



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

INVITATION FOR BID AND ACCEPTANCE
BID 26026B MSFBG Bid #1 - Non-Food Items
Due by 11:00 a.m. LT, Wednesday, December 3, 2025

Anoka-Hennepin Independent School District 11 solicits your company to submit a Bid on the above referenced goods. All Bid documents must be uploaded to Interflex Bid Advantage at <https://Bidadvantage.interflex.net/> by **11:00 a.m. LT, Wednesday, December 3, 2025**, in accordance with the terms, specifications and conditions set forth herein.

ACCEPTANCE: The following information must be completed and signed by an Authorized Agent of the vendors company and uploaded as part of the complete bid packet. Bids will not be accepted without this form. Penmanship must be legible. Editing any part of this document to change the terms or conditions will result in the rejection/disqualification of your bid.

MANUFACTURER INFORMATION		BROKER INFORMATION	
MANUFACTURER NAME		BROKER NAME	
MAILING ADDRESS		MAILING ADDRESS	
CITY		CITY	
STATE AND ZIP		STATE AND ZIP	
CONTACT PERSON		CONTACT PERSON	
EMAIL		EMAIL	
PHONE NUMBER		PHONE NUMBER	
FAX NUMBER		FAX NUMBER	
MFR FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN)			

By signing this agreement, you are agreeing to honor your proposed commercial price for the entire contract period with no additional minimum delivery, ordering, or stocking requirements, additional expectations, or fees on either the part of the Manufacturer or the Distributor to the District other than those clearly specified in the Interflex BidAdvantage **Notes section of Specifications**. In addition, you agree to the original terms and conditions of this Bid and any addendums.

AUTHORIZED MANUFACTURER SIGNATURE:

TYPED OR PRINTED MANUFACTURER NAME:

TITLE:

E-MAIL:

PHONE:

DATE:

Indicate receipt of Addenda to the Bid Documents below:

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 _____

ANOKA-HENNEPIN INDEPENDENT SCHOOL DISTRICT NO. 11
DISTRICT PURCHASING OFFICE
2727 NORTH FERRY STREET, ANOKA, MN 55303

No paper copies or flash drives are to be submitted to the Anoka-Hennepin School District.

All Bid documents must be uploaded to Interflex BidAdvantage at <https://Bidadvantage.interflex.net>

If you need assistance with any part of the process, contact Alexis Knoll at aknoll@interflex.net or by phone at 1-800-293-2909.

CHECK LIST FOR ELECTRONIC BID SUBMISSIONS

Bids **must** be submitted electronically through Interflex BidAdvantage at <https://Bidadvantage.interflex.net>

The following documents must be uploaded for a complete Bid package. Missing items may disqualify your Bid.

BID DOCUMENTS (See Section 1.02 for detailed definitions)

- ☐ **Vendor Bid Form - Specifications** (Excel document found on Interflex Bid Advantage)
- ☐ **Attachment A - Invitation for Bid and Acceptance** (Page 1 and 2)
- ☐ **Attachment B - Affidavit of Non-Collusion Form**
- ☐ **Attachment C - Debarment and Suspension Form**

**ANOKA-HENNEPIN INDEPENDENT SCHOOL DISTRICT NO. 11
DISTRICT PURCHASING OFFICE
2727 NORTH FERRY STREET, ANOKA, MN 55303**

Call for Bid #26026B

Bids close at 11:00 a.m. local time, Wednesday, December 3, 2025.

By order of the School Board of Independent School District #11, Bids for MSFBG Bid #1- Non-Food Items will be received until **11:00 a.m. local time, Wednesday, December 3, 2025**. Bids must be uploaded to Interflex Bid Advantage at <https://BidAdvantage.interflex.net>

Bid Documents will be available Thursday, November 6, 2025, at Interflex BidAdvantage at following link:
<https://BidAdvantage.interflex.net>

To help minimize the cost of doing business with the School District, bid security and performance bonds are not required unless stated otherwise. However, if a vendor is awarded a contract and subsequently defaults, the District reserves the right to pursue all available remedies.

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.

ANOKA-HENNEPIN INDEPENDENT SCHOOL DISTRICT 11
SCHOOL BOARD CLERK

Jeff Simon

To be published in Sun Publisher on Thursday, November 6, 2025, and November 13, 2025.
To be published in ECM Publisher on Friday, November 7, 2025, and November 14, 2025.

PART 1 – GENERAL INSTRUCTIONS

1.01 INTRODUCTION

Anoka-Hennepin Independent School District 11 is requesting Bids to provide contract commercial pricing for non-food items for those districts participating in the Minnesota School Food Buying Group (MSFBG). Participating districts have joint purchasing agreements in place with Anoka-Hennepin Independent School District 11. A complete list of participating districts can be found in the Bid Form – Participants tab. Participating districts may change, during the contract period. A current list of participating districts is posted on the District's website at: <https://www.ahschools.us/MSFBG>

Upon Bid award, contracts will be issued to the manufacturers. Commercial prices, terms, and conditions of this agreement cover any purchases made for the products listed in this request for Bid for the entire contract term. Each school district may, at its option, purchase from the Vendor directly or may purchase from their chosen distributor, at the commercial prices proposed.

1.02 DEFINITIONS

The term:

- **District** means Anoka-Hennepin Independent School District 11 and any department or board of the District, or any other school district in the state of Minnesota that has entered into a joint purchasing agreement with Anoka-Hennepin Independent School District 11 at any point prior to or during the agreement period.
- **MSFBG** refers to the Minnesota School Food Buying Group which includes all school districts joining in this Bid through joint powers agreements with Anoka-Hennepin Independent School District 11
- **Vendor** means the manufacturer of the products being submitted for consideration.
- **Contract** period means July 01, 2026 through June 30, 2027.
- **PI** means Product Information sheet for non-food items. This information must be submitted for every non-food item that is proposed.
- **LT** means District Local Time
- **Operator** means MSFBG
- **NOI** means Net off of invoice.

1.03 TIMELINE

Bid #26026B Released	Thursday, November 6, 2025	
Pre-Bid Meeting (virtual)	Wednesday, November 19, 2025	10:00 a.m. LT
Questions due from Vendors	Friday, November 21, 2025	4:00 p.m. LT
Responses due to Vendors- Addendum	Wednesday, November 26, 2025	4:00 p.m. LT
Bid #26026B Non Food Items Due	Wednesday, December 3, 2025	11:00 a.m. LT

1.04 PRE-BID MEETING

The Pre-Bid meeting will be held via Google Meet only on Wednesday, November 19, 2025, at 10:00 a.m. LT

The District will be offering a Virtual meeting utilizing Google Meets. The District is not responsible for any difficulties experienced with the video or audio. Recordings of the meeting will not be available.

26026B MSFBG Virtual Prebid Meeting

Wednesday, November 19, 2025 at 10:00 am – 11:00 am

Meeting ID: meet.google.com/gge-pryg-ski

Or dial: (US) +1-505-596-1547

PIN: 414 173 627#

1.05 BID SUBMISSION PROCESS

The following Bid documents must be uploaded to Interflex Bid Advantage at <https://BidAdvantage.interflex.net/>. Missing documents will cause your Bid to be rejected. For each manufacturer, one (1) copy of the legal documents is required. Please do not submit multiple copies for each item bid.

1. Vendor Bid Form - Specifications (Excel document on Interflex)

Has multiple tabs including:

- Bid Info – provides an overview of the Request for Bid
- Participants – a list of the school districts currently participating in MSFBG
- Instructions – provides instructions to the vendors
- Key – provides an explanation of the columns in the Specifications tab
- Specifications - includes required information for each item Proposed. The quantities listed are based on projected usage submitted by participating districts and are contingent upon federal and state school nutrition laws.

2. Attachment A – Invitation for Bid and Acceptance (Page 1 and 2)

3. Attachment B – Completed Affidavit of Non-Collusion Form

4. Attachment C – Completed Debarment and Suspension Form

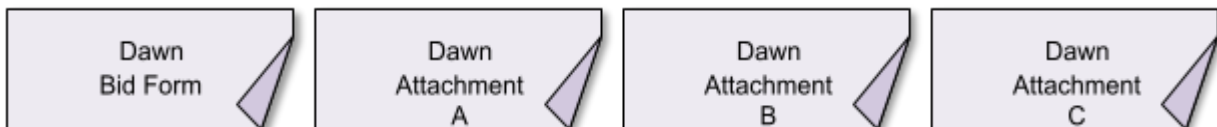
5. Product information (PI) form where this information must be submitted for every non-food item that is bid.

6. File/Folder Naming Format

Bids must be uploaded with all of the required attachments to be considered for award. Naming formats are provided below for each of the required bid documents. Prior to uploading to Interflex Bid Advantage, each document must be saved using the naming format provided below.

We used the manufacturer Dawn in our example below. Please replace Dawn with your company name or an abbreviation of your company name (sometimes long file names can cause problems when uploading).

1. First, the following files need to be uploaded once per manufacturer. They are individual files, not to be placed in a folder.



Bid Documents	File Name for Upload
Vendor Bid Form - Specifications	Dawn Bid Form
Attachment A – Acceptance	Dawn Att A
Attachment B – Affidavit of Non-Collusion	Dawn Att B
Attachment C – Debarment and Suspension Form	Dawn Att C

2. Next, create separate folders for each item proposed, as shown below. The folder name must list the MSFBG/Operator number first, followed by the manufacturer name, and finally the manufacturer number for that product.



3. Finally, each item folder must contain individual files for documents listed below. We continued to use the manufacturer Dawn below. Start the file name with the MSFBG/Operator number, followed by the manufacturer name, then manufacturer number, and finally the code for the specific document. The documents must be saved as individual files and put in each corresponding folder to be uploaded into Interflex. If you are unable to create folders, individual files named correctly will suffice.

Examples of file names for non - food items:

Bid Documents	File Name for Upload
Product Information for Non-Food Items (Code: PI)	04-5555-18 Dawn 2299 PI

1.06 BID OPENING

Bids will be opened and read on **Wednesday, December 3, 2025, at 11:00 a.m. LT**. From the time the response is submitted until a contract is in place, each response is considered a working document.

Meeting ID: [Meet.google.com/grs-wzaj-dbd](https://meet.google.com/grs-wzaj-dbd)

Or dial: (US) +1 252-501-3220

PIN: 364 198 285#

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

1.07 WITHDRAWAL OF BIDS

A Bid, once uploaded to Interflex Bid Advantage, may not be withdrawn until after all the Bids are opened and acknowledged. When documents are opened, they become public information, and any restrictions put upon the District regarding the sharing of information or duplicating copies after opening will be grounds to reject the Bid.

1.08 COLLUSION OF VENDORS

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 Attachment B.**

1.09 INQUIRIES REGARDING BID

All inquiries concerning this Bid must be submitted via email to **PurchQuotes@ahschools.us** by **Friday, November 21, 2025, at 4:00 p.m. LT** with the subject line of **"MSFBG"**. 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 uploaded via Addendum in Bid Advantage **by 4:00 p.m. LT on Wednesday, November 26, 2025.**

1.10 BONDS

In an effort to reduce the cost of doing business with the District, and unless indicated elsewhere, no Bid security or performance bond is required. However, upon award and subsequent default by Vendor, the District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest Bid meeting specifications and acceptability evaluation; (2) the Vendor in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the District in tort or law.

1.11 ALTERNATES/EQUIVALENTS

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. The District reserves the right to determine the acceptability of any equivalent or alternatives offered, and the District's decision is final.

1.12 PACKAGING

Vendors may submit a commercial price on different kinds and sizes of container and/or number of units in a shipping case. Changes in packaging and packing offered by the vendor must be clearly indicated in the Bid and will be given consideration to the extent deemed consistent with the best interests of the schools. Any pack size difference that results in additional fixed fee mark-ups and excessive weight pack size may be disqualified. The net weight of any case Bid shall not exceed 45 pounds.

1.13 HOLD HARMLESS AND INSURANCE

Vendor will indemnify and hold District and participants of MSFBG harmless against all loss and liability on account of claims of personal injury, death, and property damages resulting from any act or omission of

Contract Vendor and its agents, employees, and subcontractors in the course of providing products and services.

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 and participants of MSFBG as an additional insured on a primary basis with respect to the operations of the Vendor using form CG2026 or its equivalent. Vendor will be required to submit evidence upon contract award that Vendor has obtained full insurance coverage.

Certificates of insurance will be provided to the District prior to the contract effective date. Vendor will notify the District of any changes in insurance coverage or carrier by Vendor.

1.14 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification (**Attachment C**) is a factor upon which the Contract award is based.

1.15 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 Contracted Vendor(s) 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 affected 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 –TERMS AND CONDITIONS

2.01 WARRANTY

All goods and services furnished by the Vendor, relating to and pursuant to this Bid will be warranted to meet or exceed the specifications contained herein. In the event of breach, the Vendor will take all reasonable action, at Vendor's expense, to correct such breach in the most expeditious manner possible.

2.02 PRICING

MSFBG Bid prices are to be delivered commercial price to the distributor from the manufacturer including any and all costs of freight to get product to the distributor. Pricing submitted in this Bid may not be applicable to items purchased using the USDA Net Off Invoice (NOI) option for utilizing commodity dollars. Districts that participate in the NOI option will need to obtain that pricing separately from this RFB process.

A list of current distributors servicing MSFBG participating districts is listed in section 2.17 in the Bid. The delivered commercial price is to be the same for all distributors or direct delivery to districts, although additional criteria may be required for direct delivery as noted in sections 2.18 and 2.19. The commercial price is to be held firm for the entire contract period.

If minimum purchase quantities are required by the manufacturer, they must be reasonably achievable based on both industry standards and the commitments. **This information must be detailed on the Specifications tab for that item and will be factored in during the evaluation process.**

2.03 LAWS AND REGULATIONS

Vendors will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Vendors agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin. All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Minnesota. School districts in the state of Minnesota are exempt from paying sales tax. State Sales and Use Tax Certificates of Exemption Form will be issued by each school district upon request.

2.04 CONTRACT TERMINATION

The District may terminate all or any part of a subsequent contract award by giving a 30-day notice to the Vendor, if at any time the terms of the contract are not being met. Examples of situations that may result in contract termination include, but are not limited to:

1. Vendor refusal or failure to deliver the goods.
2. Vendor failure to comply with any of the provisions of the contract or so fails to make progress as to endanger performances.
3. Vendor becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors.
4. Product is discontinued.
5. Product formulation is changed from the time of Bid submission through the contract period.
6. Product no longer meets the state and federal regulations for child nutrition programs.
7. Product does not perform to the standards of the sample provided for evaluation; or
8. The commercial price Bid is not honored.

In the event of termination, only acceptable goods actually received by a participating district, up to the date of termination, will be paid for. In the event of a contract termination, the District reserves the right to recommend and award the contract to the next low Bid meeting specifications and acceptability evaluation.

2.05 AUDIT AND INSPECTION

The District or its representative reserves the right to inspect and/or audit all the Vendor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Vendor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents and records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub- contracts that directly or indirectly pertain to the transactions between the District and the Vendor. If necessary, the District will sign a mutually agreeable confidentiality agreement.

2.06 BID REVIEW FOR AWARD DETERMINATION

Bids are awarded to a single manufacturer per MSFBG specification/item. Factors used to determine award include but are not limited to, price, specification compliance, acceptability standards, product suitability testing, minimum purchase requirements, vendor responsiveness and past performance. The District reserves the right to evaluate and award by category or by line item, and to accept or reject any Bid response in its entirety or in part, and to waive minor irregularities if the Bid response is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The District has sole discretion in determining testing and evaluation methods. The District may consider, in conjunction with any award, those products and prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Minnesota.

In evaluation of the Bid, the size of a case may be taken into consideration, as the case size may have an impact on the overall cost by impacting the distributor's fixed fee. MSFBG uses \$1.00 a case for fixed fee markup when analyzing the cost impact of case size. Below is an example:

Bid Product 1. Case size 20 pounds – Proposed commercial price is \$20 per case
Bid Product 2. Case size 10 pounds – Proposed commercial price is \$10 per case

The bid award will be based on price per serving as listed in the specifications. To purchase 40 pounds of the product, Bid product 1 would cost a total of \$42.00. Bid product 2 would cost a total of \$44.00. In the example given, Bid product 1 would be awarded if the product is found acceptable.

2.07 NEW PRODUCT/PRODUCT CATEGORY

A Manufacturer may determine that they have a product that does not fit into a category/specification in the current bid. The process for introducing new products/product categories is as follows:

1. A manufacturer may email MSFBG@ahschools.us to request an addition to a future MSFBG bid and request to submit a sample.
2. Evaluations of the submitted request(s)/sample(s) will be conducted during the fall (between September and October).
3. If, upon evaluation, the product/product category is approved the specification is created.
4. Participating districts will have the opportunity to estimate usage.
5. MSFBG will work to keep bids competitive and refrain from specifications that only represent one manufacturer. If estimated usage is 2000 cases or more and it is determined that the requested specification has the potential to be bid on by multiple manufacturers, the new product/product category may be included and released in a future bid.

2.08 QUANTITIES

The quantities shown on Attachment A are projected usages, submitted by participating districts. The estimate of quantities of each item shown in Attachment A is approximate and not guaranteed. Pack sizes do not need to match exactly but products do need to match specifications and cases need to weigh 45 pounds or less. The District reserves the right to increase or decrease the number of units ordered.

2.09 AWARD BY CATEGORY

It is the District's intention to award the following items by category, however, the District reserves the right to evaluate and award by category or by line item, if deemed in the District's best interest to do so.

- Compostable Trays, Food Boats, Clamshells, Non-Compostable Trays, Non-Compostable Food Boats
 - 07-0750-23, 07-0755-24, 07-0760-24, 07-0761-24, 07-0762-24, 07-0763-24, 07-0765-24, 07-0766-26, 07-0767-26, 07-0768-26, 07-0769-26, 07-0770-26, 07-0775-26

2.10 MAXIMUM NUMBER OF BIDS

There is no limit to the number of bids per manufacturer per specification.

2.11 PRODUCT SUITABILITY TESTING

Non-Food Items:

The two lowest cost items meeting specifications will receive first review. The item suitability testing process will be conducted through a blind tasting where the item will receive a pass or fail. Factors including but not limited to; appearance, aroma, taste, texture, usability and packaging will be considered. The item must receive a majority of pass votes to be considered acceptable. If the lowest cost item is considered acceptable, no additional items will be tested. If the lowest cost items are found to be unacceptable, the third lowest cost item is then tested. This process is continued until an item is considered acceptable or all items are disqualified. At no time are items considered on a side-by-side basis, and at no time will the testers know the price or vendor of the product they are testing.

2.12 SAMPLES

Full case samples for each item proposed must be available locally by January 25th, 2026.

Samples will be requested for delivery by the MSFBG consultant after Bid evaluation for the week of January 26, 2026. The sample request will also specify the date and location where samples are to be delivered.

Samples must:

- be provided at no cost to the District.
- include preparation instructions in the package or on the box/case.
- include a label indicating it is an MSFBG Sample, as well as the MSFBG/Operator item number.

Samples will not be returned, unless specified on the case. Vendors must be able to provide proof of delivery upon request.

Failure to provide samples as requested may result in disqualification.

2.13 CLARIFICATIONS AND INTERPRETATIONS

The District reserves the right to allow for clarification of questionable entries, to waive minor formalities, technicalities, or irregularities in submissions, and for the Vendor to withdraw items with obvious mistakes.

2.14 BID DOCUMENTS CHANGES/SUBMISSION

Bid documents must be submitted without any alterations or editing of any of the terms and conditions. Modifications, additions, or changes to the terms and conditions of this Bid may be cause to reject the Bid. Vendors must submit all Bids on the District's Bid forms.

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 submission. If your Bid submission is found to have any changes to the originally sent documents, your Bid may be considered fraudulent and be treated as a no Bid.

2.15 BID PREPARATION 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.

2.16 CONTRACT

All contracts resulting from this Bid shall incorporate all terms, conditions and specifications contained within the Bid, unless mutually amended in writing.

2.17 DISTRIBUTORS

The distributors currently utilized by the districts participating in MSFBG and where all products must be delivered:

Cash-WA. Distribution – Fargo, ND
IFD – Eau Claire, WI
Performance Food Group Reinhart – La Crosse, WI
Performance Food Group Reinhart – Marshall, MN
Performance Food Group Reinhart – Rogers, MN
Sysco MN, Sysco – Moundsview, MN
Sysco Western MN - St. Cloud, MN
Upper Lakes Foods – Cloquet, MN
US Foods – Grand Forks, ND

The above list can change prior to the school year and additional distributors can be added.

2.18 DISTRICTS BUYING THROUGH DISTRIBUTORS

MSFBG does not have any formal relationship with distributors. Each participating district is responsible for procurement and payment of all food/nonfood in accordance with the terms of their individual distributor agreements.

MSFBG recognizes that Distributors may require a minimum level of cases to be purchased in order for an item to be stocked. Similarly, MSFBG recognizes that manufacturers may not be able to deliver small quantities to distributors at the contract commercial price. **Any minimums specified must be detailed on the Specifications tab**, be reasonably achievable based on both industry standards and the commitments and

shall be communicated to all participating districts doing business with that Distributor.

If a manufacturer's product is already in stock with a distributor, the District would expect that the contract commercial price be honored regardless of the quantity committed.

2.19 DISTRICTS BUYING DIRECT FROM MANUFACTURER

MSFBG has some participating districts that have warehousing facilities to be able to order directly from the manufacturer. To order direct, a district must:

1. Order in the quantities specified by the manufacturer, as needed for direct ship.
2. Qualify as a customer by completing the necessary forms (i.e. credit applications) and
3. Meet the payment terms required.

2.20 DELIVERY

Manufacturers must follow common distribution industry receiving procedures. This includes standard receiving times set forth by individual distributors and Participating Districts.

2.21 EXCISE TAX

Deliveries against the contract must be free of excise or transportation taxes except when such tax is part of a contract commercial price, and the District is not exempt from such review. Excise Tax Exemption Registration Number may be used when required.

2.22 INSPECTIONS

All products delivered shall conform in all respect to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act, and the Meat Inspection Act and the Poultry Products Inspection in effect at the time of delivery. All products submitted for this Bid must have food or color additives that are Generally Recognized as Safe (GRAS) substances as classified and defined in the FDA's regulations.

2.23 GRADES/STANDARDS FOR FOOD & NON-FOOD PRODUCTS

Grades for food products are based on standards established by the U.S. Department of Agriculture, Agricultural Marketing Service and items supplied must be of grade indicated for the item. Standards for non-food products must meet Good Manufacturing Practice Standards per FDA regulations.

2.24 PROCESSING AND DELIVERY CONDITIONS

If applicable, all products must be:

1. Processed in a USDA inspected and approved plant.
2. All Bid responses submitted for fruits and vegetables are to be from the current growing season unless otherwise indicated on the Bid form. If prior growing season's product is submitted, vendor must state pack date along with the proposed commercial price submitted.
3. All products delivered shall have been processed and packed in accordance with good commercial practices. All meat items on this Bid must be inspected and passed by the U.S. Department of Agriculture Meat Inspection Division.
4. If a product that has been approved is found to be unacceptable when used in schools, the District reserves the right to remove the product from its approved list.
5. Cases cannot exceed 45 pounds net weight.
6. All cases and cans shall be in good condition at the time of delivery.
7. Unless specifications state otherwise, all cans shall be filled - slack cans are not acceptable.
8. Except in those instances where certain food items are not commercially available from production within the United States, no food items covered by this Bid are to be imported, imported and repacked, or imported and labeled with an American Processor or Distributor's label (See 2.25 below).

2.25 BUY AMERICAN REQUIREMENT (BA)

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.

2.26 NON-APPROPRIATION

The District reasonably believes that budgeted funds will be obtained sufficient to make all payments.

Continuation of any agreements beyond June 30th of any year is contingent upon appropriation of budgeted funds for payment of that contract. In the event that adequate funds are not so appropriated, the District shall notify the vendor as soon as possible prior to the necessary cancellation and no penalty in any form shall be levied against the District because cancellation of any part or all of the equipment required by failure of appropriation.

2.27 COMPLIANCE WITH LAWS AND DEBARMENT

All items must be in current compliance with USDA School Nutrition Guidelines throughout the entire period of the contract. In the event an awarded item no longer meets the requirement, we reserve the right to reevaluate. Refer to 2.04.

The Contractor 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 Contractor'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 Contractor 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.

Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify the 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 Contractor shall be responsible for any costs incurred by District in connection therewith.

2.28 PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS

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 proposed commercial 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".

2.29 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 or defaults caused by public carriers

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