial operator of procurement, warehousing, order processing, invoicing, and delivery service, which among other things, takes physical possession and ownership of manufactured goods for delivery to foodservice operations.
- **Vendor** means the manufacturer of the products being submitted for consideration
- **Contract Vendor** refers to the Vendor that will be awarded a contract as a result of this Bid
- **NL** means Nutritional Label information document and full ingredient listing for all items bid, including the CN label
- **IS** means Ingredient Statement
- **Contract period** means from the time of the award until all invoices are paid.
- **LT** means local time
- **RFB** means Request for Bid

1.04 INSTRUCTIONS

A. Response Preparation

Vendor to submit one (1) original response printed on standard copy paper, clearly labeled with:

Vendor Name

23068B Furnish and Deliver Milk Products

Attn: Tiffany Audette/ Director of Purchasing

and a notation “Bid Enclosed – Do Not Open until **Thursday, June 22, 2023, at 11:00 a.m. LT.**”

The bid needs to contain original signatures. The bid must include the firm name on every page of the bid and be signed by an officer or other employee authorized to submit the bid. Proof of authority of the person submitting the bid must be made available upon request from the District.

In addition, all bid documents must be submitted on a flash drive.

Acceptable delivery methods are listed below:

US Postal Service

FedEx, Courier, UPS

Personally hand delivered**

B. Multiple Bid Submissions – Not Applicable

C. Delivery Response

Sealed Bids must bear the inscription,

“23068B Furnish and Deliver Milk Products”

and be received at the following address:

Anoka-Hennepin School District

Purchasing Department, Entrance #1

Attn: Tiffany Audette/Director of Purchasing

2727 North Ferry Street

Anoka, MN 55303

**If delivering in person, please check in with receptionist at Entrance #1.

D. Opening

Bids will be opened and read aloud immediately after the specified time of closure for the bidding period. This will be conducted live using Google Meet. Those interested in attending the bid opening may do so virtually by utilizing the link below or by calling the phone number provided:

23068B - Bid Opening- Furnish and Deliver Milk Products

Google Meet joining information. **Bid Opening: Thursday, June 22, 2023, at 11:00 a.m. LT.**

Video call link: [https:// meet.google.com/mmu-uowe-poh](https://meet.google.com/mmu-uowe-poh)

Phone Numbers (US) +1 650-457- 1438

PIN: 970 922 739#

In the event of an unforeseen closure at the Anoka-Hennepin School District site, which is designated in the solicitation for the receipt and opening of quotes, bids and/or proposals, at the date and time of the scheduled opening, the Procurement Department postpones the receipt and opening of quotes, bids and/or proposals as scheduled. The due date and time, specified for the receipt of quotes, bids and/or

proposals is deemed to be extended, to the same time of day specified in the solicitation and on the first subsequent operational business day, unless otherwise amended prior to the due date and time.

E. Late Submissions

The Vendor assumes the risk of any delay in the delivery of their bid. Whether the bid is sent by mail, or by means of personal delivery, the Vendor assumes responsibility for having their bid clocked in on time at the location specified above. Any Bids received after the bid opening time identified in Section 1.04 may be rejected.

The District is not responsible if an improperly labeled and/or addressed response is opened prematurely.

F. Editing of This Document

Modifications, additions, or changes to the terms and conditions of this document may be caused to reject the response. Vendors must submit all Bids on the District's forms. Bids submitted on company forms may be rejected.

This document must be submitted without any alterations or editing of any of the terms and conditions. Where you are required to submit information, there are blanks provided for you to fill in or you may add additional pages to your bid. If your bid submission is found to have any changes to the originally sent documents, your bid may be considered fraudulent and be rejected.

G. Withdrawal of Submission

A bid, once delivered to the formal custody of the District, may not be withdrawn until after the Bids are opened and acknowledged; and no response may be withdrawn for a period of sixty days from the opening. Once the District has received a bid, that document becomes property of the District.

H. Vendor Responsibility

It is the obligation of each Vendor to examine instructions, requirements, and specifications before submitting a bid. Submission of a bid shall be proof that such examination has been made and that each Vendor has become thoroughly familiar with the requirements. The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Vendor.

I. Incurring Costs

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this bid, whether or not it is the successful Vendor. These costs include but are not limited to:

- bonding
- legal costs for any reason
- visitation costs
- reproduction
- postage and mailing

J. Disclosure of Data

According to state law, the content of all responses and related correspondence, which discloses any aspect of the bid process, will be considered public information when the award decision is announced. This includes all documents received in response to this RFB, both the selected response and the responses(s) not selected. Therefore, the District makes no representation that it can or will maintain the confidentiality of such information.

K. Timeline

Listed below are the required dates and times by which actions must be completed and, where applicable, locations. If the District determines that it is necessary to change a date, time, or location it will issue an addendum to this RFB.

Description	Date	Time
Bid #23068B Released	Thursday, June 1, 2023	
Questions due from Vendors	Tuesday, June 13, 2023	4:00 p.m. LT
Responses due to Vendors	Thursday, June 15, 2023	4:00 p.m. LT
Bid #23068B Opening	Thursday, June 22, 2023	11:00 a.m. LT

L. Bid Security

The bid must be accompanied by a certified check or bid security, payable to the Anoka-Hennepin School District, the sum of five percent (5%) of the amount of the bid. The bid security or checks of the three lowest bid vendors will be retained until the contract has been awarded and signed by all concerned, but no longer than 30 days. All insurance companies providing bid securities must be licensed to do business in the State of Minnesota.

M. Affidavit of Non-Collusion

Collusion of Vendors is cause for rejection of Vendors involved. A completed Affidavit of Non-Collusion must be submitted with each bid. Please refer to Part 4 Acceptance.

N. Pre-Bid Meeting – Not Applicable**O. Inquiries Regarding Bid**

All inquiries concerning this RFB must be submitted via email to PurchQuotes@ahschools.us by **4:00 p.m. on Tuesday, June 13, 2023**. The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Vendor. No phone or in person inquiries will be accepted. It is the Vendor's responsibility to bring all discrepancies, ambiguities, omissions, or matters that need clarification to the District's attention. Responses to inquiries will be emailed to Vendors by **4:00 p.m. Thursday, June 15, 2023**.

P. Deviation from Specifications

Where certain makes, types, and sizes are specified, it is not the intent to discriminate against any approved equal but is intended to inform the Vendor of the function and general quality in which the District is interested.

Item specifications stating "only" will be awarded to the lowest Vendor who will provide that exact item, no substitutions will be accepted.

Q. Samples

The District reserves the right to call for samples on an item bid at no cost to the District. Samples will be used for testing and evaluating purposes only. Except for those samples destroyed or mutilated in testing, they will be returned at the bidder's request, transportation charges collect.

Specifications referencing specific brand names and item numbers are used to reflect the kind and type of quality the District expects to receive at a minimum, not to limit competition. Vendors may submit any brand that meets or exceeds the quality of nutritional and label specifications for any item. Indicate on the bid form the manufacturer's name and number of the equivalent. Lacking any written indication of intent to bid an alternate or equivalent brand or item number, the bid will be considered as a quotation in complete compliance with the specifications as listed in the bid form. After the bid

analysis, the District may request, and the Vendor agrees to submit, a sample at no charge to the District including transportation within 5 business days. The procedure for submitting samples will be given to Vendors by the District when requesting samples. The District reserves the right to determine the acceptability of any equivalent or alternatives offered, and the District's decision is final.

R. References

In Part 3, Vendors are required to list three customers with approximately the same service requirements and volume as described in this document. In addition, the Vendor must provide information for a company who has discontinued a contract within the last three years. The District evaluation team will make all reasonable attempts to reach the specified references.

S. Uniformity

To provide uniformity and to facilitate comparison of responses, all submissions must be printed in ink, signed, and submitted on the forms provided. When additional sheets are necessary, they must be submitted clearly referring to the page number, section, or other identifying reference in this bid. All information submitted must be noted in the same sequence as it appears in this document.

T. Interpretations and or Clarifications

Interpretations and/or clarifications shall not be binding on Vendors unless repeated in writing and distributed as an addendum. Any changes, clarifications, or other interpretations regarding this document will be sent by the District to each Vendor. These addenda will become part of the bid and will be included by reference in the final contracts between the Vendor(s) and the District.

U. Vendor Interviews

As part of the evaluation process, interviews may be conducted with selected Vendor(s).

1.05 BASIS OF AWARD

A. Award

Award shall be made to the qualified and responsible Vendor whose bid is responsive to this request. The District reserves the right to:

- Accept or reject any and all Bids or portions thereof, or to waive any irregularities or informalities in Bids
- Reject nonconforming, nonresponsive, or conditional Bids
- Select a Bid in the best interest of the District
- Select the next best responsive bid
- Award to one Vendor
- Release a new RFB
- Take other action, as the District deems appropriate

The District reserves the right to accept or reject any or all Bids, based on the best interest of the School District, to waive formalities, and to reject nonconforming, nonresponsive, or conditional Bids. The District will be the sole and final authority in determining the successful Vendor.

1.06 CONTRACT

A. Contract Period

The initial Contract resulting from this bid will be for a two-year term commencing upon receipt of signed contract and continuing through July 31, 2025.

B. Contract Pricing

Contract pricing must remain firm for the full contract period. Refer to Part 2 for additional information.

During the contract term, the successful Vendor must pass on to the District all discounts and price reductions made available to other customers using similar services. At no point will the Vendor be allowed to raise cost above the stated contract price. All contract pricing must include freight and all other costs associated with the purchase of these items or services. No additional fees will be allowed.

C. Escalation Clause

Vendor must provide the maximum escalation percentage for each year of the contract (Section 3.02). Price increases must be accompanied with manufacturer documentation and CPI reference for this industry and region. Any price increases will be negotiated between the District and the Vendor annually, during the month of May.

D. Contract Review

Upon request, the District will meet with the Contract Vendor annually to review the contract resulting from this bid.

E. Contract Renewal

The District reserves the right to renew the contract for two (2) additional years (12-month increments) at the same terms and conditions upon mutual agreement of the contracting parties.

F. Contract Assignment

The Contract Vendor will not assign this contract, in whole or in part, or any monies due or that would become due hereunder, without written consent of the District. If the District consents to the Contract Vendor assigning this contract, in whole or in part, or any monies due or that would become due, the instrument of assignment will contain a clause that states what the right of assignee is and that any monies due to the Contract Vendor will be subject to prior liens of all persons, firms and corporations for the services rendered or materials supplied for the performance of this contract.

G. Contract Vendor performance

The Contract Vendor shall make every reasonable effort to maintain staff to deliver the items purchased by the District. The Contract Vendor shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed-upon quality and quantity of services. Upon such notification, the District shall determine whether such inability requires a modification or cancelation of the contract.

The District shall not be liable for any Contract Vendor inventory in the event that this award is terminated by either party or in the event that renewal options are not exercised.

H. Reimbursement of Liquidated Damages

If the Contract Vendor fails to meet the specifications, terms, and conditions in this document, for any reason, the District may deduct as liquidated damages from any money due or coming due to the Contract Vendor the cost of purchase by the District on the open market. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional costs and inconvenience incurred by the District.

I. Vendor Financial Stability

The District may request a copy of the Vendors financial records prior to contract award or during the Contract period.

J. Contract Reports

The Contract Vendor will submit detailed, by site location, monthly and year-end usage reports for contracts one or more years in duration. Each report must include but is not limited to the item stock number and description, number of units ordered, the price per unit and any other information the CNP Department requires.

1.07 ADDITIONAL CONTRACT TERMS

A. Bonds and Insurance

Performance Bond: All Vendors entering into a contract with the District for \$10,000.00 or more may be required to provide a Performance Bond for 100% of the contract. A Performance Bond must be furnished within 10 days of award notice of the contract.

Commercial General Liability Insurance: Vendor will maintain insurance with limits of at least \$1,500,000 each occurrence for commercial general liability including bodily injury, property damage, personal injury, product liability and contractual liability through the effective period of the contract. Policies will name the District as an additional insured on a primary basis with respect to the operations of the Vendor using form CG2026 or its equivalent.

Worker's Compensation Insurance: The Vendor must provide worker's compensation insurance for all its employees and, in case any work is subcontracted, the Vendor will require the subcontractor to provide worker's compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

Commercial Automobile Liability Insurance: The Vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the Vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be \$2,000,000.00 per occurrence Combined Single Limit (CSL).

Errors and Omissions (E & O) Insurance: The Vendor may be required to maintain insurance protecting it from claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the Vendor's professional services required under this contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence
\$2,000,000.00 annual aggregate

The Vendor may be required to submit certified financial statement providing evidence the Vendor has adequate assets to cover any applicable E & O policy deductible.

Vendor will notify District of any changes in insurance coverage or carrier by Vendor or any subcontractor.

B. Access to Records and Audit

Vendors books, records, documents, and accounting procedures and practices relevant to the contract are subject to examination by the District and either the Legislative or State Auditor, as authorized by Minnesota Statute 16B.06, subd. 4. Such data are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under the contract. The Vendor agrees to maintain such data for a period of 3 years from the date services or payment was last provided or made, or longer if any audit in progress requires a longer retention period.

C. District Support

The Vendor must provide dedicated key personnel to assure continuity of service and support to the District. This information must be provided in Part 3. These personnel must be available to assist District Staff with purchasing and procurement, product knowledge, and technical questions.

The Contract Vendor must notify the District immediately of any changes in key personnel.

D. Permission to Proceed – Not Applicable

E. Independent Contractors

Vendors, in performing these services, will be acting in the capacity of an independent contractor, and will not be an agent, servant, partner, or employee of the District. Vendor will have control over the performance of the services and will be solely responsible for payment of its federal and local taxes, salary for its employees, social security payments, and any and all other expenses incurred by Vendor in the performance of the Contract. None of the benefits provided by the District to its employees, including, but not limited to, workers' compensation insurance, disability insurance, medical insurance, and employment insurance would be provided by the District to any of Vendor's employees. Vendor will not have authority to assume or create any obligation or responsibility, expressed or implied, on behalf or in the name of the District or to bind the District in any way whatsoever. The District requires all background checks for any/all delivery drivers that delivers to any District sites.

F. Responsible Contractor – Not Applicable

G. Prevailing Wage – Not Applicable

H. OSHA

All Vendors must comply with OSHA regulations where applicable to this bid in that the seller warrants that the product sold or service rendered to the buyer shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29V.X.C. 651, PL 91-596).

I. Safety

The Vendor will comply with all state and federal laws as they relate to employee safety.

J. District Policies and Procedures

The Vendor will follow the District's policies and procedures while providing services in the school setting. District policies may be found on the District's website.

K. Security Compliance on District Property

All Vendor personnel must wear an official identification badge issued by the Vendor in an easily visible placard. The personnel assigned to support the District will be provided with an official District identification badge; this badge must be worn and visible at all times when the technician is working at District sites. The Vendor will keep personnel screening records on file for any personnel under the resulting proposal. This will include records of Criminal Background Screening and background checks for all delivery drivers.

L. Hold Harmless

The Vendor shall indemnify, hold harmless, and defend the District and its employees against any and all liability loss, costs, damages, expenses, claims, or actions, including attorney fees that the District and its employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Vendor or its agents, servants, or employees, in execution, performance, or failure to

adequately perform the Vendor's obligations pursuant to this contract. The District shall also be indemnified for any attorney's fees it incurs to enforce this indemnification provision or any other indemnification provision in the contract.

M. Force Majeure

Neither party shall be held responsible for delay, nor could failure, to perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action have been taken to prevent the delay or failure:

- Fire, Flood, or Epidemic
- Strikes
- Wars
- Acts of God
- Unusually severe weather
- Acts of public authorities
- Delays of defaults caused by public carriers.

Provided the defaulting party gives notice as soon as possible to the other party regarding the inability to perform.

N. Duties to Mitigate

The contract between the District and the successful Vendor shall be governed by the laws of the State of Minnesota. Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to remedy hereunder. Attorney's fees If suit is brought by either party to this bid to enforce any of its terms (including all component parts of the bid documents), and the District prevails in such suit, the Vendor shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees, and investigation expenses.

O. Discrimination

During the performance of this contract, the Vendor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination because of their race, color creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The Vendor shall also comply with any applicable federal or state laws regarding nondiscrimination. The following list includes, but is not meant to limit, laws that may be applicable:

- Minnesota Statute 363A.37
- The Equal Employment Opportunity Act of 1972
- Executive Order 11246
- The Rehabilitation Act of 1973
- The Age Discrimination in Employment Act of 1967
- The Equal Pay Act of 1963
- Minnesota Statute 181.59
- The Job Training Partnership Act of 1982

This contract may be canceled or terminated by the School Board and all money due, or to become due under the contract, may be forfeited for any subsequent violation of the terms or conditions of this contract.

P. Infringement on Adjoining Property - Not Applicable

Q. Temporary Facilities - Not Applicable

R. Utility Clearances - Not Applicable

S. Use of the District Facilities - Not Applicable

T. Cleanup - Not Applicable

U. Special Controls - Not Applicable

V. Publicity and Advertising

Vendor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the District except on the specific, written authorization, in advance, of Anoka Hennepin School Office of Public Information.

W. Prohibition against conflicts of interest, gratuities, and kickbacks

Any employee or any official of the District, elected or appointed, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to or from any person, partnership, firm, or corporation offering, submitting pricing for, or in open market seeking to make sales to the District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment of a fine in accordance with state and/or federal laws.

X. Damage to District Property

Any damage done to District property by the Contract Vendor's staff or equipment will be repaired at the expense of the Contract Vendor.

Y. Material and Quality of Work – Not Applicable

Z. Third Party Acquisition of Company

The Contract Vendor shall notify the District in writing should the Contract Vendors business or all its assets be acquired by a third party. The Contract Vendor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the Contract Vendor shall obtain for the District's benefit and deliver thereto the assignee's agreement to fully honor the terms of the contract.

1.08 ORDERING PROCESS

A. Site Orders

The District prefers an online ordering and reporting process. The ordering process will be discussed and mutually agreed upon between the awarded Vendor and the CNP office prior to the contract. Each individual school/site will then place orders, as per the process, directly with the Contract Vendor. No Purchase Orders will be issued.

B. Quantities

The quantity of merchandise delivered shall not be greater than the amount specified on the Order unless such additional quantities are to be accepted by the District at no charge. Products and supplies will be ordered in full case quantities whenever possible.

The District reserves the right to increase or decrease the number of units ordered. The District reserves the right to increase or decrease the number of sites.

C. Compliance with Laws and Debarment

The Vendor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Vendor's performance of the provisions of this Agreement, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. It shall be the obligation of the Vendor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

Vendor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Vendor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Vendor shall be responsible for any costs incurred by District in connection therewith.

D. Returns

Refer to Part 2, for more specific information.

E. Warranty – Not Applicable

F. Delivery

Delivery specifications are detailed in Part 2. Vendor to acknowledge compliance of this section in Part 3. Refer to Part 2 for more specific delivery details.

G. Contract Vendor Personnel

Refer to Part 2 for more specific delivery details.

H. Taxes

Minnesota Taxes: Instrumentalities of the State of Minnesota are not subject to the State of Minnesota Sales Tax pursuant to Minnesota Laws of 1967, Extra Session, Chapter 32, Article XIII, Section 25, Subd. 1, Para. (J).

Telecommunication Excise Tax: The district falls under the category of State and Local Governments thus under regulations prescribed by the IRS, no tax shall be imposed under section 4251 upon any payment received for services or facilities furnished to the government of any State, or any political subdivision thereof, or the District of Columbia.

Excise Taxes: Instrumentalities of the State of Minnesota are not subject to Federal Excise Taxes. Individual exemption certificates will be furnished upon request if needed by the successful Vendor to reclaim such charges.

I. Payment

The District will pay undisputed invoices within 35 days of receipt. "Date of Receipt" means the completed delivery of the goods or services or the satisfactory installation, assembly, or specified portion thereof, or the receipt of the invoice for the delivery of the goods or services, whichever is later (MN Statute 471.425).

The Contract Vendor must send invoices electronically, in an unprotected Excel file, twice a month at times and in formats agreeable to the Contract Vendor and the District. Refer to Attachment A for an example of the Excel invoice format needed.

The Contract Vendor will issue credit invoices within one (1) week of notification by the school site. Invoices will accompany the delivery. The invoices will then be turned into the Child Nutrition office for payment, after the Site Supervisor has signed off on it.

Vendor must indicate prompt payment discount and payment will be accepted by credit card (P-Card) at no additional cost to District. Please refer to Part 3.

1.09 JOINT PURCHASING

The contract resulting from this quote is specifically for the use of Anoka-Hennepin School District, however other public entities that have entered into Joint Purchasing Agreements with the District are able to purchase from our contract, if agreed to by the Vendor in Part 3.

The District currently has Joint Purchasing Agreements in place with over 120 Minnesota school districts and will serve as the contract administrator for all joint purchasing users of this contract. This contract will not contain an administrative fee. The District agrees to promote the use of the contract to all Minnesota school districts. The District agrees to publish the vendor contract information on the District's web site and will grant access to the contract information to other public entities.

Public entities who have signed a Joint Purchasing Agreement with Anoka-Hennepin School District may purchase off this contract. Each party shall execute its own purchasing document with the contract vendor. Each party shall make payment directly to the contract vendor according to the established procedures of the paying party. Each party shall be separately accountable for its own expenditures of public funds. Anoka-Hennepin School District shall not assume any responsibility for the accountability of funds expended by any other public entity.

Vendor may promote the use of this contract to other public entities but agrees not to implement pricing until the required Joint Purchasing Agreements are approved by the respective boards.

1.10 FEDERAL TERMS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. (2 C.F.R. SEC. 200.326; APPENDIX II TO PART 200)

- (A) 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.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) 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."
- (D) 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 by 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 subrecipient 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.

PART 2 - DETAILED SPECIFICATIONS

2.01 NON-CNP SUMMER PROGRAMS

The District is interested in obtaining delivery prices for the Summer Programs that serve food sponsored by other District departments that are separate from the Child Nutrition Department programs. These Summer Programs will have a separate ordering system and billing/invoice system from the Child Nutrition Department programs but can be proposed as similar procedures as the Child Nutrition ordering and billing systems. All Vendors submitting Bids should include a Bid for these Summer Programs deliveries.

In last year, the Summer Programs have ranged from 10-15 sites with approximately 175 total deliveries to these sites. There were about 4,000 cases delivered at a cost of approximately \$40,000. The summer programs have had a 2-week menu cycle.

A contract for the summer programs deliveries may or may not be awarded. However, if it is awarded, it will be awarded to the same Vendor as the Child Nutrition programs awarded Vendor. The prices bid by Vendors for summer programs will in no way be used as an evaluation point when awarding a contract for the Child Nutrition programs.

2.02 NUTRITIONAL LABEL (NL) AND INGREDIENT STATEMENT (IS)

This information must be submitted for every milk item that is bid on.

2.03 NEW AND/OR ALTERNATIVE PRODUCTS

The Contract Vendor will notify the Director of Child Nutrition of **NEW** milk products and alternative milk products, including container size options, as the Contract Vendor becomes a Vendor of the new items. The Contract Vendor will notify the Assistant Director of Child Nutrition of **optional substitutes** as they become available and/or aware of the products.

2.04 PRODUCT PROTECTION GUARANTEE

According to USDA federal regulations, for product safety, the District has “automatic” product protection recourse against suppliers for products that are misrepresented. According to federal law, all food containers shall contain the name and address of the manufacturer/processor or the Contract Vendor. Bidders are expected to take immediate action to correct any situation in which product integrity is violated.

2.05 PRODUCT SPECIFICATION SHEETS

The Bidder shall provide Product Specification Sheets, CN Label Sheets, and Nutrient Data Sheets on all products listed on the Order Guide with the attached bid. These must be provided within one month from the award of the contract and updated annually. Nutrient sheets must be provided as manufacturer updates occur or when new products are added to the Order Guide

2.06 DELIVERY INSTRUCTIONS

All merchandise shall be delivered directly to the schools, (list included), **F.O.B. Destination-no freight allowed**, on a truck equipment with refrigeration. The available time for deliveries will be while CNP staff is on duty, generally between 6:30 am and 2:30 p.m., Monday through Friday, excluding District holidays. Delivery schedules must be reviewed and approved by the Assistant Director of Child Nutrition prior to commencement of the contract and before and subsequent changes are made. Should there be a site with no CNP staff on duty at the time of delivery, for whatever reason, the situation will be resolved between CNP administration and the Vendor. The cost of delivery of said materials and supplies are included in said prices and delivery shall be made only as called for as orders are placed by each individual school. No minimum delivery requirements will apply to any site in this contract. Merchandise delivered in packages, cartons or crates are accepted only upon the guarantee that upon the removal from such packaging they are found in first class condition without any defect, or the product must be removed and replaced without additional charge to the District. If the trucks used to deliver products to schools have advertising on them, this advertising must be school meal appropriate.

The prices proposed shall be for deliveries to all District school locations as shown below for the Child Nutrition Department programs. Delivery shall be made only as called for by CNP personnel.

Items that are delivered in packages, cartons, or crates, are accepted only with the guarantee that upon the removal from such packaging they are found in first class condition without any defect, or they must be removed and replaced without additional charge to the District.

Receiving accommodations at each school/site vary greatly throughout the district. Contract Vendors are strongly encouraged to investigate the receiving situation at each site prior to submitting their Bid.

- A. Delivery schedules for each school/site will be mutually negotiated with the Director or Assistant Director of Services upon contract award. Delivery routes must be coordinated to align with other truck deliveries and school bus arrival and departure traffic. In general, deliveries are allowed between 6:30 a.m. and 2:30 p.m. Delivery day and time shall remain constant throughout the contract period.
- B. When a delivery cannot be made within 1 hour of scheduled time, the Contract Vendor must notify the school and the Child Nutrition office to negotiate an alternate delivery time during that same day. Unscheduled deliveries may be refused at the Contract Vendor's expense. Frequent occurrences may result in cancellation of the contract.
- C. When holidays or closing days fall on a scheduled delivery day, deliveries shall be made on the next school day or as arranged with the Child Nutrition Office in advance. In the event a school or schools are closed due to inclement weather, or other unforeseeable circumstances, deliveries shall be made on an alternate day during the same week.
- D. When extra deliveries are required due to Contract Vendor failure to deliver a product on a regularly scheduled delivery, the Contract Vendor shall make delivery, at no additional cost, within twenty-four (24) hours or as otherwise arranged by the Child Nutrition Office.
- E. The Contract Vendor will "floor set" product into the designated storage area at each location.
- F. The Contract Vendor will request the Child Nutrition Site Supervisor to verify the accuracy of items, quantities of each item, total quantities, and condition of merchandise. Each delivery ticket shall be receipted (signed) by the Site Supervisor. Variations from the norm (i.e., shortages, damages, etc.) shall be noted on each ticket by the Site Supervisor and initialed by both the truck driver and Site Supervisor.
- G. At the time of delivery, the CNP staff will take the temperature of the milk with a calibrated thermometer. This temperature will be logged with every delivery. If the temperature is greater than 41 degrees, the milk will be rejected as per the rejection protocol, mutually agreed upon between the Vendor and the CNP office. Please refer to **2.08 Delivery Locations** for current sites and delivery frequency

2.07 DELIVERY GUARANTEE

The Vendor must guarantee at least a 98.5% fill rate for all orders. If the Vendor fails to deliver any item as listed on the District Order Guide within the prescribed timelines, the District reserves the right to cancel the order and purchase the item(s) on the open market and request payment for the difference between the contract price and the price the District pays on the open market. The Vendor must furnish documentation of past performance as well as three (3) school district references, who may be asked for order and delivery details.

2.08 DELIVERY LOCATIONS

P = Dock doorway accommodates pallets **DA** = Dock available *** = Further delivery information listed below

SCHOOL	ADDRESS	CITY	ZIP	DELIVERY FREQUENCY		
Adams Elementary	8989 Sycamore St	Coon Rapids	55433	EOD		
Andover Elementary — North	14950 Hanson Blvd	Andover	55304	EOD	P	DA
Andover Elementary — South	14950 Hanson Blvd	Andover	55304	EOD	P	DA
Andover High School	2115 Andover Blvd	Andover	55304	EOD	P	DA
Anoka-Hennepin Regional High School	1902 2 nd Avenue	Anoka	55303	EOD		DA
Anoka High School	3939 N 7 th Ave	Anoka	55303	EOD	P	DA
Anoka MS for the Arts — Fred Moore Campus	1523 5 TH Ave South	Anoka	55303	EOD	P	***
Anoka MS for the Arts — Washington Campus	2171 Sixth Ave N	Anoka	55303	EOD		
Blaine High School	12555 University Ave NE	Blaine	55434	EOD	P	DA
Bridges Program	13735 Round Lake Blvd NW	Andover	55304	Weekly	P	***
Brookside Elementary	17003 Nowthen Blvd. NW	Ramsey	55303	EOD	P	DA
Champlin-Brooklyn Park Academy	6100-109 th Ave N, K-2 Door 58	Champlin	55316	EOD	P	DA
Champlin Park High School	6025 109 th Ave N	Champlin	55316	EOD	P	DA
Compass Programs at Bell Center	1374 Northdale Blvd..	Coon Rapids	55433	Weekly		
Coon Rapids High School	2340 Northdale Blvd	Coon Rapids	55433	EOD	P	DA
Coon Rapids Middle School	11600 Raven St NW	Coon Rapids	55433	EOD		***
Crooked Lake Elementary	2939 Bunker Lake Blvd	Andover	55304	EOD		
Dayton Elementary	12060 S Diamond Lake	Dayton	55327	EOD	P	***
Educational Services Center	2727 N Ferry St	Anoka	55303	Weekly	P	DA
Eisenhower Elementary	151 Northdale Blvd	Coon Rapids	55448	EOD		
Evergreen Park Elementary	7020 Dupont Ave N	Brooklyn Center	55430	EOD		
Franklin Elementary	215 W. Main Street	Anoka	55303	EOD		
Hamilton Elementary	1374-111 th Ave NW	Coon Rapids	55433	EOD		
Hoover Elementary	2369-109 th Ave NW	Coon Rapids	55433	EOD		***
Jackson Middle School	6000 109 th Ave N	Champlin	55316	EOD		
Jackson Middle School	6100 109 th Ave N Door 63	Champlin	55316	EOD		
Jefferson Elementary	11331 Jefferson St NE	Blaine	55434	EOD		DA
Johnsville Elementary	991-125 th Ave NE	Blaine	55434	EOD		
Lincoln Elementary	540 South Street	Anoka	55303	EOD		***

DELIVERY LOCATIONS (Continued)

P = Dock doorway accommodates pallets DA = Dock available *** = Further delivery information listed below

SCHOOL	ADDRESS	CITY	ZIP	DELIVERY INFORMATION		
Madison Elementary	650 Territorial Road NE	Blaine	55434	EOD		DA
McKinley Elementary	1740 Constance Blvd.	Ham Lake	55304	EOD		
Mississippi Elementary	10620 Direct River Dr.	Coon Rapids	55433	EOD		
Monroe Elementary	901 Brookdale Drive N	Brooklyn Park	55444	EOD	P	***
Morris Bye Elementary	11931 Crooked Lake	Coon Rapids	55433	EOD		***
Northdale Middle School	11301 Dogwood St	Coon Rapids	55448	EOD	P	DA
Oak View Middle School	15400 Hanson Blvd	Andover	55304	EOD	P	DA
Oxbow Creek Elementary	6505-109 th Ave N	Champlin	55316	EOD	P	DA
Ramsey Elementary — North	15100 Nowthen Blvd	Anoka	55303	EOD		***
Ramsey Elementary — South	15100 Nowthen Blvd	Anoka	55303	EOD	P	DA
River Trail Learning Center at L.O. Jacob	1700 Coon Rapids Blvd.	Coon Rapids	55433	Weekly		
Riverview Early Childhood Center	1400 93 rd Avenue N.	Brooklyn Park	55444	Weekly		***
Roosevelt Middle School	650 125 th Ave NE	Blaine	55343	EOD		DA
Rum River Elementary	16950 Verdin St NW	Andover	55304	EOD	P	DA
Sand Creek Elementary	12156 Olive St NW	Coon Rapids	55448	EOD		
Sorteberg Early Childhood Center	11400 Magnolia St NW	Coon Rapids	55448	Weekly		***
Sunrise Elementary	12576 Lever St NE	Blaine	55449	EOD	P	DA
University Ave Elementary	9901 University Ave NE	Blaine	55434	EOD		
Wilson Elementary	1025 Sunny Lane	Anoka	55303	EOD		

***Anoka MS for the Arts-Fred Moore

***Bridges

***Coon Rapids Middle School

***Dayton Elementary

***Bridges Program

***Hoover Elementary

***Lincoln Elementary

***Monroe Elementary

***Morris Bye Elementary

***Ramsey Elementary – North

***Riverview Early Childhood Center

***Sorteberg Early Childhood Center

Door and kitchen on ground level

Door and kitchen on ground level

Door and kitchen on ground level

Door and kitchen on ground level

Basement kitchen

Deliveries come through the front door of the school

Basement Kitchen, delivery chute and stairs

Two-wheeler is best

Small kitchen, narrow passage to storage

Two-wheeler

Door and kitchen on ground level

Door and kitchen on ground level

EOD- Every other Day

Weekly – Once a week on specific days

The number of sites may increase or decrease during the term of the contract.

2.09 SANITARY CONDITIONS

The carrying cases holding the milk cartons are to be clean at all times. The refrigerated vehicle, which is to be maintained in excellent sanitary condition, shall be subject to unannounced inspections by the Child Nutrition Program, school and/or Health Department officials. If carrying cases are found not up to specifications, the Child Nutrition Program at its discretion may cancel the contract. The successful bidder is to maintain operations in accordance with all State and local regulations and standards for dairies in the city in which the dairy is located and the State of Minnesota.

2.10 HACCP PLAN

The successful bidder must have a hazard analysis critical control point (HACCP) plan in place. They are also required to be American Sanitation Institute (ASI) and Interstate Milk Shippers (IMS) certified. Submit verifications of the above with complete Bid.

2.11 RETURNS

Contract Vendor shall pick up and credit product on hand at each location prior to school closing of longer than 5 days duration (excluding Saturday & Sunday). The District will be credited 100% for this product.

2.12 SAMPLES

The District reserves the right to call for samples on an item Bid at no cost to the District. Samples will be used for testing and evaluating purposes only. Except for those samples destroyed or mutilated in testing, they will be returned at the bidder's request, transportation charges collect.

2.13 DELIVERY PERSONNEL CONTRACTED DRIVERS

All personnel delivering, and contracted drivers merchandise to the District sites must wear a uniform, including an official name badge, which is easily recognizable by school/site staff, and have a criminal background screening that clearly shows no crimes have been committed against children. The Contract Vendor will keep Driver Screening records on file for any personnel delivering merchandise under this contract. The District reserves the right to audit these records at any time.

Any delivery personnel and contracted drivers not wearing a uniform and an official identification badge may be denied access to Anoka-Hennepin ISD 11 sites. The District requires consistent delivery personnel delivering to the school sites. The Contract Vendor will provide the Child Nutrition Program office a schedule of routes and drivers assigned at the start of contract and will communicate immediately any changes in routes or drivers.

Anoka-Hennepin ISD 11 reserves the right to request a change in delivery personnel during the contract period.

2.14 BUY AMERICAN REQUIREMENT

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a Buy American provision, Section 12(n) of the NSLA (42 USC 1760(n)) requiring that a school food authority, to the maximum extent practicable, purchases domestic commodities or products.

The USDA requires that whenever possible, School Food Authorities shall only purchase food products that are produced in the United States. Section 12(n) of the NSLA defines "domestic commodity or product" as one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. For manufactured end products, there is a two-part test to define end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

Exceptions to the "Buy American" requirement are allowed when:

- The recipients have unusual or ethnic food preferences that can only be met through purchases of products not produced in the United States,

- Products are not produced or manufactured in the United States in sufficient and reasonable available quantities of a satisfactory quality.

The cost of the domestic produced food products is significantly higher than that of foreign products.

2.15 VENDOR REQUIREMENTS

The Bidder must be deemed qualified, in the judgment of the District's Officials, to perform as required herein. A Bid may be rejected if a Bidder fails to meet any one of the following:

Contract Vendor Support Staff: The Contract Vendor must have a clear method of communication and must immediately notify the District contacts of any changes in support staff.

Product Line: It must be clearly evident to the District that the Vendor is capable of delivering promptly all items on the Bid list and acquiring on short notice any related items that might be required.

Capacity: The Vendor must clearly demonstrate to the District that they have the capacity, physically and financially, to supply items to the District in economical quantities as required. The Vendor must pick up and distribute commodities to individual school sites as needed. The Vendor must use climate-controlled trucks.

Reliability: The successful Vendor must have a verifiable record of service, particularly with respect to delivering all items on a regularly scheduled basis at favorable prices. The Vendor must have a demonstrable order fill rate of at least 98%. The Vendor must have a written HACCP plan.

Technology: The Vendor must have web-based online ordering capabilities. The Vendor must be capable of providing various reports that can be accessed by the District that show what the District is buying, and the price paid, for all locations sorted in various manners for all time periods. The Vendor must be capable of electronic invoicing.

2.16 RECORD RETENTION AND AUDITS

The Vendor agrees to retain all books, records, invoices, and/or quotations to substantiate initial item costs as bid and other documents relative to this agreement for three (3) years after final payment or until audited by the District, whichever is sooner. Federal USDA regulations require that records be retained for three (3) fiscal years plus the current fiscal year.

Audits of the Vendor's records will be made at the discretion of District officials at any time. The Vendor agrees to make available to the District or its agent any and all information including original invoices from the Vendor's suppliers. Audits will take place at the Vendor's place of business. The District will give the Vendor 30 days' notice of an audit to allow the Vendor to gather and assemble records. Audits can be made for as few as one item or as many as 35 items. If the Vendor refuses such audit inspection to the District, the District may immediately cancel the contract.

2.17 CONTRACT VENDOR REPORTS

The Vendor must be able to clearly demonstrate its capability to provide accurate, reliable, and timely reports in terms of invoice, statement credits, and utilization reports. Moreover, the Contract Vendor must demonstrate a capability to spontaneously provide data as requested for periodic review by the District.

Reports must be available in an Excel spreadsheet format that can be easily manipulated by the District. Information must include usage for each school delivery site and for the District as a whole, as well as information from the order guide (manufacturer, item number, pack size, current price, etc.) by user defined time periods. These reports must be available to the District within ten (10) calendar days after the end of each month. The Vendor must have the ability to show the current cost of an item before any NOI discount in reports. **During this bid process, Vendors must provide an example.**

The Vendor must have the ability to participate in the USDA's Net Off Invoice (NOI) commodity program, which includes tracking and communicating required product information with the third-party tracking systems used by USDA.

PART 3 - BID FORM

3.01 BID ITEMS

Vendor's attention is called to the fact that the estimate of quantities of each item shown in the Bid is approximate and is given only as a basis on calculation upon which the award is to be made. The right is reserved by the District to increase or decrease the number of units ordered.

SEPTEMBER 1, 2021, THRU JUNE 30, 2022 USAGE FOR MILK (HALF PINTS)			
SKIM	1%	LACTOSE FREE	CHOCOLATE SKIM NON-FAT ONLY
595,779	337,290	10,566	2,686,734

FIRM PRICES						
ITEMS	½ PINT CARTON	½ PINT PLASTIC BOTTLE	16 OZ PLASTIC BOTTLE	½ GALLON	1 GALLON	OTHER SIZE- PLEASE SPECIFY
SUGAR CONTENT	22 gm or Less	22 gm or Less	22 gm or Less	22 gm or Less	22 gm or Less	22 gm or Less
SKIM						
1%						
CHOCOLATE SKIM						
LACTOSE FREE						

ESCALATOR PRICES						
ITEMS	½ PINT CARTON	½ PINT PLASTIC BOTTLE	16 OZ PLASTIC BOTTLE	½ GALLON	1 GALLON	OTHER SIZE- PLEASE SPECIFY
SUGAR CONTENT	22 gm or Less	22 gm or Less	22 gm or Less	22 gm or Less	22 gm or Less	22 gm or Less
SKIM						
1%						
CHOCOLATE SKIM						
LACTOSE FREE						

3.01 BID ITEMS (continued)

MILK FOR SEPARATE SUMMER PROGRAMMING - FIRM PRICES						
ITEMS	½ PINT CARTON	½ PINT PLASTIC BOTTLE	16 OZ PLASTIC BOTTLE	½ GALLON	1 GALLON	OTHER SIZE- PLEASE SPECIFY
SUGAR CONTENT	22 gm or Less	22 gm or Less	22 gm or Less	22 gm or Less	22 gm or Less	22 gm or Less
SKIM						
1%						
CHOCOLATE SKIM						
LACTOSE FREE						

MILK FOR SEPARATE SUMMER PROGRAMMING - ESCALATOR PRICES						
ITEMS	½ PINT CARTON	½ PINT PLASTIC BOTTLE	16 OZ PLASTIC BOTTLE	½ GALLON	1 GALLON	OTHER SIZE- PLEASE SPECIFY
SUGAR CONTENT	22 gm or Less	22 gm or Less	22 gm or Less	22 gm or Less	22 gm or Less	22 gm or Less
SKIM						
1%						
CHOCOLATE SKIM						
LACTOSE FREE						

3.01 BID ITEMS (continued)

SHELF STABLE MILK – FIRM PRICING			SHELF STABLE MILK – ESCALATOR PRICING		
ITEMS	½ PINT CARTON	½ PINT PLASTIC BOTTLE	ITEMS	½ PINT CARTON	½ PINT PLASTIC BOTTLE
SUGAR CONTENT	22 gm or Less	22 gm or Less	SUGAR CONTENT	22 gm or Less	22 gm or Less
CHOCOLATE SKIM			CHOCOLATE SKIM		
WHITE MILK 1%			WHITE MILK 1%		

3.02 ESCALATION PRICING FORMULA

This section must be filled in if you are bidding escalator pricing. All bids shall be four (4) decimals for 1% low fat milk, flavored skim chocolate milk and skim milk. All bids shall be based on the Class 1 price for 3.5% fluid milk as established by the Upper Midwest Marketing Area. The Upper Midwest Marketing Area price is based on the USDA/AMS Dairy Division Federal Order No. 68 class process which are published the fifth day of every month. The Upper Midwest Marketing Area prices which include a premium are published shortly after the USDA Class prices are announced.

For purposes of this bid, escalation pricing shall be based upon the Base Zone Class 1 price for 3.5 % fluid milk as established by the **USDA - Upper Midwest Marketing Area Federal Order No. 30 for the period of May 2023.**

Along with (or prior) to the monthly invoice, the Vendor shall provide copies of the USDA Dairy Division Federal Order No. 68 announcement of the class process and the Upper Midwest Marketing Area price announcement from the appropriate dates Vendor shall also enclose a sheet showing the formula and computation used to arrive at the monthly prices. The Nutrition Services Department will use these documents to verify contract pricing.

Based on May 2023, Federal Market order No. 30 for Class I

(per cwt. of 3.5% milk price of (\$ _____).)

We will furnish milk using the following prices. For every 10 cents per cwt. Increase or decrease of raw milk price the following ½ pint products will be ‘increased’ or ‘decreased’ by:

SKIM	1%	LACTOSE FREE	CHOCOLATE SKIM NON-FAT ONLY

3.03 PROMPT PAYMENT DISCOUNT

Prompt Payment Discount If Offered (i.e., 2% 10, net 30) _____

3.04 ALTERNATE PAYMENT OPTIONS

Will you accept payment by credit card (P-Card) or another electronic payment method at no additional cost to the District? Yes ____ No ____

3.05 BIDDER INFORMATION

Bidders are required to completely answer all the questions below on as many pages as necessary. The responses should be clear and concise and should be typewritten with section name and question number preceding the response. Please use an additional sheet to provide us with any additional information on any other services that you can provide.

- A) What is your back up for the web based online order entry?
- B) Describe the scope of the electronic reports that you can send to the District.
- C) How many and what are the ages of your climate-controlled trucks?
- D) Do you have a climate-controlled shipping dock?
- E) Do you have a climate controlled receiving dock?
- F) Describe your return and credit policy and procedure.
- G) Do you have the capability to provide the District with an online catalog?
- H) Do you have the capability to provide the District with online nutrient and ingredient information?
- I) Describe your price change process and notification procedure.
- J) Describe your proposal for summer programs deliveries as referenced in Section 2.01.
- K) Describe your process and timeline for adding new items at the customer's request.
- L) Provide a guest username and password for your online ordering website.
- M) Provide a proposed delivery schedule.
- N) Provide a copy of your company's credit and return policy.

3.06 JOINT PURCHASING AGREEMENT

Metro area school districts that have signed a Joint Purchasing Agreement with Anoka-Hennepin School District may purchase from this contract. FOB, freight, and all contract terms are extended to all districts that have signed a Joint Purchasing Agreement. Each party shall execute its own purchasing document with the Vendor. Each party shall make payment directly to the contract Vendor according to the established procedures of the paying party. Each party shall be separately accountable for its own expenditures of public funds. Anoka-Hennepin ISD#11 shall not assume any responsibility for the accountability of funds expended by any other district.

Will you extend the above discounts, F.O.B. Freight, and all contract terms to other Minnesota Metro School Districts? Yes ____ No ____

If you have any exemptions, qualifiers or special circumstances when offering joint powers, please explain in detail. Use an additional sheet if necessary. _____

3.07 DISTRICT SUPPORT

The Vendor must provide a dedicated Sales Representative to work closely with the District Child Nutrition Office, Purchasing Office, Accounting Office, and all Schools & Departments within the District to assure continuity and success of the contract. The Vendor will also provide a Customer Service Representative, an Accounts Receivable Representative, and a Technology Support Representative dedicated to our District.

Sales Representative

Name: _____

Phone: _____ Email: _____

Customer Service

Name: _____

Phone: _____ Email: _____

Accounts Receivable

Name: _____

Phone: _____ Email: _____

3.08 REFERENCES

List three (3) customers with approximately the same volume as this contract including the customer's name, address, phone number and contact person. List one (1) customer with approximately the same volume who has discontinued a contract with you in the last three (3) years. Include the same information as above and in addition list the rationale for canceling the contract. Attach additional sheets if necessary.

Customer Name and Address	Contact Person and Phone Number
1.	
2.	
3.	
Customer Name and Address Contract Person and Phone Number (for a customer who has discontinued a contract)	Rationale for Canceling

PART 4 - ACCEPTANCE

I, the undersigned, hereby certify that I am a duly authorized agent to submit this bid for consideration and acknowledge that all 27 total pages of the bid document , Attahave been received and agree to the terms contained therein.

SIGNED: _____

NAME: _____
(Type or Print)

VENDOR NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

EMAIL: _____

INCORPORATED IN STATE OF: _____

ADDENDA

Receipt of the following Addenda to the bid documents and their costs being incorporated in the bid is acknowledged:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

That I am the Vendor (if the Vendor is an individual), a partner in the company (if the Vendor is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Vendor is a corporation).

That the attached response has been arrived at by the Vendor independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other Vendor designed to limit fair or open competition.

That the contents of the Request for Bid response have not been communicated by the Vendor or its employees or agents to any person not an employee or agent of the Vendor and will not be communicated to any such persons prior to the official opening of the Bid; and

I certify that the statements in this affidavit are true and accurate.

Authorized Signature: _____

Date: _____

Firm Name: _____

**A COMPLETE BID SUBMISSION
MUST INCLUDE THE FOLLOWING**

- ___ One (1) original signed (Part 1, Section 1.04A)
- ___ One unprotected Flash drive
- ___ Nutritional Label (NL) (Part 2, Section 2.02)
- ___ Ingredient Statement (IS) (Part 2, Section 2.05)
- ___ Bid Security (Part 1, Section 1.04L)
- ___ Bid Form (Part 3)
- ___ Signed Acceptance, Affidavit of Non-Collusion (Part 4)
- ___ Part 3, 3.05 Bidder Information (Additional sheets required on questions in this section)
- ___ Invoice Example (in Excel format as referenced in 1.08I and Attachment A)

Attachment A - Invoice Sample

Invoice Number	Customer Name	Customer Number	School Site Number	Account Code	Address 1	City	State	Ship Date	Invoice Date	Item Number	Description	Brand Name	Pack/Size	Shipped	Price	Extended Price
795615	ANDOVER HIGH SCHOOL	123456	305	02-305-770-702-402-000	2115 ANDOVER BLVD	ANDOVER	MN	7/23/2007	072307	123	8# WHITE BAG 6-1/4X4X12-1/2 #308	DURO	2000/52 LB	1.00	1.00	1.00
795615	ANDOVER HIGH SCHOOL	123456	305	02-305-770-702-490-000	2115 ANDOVER BLVD	ANDOVER	MN	7/23/2007	072307	1234	BACON SLC P/C	HORMEL	1/3.8 LB	1.00	1.00	1.00
795615	ANDOVER HIGH SCHOOL	123456	305	02-305-770-702-490-000	2115 ANDOVER BLVD	ANDOVER	MN	7/23/2007	072307	12345	CHICKEN FRZ BRD POPCORN BITE C	\$TYSON	2/5 LB	2.00	1.00	2.00
795615	ANDOVER HIGH SCHOOL	123456	305	02-305-770-702-490-000	2115 ANDOVER BLVD	ANDOVER	MN	7/23/2007	072307	12346	CN SAUS PATTY TURKEY COUNTRY	JENNIE-O	160/1 OZ	2.00	1.00	2.00
795615	ANDOVER HIGH SCHOOL	123456	305	02-305-770-702-490-000	2115 ANDOVER BLVD	ANDOVER	MN	7/23/2007	072307	12347	COOKIE M&M CHOCO CHIP FRZ DOU	\$BEST MAID	240/1 OZ	1.00	1.00	1.00
795615	ANDOVER HIGH SCHOOL	123456	305	02-305-770-702-490-000	2115 ANDOVER BLVD	ANDOVER	MN	7/23/2007	072307	12348	EGGS FRZ OMELET COLBY CHEESE	SUNNY FRESH	225/2.1 OZ	1.00	1.00	1.00
795615	ANDOVER HIGH SCHOOL	123456	305	02-305-770-702-490-000	2115 ANDOVER BLVD	ANDOVER	MN	7/23/2007	072307	12349	JELLY STRAWBERRY JAM 1/2 OZ	\$SMUCKERS	200/.5 OZ	1.00	1.00	1.00
795615	ANDOVER HIGH SCHOOL	123456	305	02-305-770-702-402-000	2115 ANDOVER BLVD	ANDOVER	MN	7/23/2007	072307	12350	PLATE FOAM SATIN NON-LAM 6" TH1	COMPANION	1/1000 CT	1.00	1.00	1.00
795615	ANDOVER HIGH SCHOOL	123456	305	02-305-770-702-490-000	2115 ANDOVER BLVD	ANDOVER	MN	7/23/2007	072307	12351	TACO SHELL PV	PANCHO VILLA	1/200 CT	1.00	1.00	1.00
795615	ANDOVER HIGH SCHOOL	123456	305	02-305-770-702-402-000	2115 ANDOVER BLVD	ANDOVER	MN	7/23/2007	072307	123458	WIPER FABRIC 13.5X24	COMPANION	1/150 CT	1.00	1.00	1.00
795617	ANDOVER HIGH SCHOOL	123456	305	02-305-770-702-402-000	2115 ANDOVER BLVD	ANDOVER	MN	7/23/2007	072307	123	8# WHITE BAG 6-1/4X4X12-1/2 #308	DURO	2000/52 LB	-1.00	1.00	(1.00)
795617	ANDOVER HIGH SCHOOL	123456	305	02-305-770-702-490-000	2115 ANDOVER BLVD	ANDOVER	MN	7/23/2007	072307	1234	BACON SLC P/C	HORMEL	1/3.8 LB	-1.00	1.00	(1.00)
795617	ANDOVER HIGH SCHOOL	123456	305	02-305-770-702-490-000	2115 ANDOVER BLVD	ANDOVER	MN	7/23/2007	072307	12345	CHICKEN FRZ BRD POPCORN BITE C	\$TYSON	2/5 LB	-2.00	1.00	(2.00)
795617	ANDOVER HIGH SCHOOL	123456	305	02-305-770-702-490-000	2115 ANDOVER BLVD	ANDOVER	MN	7/23/2007	072307	12346	CN SAUS PATTY TURKEY COUNTRY	JENNIE-O	160/1 OZ	-2.00	1.00	(2.00)
795617	ANDOVER HIGH SCHOOL	123456	305	02-305-770-702-490-000	2115 ANDOVER BLVD	ANDOVER	MN	7/23/2007	072307	12347	COOKIE M&M CHOCO CHIP FRZ DOU	\$BEST MAID	240/1 OZ	-1.00	1.00	(1.00)
795617	ANDOVER HIGH SCHOOL	123456	305	02-305-770-702-490-000	2115 ANDOVER BLVD	ANDOVER	MN	7/23/2007	072307	12348	EGGS FRZ OMELET COLBY CHEESE	SUNNY FRESH	225/2.1 OZ	-1.00	1.00	(1.00)
795617	ANDOVER HIGH SCHOOL	123456	305	02-305-770-702-490-000	2115 ANDOVER BLVD	ANDOVER	MN	7/23/2007	072307	12349	JELLY STRAWBERRY JAM 1/2 OZ	\$SMUCKERS	200/.5 OZ	-1.00	1.00	(1.00)
795617	ANDOVER HIGH SCHOOL	123456	305	02-305-770-702-402-000	2115 ANDOVER BLVD	ANDOVER	MN	7/23/2007	072307	12350	PLATE FOAM SATIN NON-LAM 6" TH1	COMPANION	1/1000 CT	-1.00	1.00	(1.00)
795617	ANDOVER HIGH SCHOOL	123456	305	02-305-770-702-490-000	2115 ANDOVER BLVD	ANDOVER	MN	7/23/2007	072307	12351	TACO SHELL PV	PANCHO VILLA	1/200 CT	-1.00	1.00	(1.00)
795617	ANDOVER HIGH SCHOOL	123456	305	02-305-770-702-402-000	2115 ANDOVER BLVD	ANDOVER	MN	7/23/2007	072307	12352	WIPER FABRIC 13.5X24	COMPANION	1/150 CT	-1.00	1.00	(1.00)