

Request for Proposal (RFP) Bid Acknowledgement Form

Bread Products

Certification

The Respondent hereby certifies by submission and signature of this proposal that the Respondent complies fully with this Request for Proposal (RFP). In addition, the representative below is duly authorized to sign this proposal on behalf of Respondent, company, or corporation and fully understands that by virtue of executing and returning this Bid Acknowledgement Form represents complete and unconditional acceptance of the requirements, terms and conditions of this RFP and all appendices and any addendums released hereto.

Respondent hereby agrees to provide the services and/or items specified in the RFP at the prices quoted pursuant to the requirements of this document.

Rush City School District #139 Request for Proposal (RFP)	
RFP Response Due Date and Time: <u>February 14th, 2022 at 1:00PM</u>	Issue Date: January 25 th , 2022
ISSUING AGENCY INFORMATION	
Nate Sorgert, Facilities Manager Rush City School District #139 51001 Fairfield Ave Rush City, MN 55069 (320) 358-1393 nsorgert@rushcity.k12.mn.us	
INSTRUCTIONS TO VENDORS	

<p>Return Sealed Bids to:</p> <p>Nate Sorgert</p> <p>Facilities Manager</p> <p>Rush City District Office</p> <p>P.O. Box 566</p> <p>Rush City, MN 55069</p>	<p>Mark Face of Envelope /Package with:</p> <p>“Bread Products Bid”</p> <p>Response Due Date</p> <p><u>February 14th, 2022 at 1:00 pm (Local Time)</u></p>
<p>Vendors must complete the Following</p>	
<p>Vendors Name/Address/State and Zip</p>	<p>_____</p> <p>(Name/Title)</p> <p>_____</p> <p>(Signature)</p>
<p>Title of Entity (eg.,corporation,LLC,etc.)</p>	<p>Vendor Phone Number:</p>
<p>Vendor Email Address:</p>	<p>Vendor Fax Number:</p>
<p>VENDORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE</p>	

The form must be completed and returned with your proposal. All proposals must be signed by an officer or employee having authority to legally bind Respondent(s). Thank you for your interest in doing business with Rush City School District #139.

Purpose

The Rush City School District #139, is requesting sealed bread bids from a qualified distributor in accordance with applicable state and federal laws governing federally funded Child Nutrition Programs. It is the intent of the District to award a contract to procure bread from qualified bread distributors. Bread distributors are invited to submit sealed bids to provide bread to the District. A bread distributor who submits a bid in response to this solicitation will be hereinafter referred to as “Distributor”.

Background

District Billing Address: P.O. Box 566 Rush City, MN 55069	District Bread Delivery Address: See Delivery and Packaging Section
District Billing Contact: Nate Sorgert (320) 358-1393 nsorgert@rushcity.k12.mn.us	Food Service Contact: Sherry Stahlberg (320) 358-1306 sstahlberg@rushcity.k12.mn.us
Estimated Usage of Bread: See Distributor Bread Bid Form (Attachment A)	Student Enrollment: 894

Section 2 Bid Information

Bid Instructions

Bids will be accepted up to, and no bid will be accepted after, the bid submission deadline. Time is Central Standard Time as indicated on the designated clock at the District. Bids that arrive after the bid submission deadline will not be considered. It is the responsibility of the Distributor to ensure that the bid arrives at the required location by the bid submission deadline.

If the District determines there is a discrepancy in or omission from this solicitation prior to the bid submission deadline, an addendum will be issued to all Distributors that have submitted bids or that have requested a copy of the solicitation.

Deliver bids to the following location:

**Rush City District Office
51001 Fairfield Ave N
Rush City, MN 55069**

**Nate Sorgert
Facilities Manager
(320) 358-1393
nsorgert@rushcity.k12.mn.us**

Hand carried and express mail bids may be delivered to the above address ONLY between the hours of 8:00 a.m. and 4:00 p.m. local time, Monday through Friday, excluding holidays observed by the District.

Sealed bids may be mailed to the P.O. Box address above by the bid submission deadline. It is the Distributor's responsibility to assure that its bid is received by this deadline, no exceptions. Distributors may also request a confirmation receipt.

Regardless of submission method, it is the responsibility of the Distributor to confirm and ensure that the sealed bid was received by submission deadline.

The District will not be responsible for the opening of, post-opening of or failure to open a bid not properly addressed or identified.

The District will not assume the responsibility for any delay as a result of failure of the mail to deliver bids on time.

Bid Requirements

The Distributor will need to complete, sign and return all attachments:

Certification:

Attachment A: Distributor Bread Bid Form

Cost of Preparing the Bid

Distributors are responsible for the costs of preparing and submitting the bid. Materials are submitted as part of the Distributor bid will become the property of the District unless otherwise noted.

Submission of Bid Pricing

Distributors must bid a fixed price contract with economic price adjustment on bread products. Bid pricing will apply to all sites regardless of delivery frequency.

Evaluation of Bid

Bids will be evaluated based on lowest Total Unit Price.

Method of Award

Bids that are submitted timely and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. In addition, the District may conduct a pre-award audit.

A contract will be awarded to the most responsive and responsible bidder with the lowest total extended costs.

- A “responsive bidder” will be able to meet the requirements described in this solicitation.
- A “responsible bidder” is willing and capable of furnishing the goods or services described in this solicitation.

Submit Bids To: Rush City District Office
 P.O. Box 566
 Rush City, MN 55069

Due Date/Bid Opening: February 14th, 2022 at 1:00 pm

Each Bid must be **sealed** and labeled on the outside of the package/envelope with **“Bread Products Bid”**

Late bids

Regardless of cause the Rush City School District #139 shall not accept late proposals. Such proposals will automatically be disqualified from consideration. Bids will be accepted up to, and no bid will be accepted after, the bid submission deadline. Time is Central Standard Time as indicated on the designated clock at the School District. Bids that arrive after the bid submission deadline will not be considered.

It is the responsibility of the Distributor to ensure that the bid arrives at the required location by the bid submission deadline.

Contract Term

This solicitation will serve as the contract when the awarded Distributor is chosen. The contract duration is for the remainder of the 2022 school year.

Reservation of Rights

The District expressly reserves the following rights:

1. To reject all bids;
2. To reject any part of the bid not meeting the specifications set forth in the solicitation;
3. To waive any irregularities and technicalities and may, as its sole discretion, request a clarification or other information to evaluate any or all bids;
4. To re-award the solicitation to another Distributor in the event the current awarded Distributor defaults in executing the formal agreement; and
5. In the best interests of the District, accept or reject any and all portions thereof, select the next most responsive bid, or if necessary, issue a new solicitation or take other action as the District deems appropriate.

Distributor has the right to withdraw its bid if the District changes the solicitation.

Section 3

Scope of Work/Services

Delivery and Packaging Specifications

Preservation, packaging, packing, labeling and case marking must be commercial unless otherwise specified in the solicitation, contract or purchase order.

Unless otherwise specified, the Vendor must agree to deliver to the below listed sites.

<u>Building</u>	<u>Address</u>
Rush City High School	51001 Fairfield Ave N
C.E. Jacobson Elementary	95 S Harte Ave

All bread products will be delivered on Monday mornings between **6am-7am**. The next order then will be taken for the following Monday. Additional products may be ordered on a needed basis.

Packaging for products must include:

- Company name and address
- Name of product
- Date of packaging
- Ingredient statement
- Size of portion

Vendor Payments

(The awarded vendor) should receive payment within five days after the approval of claims at the scheduled Board of Trustees meeting held on the third Thursday of each month. A detailed (**legible**) invoice listing amounts of product delivered and delivery location must accompany each delivery and be submitted to the appropriate recipient. Vendor payment questions may be directed to Accounts Payable 320-358-1393.

Relevant Characteristics

Relevant characteristics means those particular characteristics that specifically describe the essential physical and functional features of the material or service required. They are features that are identified in the specifications as a mandatory requirement that a proposed “equal” product or material must possess for the bid to be considered responsive. The relevant characteristics include the following:

1. All bread products delivered must have been processed and packed in accordance with good commercial practice.
2. All bread products must conform in every respect to the provisions of the Federal Food, Drug and Cosmetic Act and regulations promulgated thereunder. Failure to do so will result in removal from future bid consideration.
3. All bread products must be produced and sold in compliance with all federal and state laws and regulations.
4. Exterior packaging and boxes must be free of dirt, ice, water and must be in such conditions that they can be placed directly on the serving line.
5. Any bread products unsatisfactory in the judgment of the District will be returned and must be replaced immediately by the awarded Distributor.
6. The awarded Distributor must be able to supply the schools with all types of bread products listed in Attachment A at all times.

Section 4

General Terms and Conditions

Free and Open Competition

This solicitation is intended to promote free and open competition. If the language, specifications, terms and conditions or any combination thereof, restricts or limits the requirements in this solicitation to a single source, it must be the responsibility of the interested Distributor to notify the District, in writing, so as to be received within five (5) business days after the date the solicitation is issued by the District. The solicitation may or may not be changed but a review of such notification will be made prior to the award of contract.

Food Laws

Distributors will be expected to operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. The District may inspect the awarded Distributor's facilities and vehicles.

Food Recall

The Distributor will be expected to voluntarily comply with all federal, state and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. The Distributor must have a process in place to effectively respond to a food recall. The process must include accurate and timely communications to the District and assurance that unsafe products are identified and removed from the District's sites in an expedient, effective and efficient manner. The Distributor will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. The Distributor will define their policy and procedure for handling food recalls on a separate document to be submitted along with the bid.

Contract Modification

The District reserves the right to modify the awarded contract by mutual agreement between the District and the awarded Distributor, so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by issuance of a written authorized amendment by the District.

Mutual Agreement Termination

With mutual agreement of both parties to a contract, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed upon date before the end of the contract period without penalty to either party.

Non-Performance of Contract and Termination

Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:

- a) At least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
- b) An opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

Equal Employment Opportunity

In accordance with federal law and USDA policy, the Distributor and District are prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. In addition, the District affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; Department of Labor Regulation (41/CFR, Part 60), and any additions or amendments thereto.

Clean Air Act and Water Pollution Control Act

As specified in 7CFR, Section 3016.36 (i)(12), the Distributor and the District must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. Violations shall be reported to the USDA and to the USEPA Assistant Administrator for Enforcement (EN-329).

Indemnity and Insurance

The successful vendor is required to procure and maintain for the duration of the contract, at its cost and expense, primary insurance coverage against claims for injuries to persons or damages to property including contractual liability which may arise from or in connection with work performed by, or under general supervision of, the contractor, its agents, representatives, employees, and subcontractors under the agreement. This insurance shall cover claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or servants.

The successful vendor must provide a certificate for commercial general liability, to include bodily injury, personal injury, property damage and automobile liability insurance, with limits of not less than \$500,000.00 combined single limit per claim and \$1,000,000.00 aggregate single limit per year.

This certificate MUST name Rush City School District #139 as an additional insured under the vendor's policy. A certificate of Insurance indicating compliance with the required coverage shall be provided within ten (10) working days of Notice of Award.

The successful vendor shall keep himself informed of, and shall comply with, all applicable laws, ordinances, rules, regulations and orders of the City, County, State, Federal or public bodies having jurisdiction affecting the work. The successful vendor shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

The successful vendor shall pay for all applicable taxes, royalties and license fees. The successful vendor shall defend all suits or claims for infringement of any patent rights and save Rush City School District #139 harmless from loss when a particular process, design or the product of a manufacturer or manufacturers is specified by the successful vendor.

Appropriations and Approval

Any and all obligations of the District under the awarded contract may be subject to annual approval and/or budgeting and appropriation by the District, State or Federal entity.

ELIGIBILITY REQUIREMENTS

To enable School District #139, Rush City, Minnesota, to determine the capabilities of a vendor to provide the supplies and/or perform the services specified in the RFP, the vendor shall respond to the following regarding its ability to meet the School District requirements. **THE RESPONSE, “(VENDOR’S NAME) UNDERSTANDS AND WILL COMPLY,” IS NOT APPROPRIATE FOR THIS SECTION. This is a mandatory requirement. Vendors who fail to meet this requirement will be rejected.**

Eligible vendors must provide all of the following or proposals will be rejected:

1. Provide nutrition information for each item under the category submitted for proposal.
 1. Nutrition information provided must match the serving size of the item

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Each Bid must be **sealed** and labeled on the outside of the package/envelope with **“Bread Products Bid”**

Attachment A: Distributor Bread Bid Form

Rush City School District #139

Attachment A: Distributor Bread Bid Form

Rush City School District #139

REQUEST FOR PROPOSAL (RFP)

Bread Bid

2021-22 – 2022-23

Item #	Description	Estimated	Unit Size	Pack Size	Price/Unit	Total
1	Bread	42 loaves @ 30 slices per loaf	Loaves			
2	Dinner Roll	3780	Dozen			
3	Hamburger Bun	1812 packs of 30	Package			
4	Hot Dog Bun	23 packs @ 144 per pack	Package			
5	Hoagie/Steak Bun	171 packs @ 120 per pack	Package			

Item #	Description	Estimated	Unit Size	Pack Size	Price/Unit	Total
1	Bread	42 loaves @ 30 slices per loaf	Loaves			
2	Dinner Roll	3780	Dozen			
3	Hamburger Bun	1812 packs of 30	Package			
6	English Muffin	306 packs @ 120 per pack	Package			
					Total Cost	

Estimate of Bread Needed

The total quantity specified is based on anticipated usage. The estimate of orders on each item is not guaranteed and the School District is not obligated to request these or any other amounts.

Bread must be as **fresh** as possible (**no frozen items**).

Products must be of uniform size, shape, consistency and texture.

Detailed Specifications for each item within each category is as follows:

Bread

1 serving equals 1 slice and must be credited as 1 oz. whole grain-rich grain (at least 50 percent whole grain with the remaining 50 percent or less of grains, if any, must be enriched) to meet the CN requirements for grains.

Dinner Roll

1 serving equals 1 roll and must be credited as 1 oz. whole grain-rich grain (at least 50 percent whole grain with the remaining 50 percent or less of grains, if any, must be enriched) to meet the CN requirements for grains.

Hamburger Bun

1 serving equals 1 bun and must be credited as 1.5-2 oz. whole grain-rich grain (at least 50 percent whole grain with the remaining 50 percent or less of grains, if any, must be enriched) to meet the CN requirements for grains.

Hot Dog Bun

1 serving equals 1 bun and must be credited as 1.5-2 oz. whole grain-rich grain (at least 50 percent whole grain with the remaining 50 percent or less of grains, if any, must be enriched) to meet the CN requirements for grains.

Hoagie/Steak Bun

1 serving equals 1 bun and must be credited as 1.5-2 oz. whole grain-rich grain (at least 50 percent whole grain with the remaining 50 percent or less of grains, if any, must be enriched) to meet the CN requirements for grains.

English Muffin

1 serving equals 1 muffin and must be credited as 1.5-2 oz. whole grain-rich grain (at least 50 percent whole grain with the remaining 50 percent or less of grains, if any, must be enriched) to meet the CN requirements for grains.

Distributor's failure to execute/sign bid prior to submission may render bid non-responsive.

I certify by my signature below that the PRICES quoted in this bid are correct and that the bid conforms to all specifications and requirements outlined in the solicitation. I

further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the solicitation and the company's bid documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Distributor and the District.

I understand that each delivery will be inspected by a representative of the District and an item may be rejected if it fails to meet the specification or is damaged in any way.

I understand that if shortages occur, it is my company's responsibility to deliver the difference as soon as possible or when requested.

The undersigned hereby offers to provide bread as specified in this bid starting on the first day of school September 2021 and ending last day of school in June 2024.

I (or We) acknowledge and accept the General Terms and Conditions as set forth in this IFB and I affirm, under penalty of perjury, that I am authorized to submit this information on behalf of

Name of Distributor

and that the information contained herein is true and correct to the best of my knowledge and belief.

No employee of the District must realize, directly or indirectly, any significant personal material or monetary gain as a result of his/her association with the Distributor or have a

material financial interest in any contract or subcontract between the Distributor and the District.

I understand that the District reserves the right to reject any or all bids, and that this bid may not be withdrawn during a period of thirty (30) days from the time of opening of the bid.

Authorized Representative and Title (Print)

Address:

Authorized Signature: _____ Date: _____