**Wisconsin Department of Public Instruction (DPI)**

**Bid Template for Developing Competitive Solicitation**

**For End Products**

The Department of Public Instruction (DPI) does not endorse nor does it guarantee the use of information and/or language contained in this template. This template is meant to be utilized as a starting point to help schools develop an understanding of what goes into a solicitation for the procurement of end products. This template is intended to be used for educational purposes only and is not intended to be as a final product for soliciting end products. Schools will still need to develop their own solicitation document that is representative of their own unique purchasing requirements. Information in this template has been gathered from multiple sources and is not the sole product of DPI. This information may be used to assist schools in the development of procurement documents. This document is not meant to supplement a school’s legal and/or procurement department’s policies and procedures. Schools should read each section carefully and thoroughly. Schools should always seek and obtain professional guidance and consultation from a legal practitioner before sending out a solicitation, any other solicitation, or entering into any type of contact.

**Every school must develop and have written policies and procedures that:**

* promotes open and full competition;
* documents the school’s rationale of the evaluation and selection process;
* documents the school’s selection procedures for each procurement method; and
* documents the school’s awarding of contract to a bidder that is both responsive and responsible.

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (****school name***) IS RequestING Bids from processors For direct Diversion OF bulk U.S.D.A. Foods into end products**

**BULK USDA FOOD - \_\_\_\_\_\_\_\_ (***school to insert name and material id of bulk USDA Food***):**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (***school to insert name(s) of desired end products***)**

**Bid Reference Number: \_\_\_\_\_\_\_\_\_\_\_**

**Date of Request: \_\_\_\_\_\_\_\_\_\_\_**

**Completed bid must be submitted no later than \_\_\_\_\_\_\_\_\_\_\_** (*date*) **by \_\_:\_\_\_ P.M. CST**

**Solicitation is issued by:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*school name*)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*school address*)

**Contact Person: \_\_\_\_\_\_\_\_\_\_\_**

**Contact Person Title: \_\_\_\_\_\_\_\_\_\_\_**

**Contact Person Phone Number: \_\_\_\_\_\_\_\_\_\_\_**

**Contact Person Email: \_\_\_\_\_\_\_\_\_\_\_**

Bidder’s failure to execute/sign bid prior to submittal may render bid non-responsive.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization Name (print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title of Authorized Representative (print)

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ZIP \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 this solicitation document. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation document, 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 this solicitation document and the company’s bid documents will be resolved in favor of this solicitation document, except as may be otherwise agreed to in writing by the company and the school.

The undersigned hereby offers to provide End Products as specified in this bid for the period starting \_\_\_\_\_\_\_\_\_\_\_ (*contract beginning date*) and ending \_\_\_\_\_\_\_\_\_\_\_ (*contract ending date*).

I understand that the school 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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE (Of authorized representative): Date:

PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Please read BID request carefully!**

***(Cover Page)***

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**Request for direct to Manufacturer BIDs**

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S**ECTION ONE: PROCEDURAL AND SUBMISSION REQUIREMENTS**

* 1. **Description:** This solicitation document is issued with the intent of procuring finished end products from eligible processors in accordance with applicable State and Federal laws governing Federally-funded Child Nutrition programs for the School. Processors are invited to submit a bid to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*school name*), herein after referred to as the “School.” Processors are invited to submit a bid to provide the School with products that have been further processed using diverted bulk USDA Foods, herein after referred to as “End Products.” A processor that submits a bid in response to this solicitation is herein after referred to as the “Bidder.” The Bidder MUST have completed the required State of Wisconsin Department of Public Instruction (DPI) intent to participate.
  2. **Bid Deadline:** \_\_\_\_\_\_\_\_\_\_\_\_ (*date*) by \_\_:\_\_\_ P.M. CST

Bids will be accepted up to the required date and time for submission. Time is Central Standard Time as indicated on the designated clock at the School. Bids that arrive after the required time will not be considered. It is the responsibility of the Bidder to ensure that the bid arrives at the required location by the required time. A bid submission shall remain valid for \_\_\_\_\_\_ days (*enter # of days*) from the bid submission date.

If School determines that there is a discrepancy in or omission from this solicitation document prior to the bid deadline, an addendum will be issued to all Bidders that have submitted bids and those that have received a copy of this solicitation document. It is the Bidder’s responsibility to contact the School prior to bid deadline to verify the issuance of any addendum(s) to this solicitation document.

* 1. **Submit bids to the following location:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*school name*)

Attention: \_\_\_\_\_\_\_\_\_\_\_ - Bid Reference Number: \_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*school address*)

* 1. **Submission of Bids:** Bidders can mail bids to the address listed above in Section 1.3 by the due date and time proposed. It is the Bidder’s responsibility to assure that the bid is received by the deadline, no exceptions. Send electronic submissions to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*contact person’s email address*) and request a confirmation receipt. (*school to strike if not allowing electronic submission*) Regardless of submission method, it is the responsibility of the bidder to confirm and ensure that bid was received by submission deadline.
  2. **Communications Inquires:** All communication regarding this solicitation document should be directed to:

Contact Person: \_\_\_\_\_\_\_\_\_\_\_

Contact Person Title: \_\_\_\_\_\_\_\_\_\_\_

Contact Person Phone Number: \_\_\_\_\_\_\_\_\_\_\_

Contact Person Email: \_\_\_\_\_\_\_\_\_\_\_

Contact Person Mailing Address: \_\_\_\_\_\_\_\_\_\_\_

**Deadline**: Any inquiries, disputes, or requests concerning interpretation, additional clarification, or additional information pertaining to this solicitation document must be made in writing and received by \_\_\_\_\_\_\_\_\_ (*date*).

**Email**: Email is the preferred form of communication.

Note: School’s email system has a very restrictive security system. School will send a “confirmation of receipt” to email senders for all email received as a result of this solicitation. If a confirmation of receipt to your email has not been received within two (2) business days (responses will be posted on a later date), contact the Contact Person identified in this section of solicitation.

If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, or other deficiency in this solicitation document; the Bidder should immediately notify Contact Person identified in this section of such error and request modification or clarification.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this solicitation document, supplements or revisions will be issued to all Bidders that have requested a copy of this solicitation document.

**SECTION TWO: SCOPE AND PURPOSE**

**2.1 Scope**: This solicitation document is issued for the purpose of soliciting pricing for End Products utilizing bulk USDA Foods used by the School. Only those Bidders who have completed the Wisconsin DPI Intent to Participate form are eligible to submit bids for this solicitation.

The School reserves the right to modify the Awarded Contract by mutual agreement between the School and selected Bidder, so long as such modification would not result in a material change to the original solicitation document and Awarded Contract.

* 1. **Contract Period:** The initial contract period shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*date contract will begin*) to \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*date contract will end*). The School intends to award a contract for this one-year period with the option to renew the contract for up to four (4) additional one-year periods by mutual agreement of the School and selected Bidder(s). Renewal shall be based on customer satisfaction with products, service, and price.
  2. **Period of Performance**:

Initial Year: July 1, \_\_\_\_ (*year*) to June 30, \_\_\_\_ (*year*)

Option Year 1: July 1, \_\_\_\_ (*year*) to June 30, \_\_\_\_ (*year*)

Option Year 2: July 1, \_\_\_\_ (*year*) to June 30, \_\_\_\_ (*year*)

Option Year 3: July 1, \_\_\_\_ (*year*) to June 30, \_\_\_\_ (*year*)

Option Year 4: July 1, \_\_\_\_ (*year*) to June 30, \_\_\_\_ (*year*)

In the event that there is carry-over inventory at the end of the final contract year, an addendum will be issued to extend the contract until October 31st of the following school year.

**SECTION THREE: BIDDER QUALIFICATIONS AND RESPONSIBILITY**

**3.1 National Processing Agreement**: Bidders are required to have a signed NPA (National Processing Agreement) with the USDA. Bids and Awarded Contract(s) with selected Bidder(s) must comply with all applicable requirements in the NPA that govern the processing of bulk USDA Foods into finished End Products listed in this solicitation.

* 1. **State Participation Agreement (SPA)**: Winning Bidder(s) who receive full truckload commitments in Wisconsin are required to complete a SPA for the appropriate school year. The SPA documents will be forwarded to the Bidder(s) by the DPI. Approved SPA must be in place by the start of the Awarded Contract year. Winning Bidder(s) must comply with all applicable requirements in the SPA that govern the processing of bulk USDA Foods into finished End Products listed in this solicitation.
  2. **End Product Processing Agreement**: School will enter into a contract once a processor is selected. The Awarded Contract will reflect this solicitation document’s terms and conditions, along with other requirements as described in this solicitation document. In the event that amendments and/or addendums to this solicitation document become necessary, all such amendments and addendums, as well as the solicitation document, shall become part of the final Awarded Contract.

Any and all amendments and/or addendums to the solicitation document must be rendered in writing and signed by both the School and Bidder; no changes without such signed documentation shall be valid.

* 1. **Value Pass Through Method (VPM):** Processor will need to indicate on attachment B: “*Official Bid Form*” which of the following value pass through method(s) they desire to utilize for each of the End Products bidder is submitting a bid. For this solicitation the School will accept the following value pass through method(s):

|  |
| --- |
| **\*Value Pass Through Methods** |
| Direct Sale |
| Refund to Recipient Agency |
| Net Off Invoice Through Distributor (NOI) |
| Fee for Service – billed by processor |
| Fee for Service – billed by distributor |

**\*** *School will need to edit this list of value pass through methods for the end products they are requesting bids.*

**SECTION FOUR: ADMINISTRATIVE INFORMATION**

* 1. **Requirements**: The School is looking for Bidder(s) to provide the End Products that are listed in the attachment B: “*Official Bid Form.*”
  2. **List of End Products**: Bidders are invited to submit pricing and other required information for the End Products listed in the attachment B: “*Official Bid Form.*”

**\*** *School will need to make sure this information is listed on the “Official Bid Form” (excel spread sheet)*

* 1. **End Product Specifications**: Bidders will find the list of End Product specifications on the Attachment B: “*Official Bid Form.*” Bid only those End Products that meet the minimum requirements listed on the “Official Bid Form” and conform to nutritional requirements listed in applicable Child Nutrition programs as describe in this solicitation document. Bids with pricing for End Products not matching those listed on the “Official Bid Form” will not be considered for further evaluation and awarding of a contract.

**\*** *School will need to make sure this information is listed on the “Official Bid Form” (excel spread sheet)*

* 1. **Type of Contract:** A fixed-price contract will be awarded as a result of this solicitation.
  2. **Calendar of Events**: The required dates and times and, where applicable, locations are listed in the calendar of events. If the School determines that it is necessary to change a date, time, or location it will issue an addendum to this solicitation document. Time is Central Standard Time as indicated on the designated clock at the School.

|  |  |
| --- | --- |
| **Calendar of Events** | |
| **Action** | **Date/Time and Location if applicable** |
| Release of Solicitation Document |  |
| Date Questions Due from Bidders |  |
| Responses to Questions Provided to Bidders |  |
| Due date for bids and location | School Name: \_\_\_\_\_\_\_\_\_\_\_  School Address: \_\_\_\_\_\_\_\_\_\_\_ (*street*)  \_\_\_\_\_\_\_\_\_\_\_ (*city/state/zip code*) |
| Review for conformance of mandatory requirements |  |
| Samples requested by | \_\_\_\_\_\_\_\_\_\_\_\_ (*date*) by \_\_:\_\_\_ P.M. CST |
| Bid evaluation period |  |
| School will conduct taste testing |  |
| Notice of Intent to Award | on or about \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*date*) |
| Awarded Contract approval by School Board | Board meeting following the Notice of Intent to Award |
| Award of Contract |  |
| Selected processor(s) start date |  |

* 1. **Award**: Awarded Contract(s) will be awarded to the most responsive and responsible Bidder(s) with the lowest price as calculated in the Attachment B: “*Official Bid Form,*” “Total Delivered Price/Portion” for the applicable value pass through method(s).
  2. **Multiple Awards**: The School reserves the right to make multiple awards to more than one Bidder. The Award Contract(s) will be limited to the least number of Bidders that the School determines is necessary to meet the needs of the School.
  3. **Pricing**: The pricing is for the \_\_\_\_\_\_ - \_\_\_\_\_\_ (*school year of initial contract*) school year and should include processing fees and all shipping cost to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*name &* *address; can be either School’s or distributor’s address*). Bidder will provide pricing as instructed in section titled “Submission of Pricing” and complete attachment B “*Official Bid Form.*”

**\*** *School will need to make sure this information is listed on the “Official Bid Form” (excel spread sheet)*

All prices will be F.O.B. destination including cost, insurance, and freight. Bidder will own goods during transit. Total price per portion will be determined by including the value of USDA Foods per portion, as calculated using the most current USDA Foods value indicated on the Summary End Product Data Schedule.

* 1. **Submission of Pricing**: Bidders will need to complete attachment B: “*Official Bid Form*” (excel spreadsheet) and submit it with all other required documentation for this solicitation document. Instructions for filling out the “Official Bid Form” are located on the “instruction sheet.” **Bidders that submit bids with missing information on the “Official Bid Form” may be ineligible for evaluation and selection for an Awarded Contract.** The School retains the right to accept or reject any or all bids, or accept or reject any part of a bid deemed to be in the best interest of the School. The School shall be the sole judge as to compliance with the instructions contained in this solicitation document.

**\*** *School will need to make sure this information is listed on the “Official Bid Form” (excel spread sheet)*

* 1. **Estimates**: All purchase estimates presented in this solicitation document are based on historical data. The School does not guarantee any minimum volume will be awarded to select Bidder(s).
  2. **Bid Submittal**: Bidder(s) must furnish all information noted in this solicitation document, per School’s issued Forms, when appropriate, or on Bidder’s letterhead, when appropriate and have required signatures.

1. Bids that fail to meet the requirements of the solicitation may be deemed non-compliant, and thus may be disqualified. Verbal information provided by Bidder(s) shall not be considered part of Bidder's bid. The content of a bid submitted by a Bidder(s) is subject to verification. Misleading or inaccurate responses shall result in disqualification.
2. Modifications, additions or changes to the terms and conditions of this solicitation may be a cause for rejection of bid. Bidder(s) must submit all information on School’s official forms or as specified in this solicitation document. Any bid submitted on company forms may be rejected.
3. Erasures or the use of typewriter correction fluid on bid forms is not acceptable and may result in the rejection of the bid. Prior to submission or openings, errors may be crossed out, corrections entered and initialed by the person signing the bid. No bid shall be altered or amended after the specified time for opening.
4. Bids that arrive after the required time at the specified location within this solicitation will not be considered. It is the responsibility of Bidder to ensure that the bid arrives at the required location by the required time. The School shall not waive or extend this requirement for any reason. A submitted bid shall remain valid for at least \_\_\_\_\_\_\_\_\_\_ days (*school to enter # days*) from the bid submission date.
   1. **Bid Cover Sheet:** Bidders will need to complete “Bid Cover Sheet.” Failure to sign and complete this section will result in ineligibility for evaluation and selection for an Awarded Contract.
   2. **Delivery:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(*School will need to provide Bidders with specific delivery instructions such as address, delivery frequency and any other delivery limitations that might affect costs related to delivery. This would include a list of Schools, with addresses, if more than one School is participating in this solicitation.*)

* 1. **Prime Vendor (Distributor) Information**: All end products shall be delivered to School’s prime vendor at the following address:

(*Distributor address*)

(*Distributor contact person*)

(*Distributor contact person title*)

(*Distributor contact person email*)

Bidders submitting bids must have the ability to deliver end products to prime vendor. The School reserves the right to change delivery location in the event the School selects a new prime vendor on a future date. Notice to processor will be provided \_\_\_\_\_\_\_\_\_ days (school to enter # of days) prior to change.

**\*** *School will need to make sure this information is correct; this section may need to be edited to reflect school’s requirements for delivery or pick up of end products from processor.*

* 1. **Full truckload**: Bidders must have a minimum of one full truckload of bulk USDA Foods committed to them as a result of orders placed by eligible school food authorities through the Wisconsin Internet Annual Ordering System in order to process. Therefore, Awarded Contract(s) resulting from this bid are contingent upon meeting this minimum full truckload requirement.
  2. **Payment Method**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(*School will need to describe in this section how Bidder(s) will be paid. Note: Payment Method should be based on the applicable value pass through (VPT) method for the finished End Products being processed.*)

* 1. **Bidder Contact Information**: Bidders will need to complete Attachment A: “*Bidder Contact Information*” sections of this solicitation document. Failure to complete this section may result in ineligibility for evaluation and selection for Awarded Contract.

**SECTION FIVE: PRODUCT REQUIREMENTS**

* 1. **General Requirements**:All End Products shall conform to the minimum requirements of Federal and State regulations. These requirements include, but are not limited to nutritional value, cleanliness, safety, weights, and contamination.
  2. **Nutrition Standards in the National School Lunch and School Breakfast Programs**: All End Products shall conform to Federal and State regulations and requirements in the National School Lunch Program (NSLP), the School Breakfast Program (SBP), and other Federal and State regulated nutritional programs the School participates.
  3. **End Products Information**: When required Bidder will need to include the Child Nutrition “CN” label information, nutrition fact panel document, and ingredient list.
  4. **Minimum Run Requirement**: Bidder will need to specify for each of the End Products listed in attachment B “*Official Bid Form*” that Bidder is providing pricing, if it will impose any minimum order quantity in either product or dollars or minimum run requirements or minimum delivery requirements.  If bid is conditioned with minimums that School cannot meet, bid will be considered non-responsive.

**\*** *School will need to make sure this information is listed on the “Official Bid Form” (excel spread sheet)*

* 1. **End Product Specifications**: Bidder will need to provide the following for those End Products listed in attachment B: “*Official Bid Form*” (excel spreadsheet).

1. Nutrition Information: Bidder will provide product specification information, copy of CN label, nutrition fact panel, and nutrient data submission form on each end product that they intend on submitting for bid.
2. Packaging:  Bidder will provide details on packaging and handling requirements for each of the end products.
3. Additional Information: Bidder will provide additional information to verify product meets specifications when applicable.
4. The School participation in direct diversion includes the following USDA Foods raw product categories:
5. BULK USDA FOOD - \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*school to insert name and material id of bulk USDA Food*)
6. BULK USDA FOOD - \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*school to insert name and material id of bulk USDA Food*)
7. BULK USDA FOOD - \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*school to insert name and material id of bulk USDA Food*)
8. BULK USDA FOOD - \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*school to insert name and material id of bulk USDA Food*)

For specific list of end products by bulk USDA Food, see attachment B “Official Bid Form” (excel spreadsheet).

* 1. **Student Acceptance**: Samples of selected product(s) may need to be submitted for student taste testing as part of the bid evaluation process. School will contact Bidder(s) on or before \_\_\_\_\_\_\_\_\_\_ (*date*) to notify them if they need to submit samples for evaluation and taste testing. School will provide additional instructions to Bidder(s) when exactly they need to send samples. Product must pass \_\_\_\_ % or more of the total student sample group. Taste failure will eliminate that End Product from further evaluation. The School reserves the right to determine taste acceptability based on results of tasting with students and the School.
  2. **Samples Submission Instructions**:

(*The school will need to describe its procedures for receiving samples and conducting taste testing.*)

* 1. **Additional End Product Requirements**:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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(*School may need to describe any additional End Product requirements not listed or defined in attachment B “Official Bid Form” (excel spreadsheet). For example: use of Meat/Meat Alternates, Bread/Bread Alternates, Fruits and Vegetables – Canned, Frozen, Dried, and Fruits and Vegetables – Fresh*)

**SECTION SIX: STANDARD TERMS AND CONDITIONS**

* 1. **Terms and Conditions**: Bidder must be fully acquainted with terms and conditions relating to the performance of the Awarded Contract. Failure or omission of Bidder to be familiar with existing conditions shall in no way relieve the Bidder of obligation with respect to the Awarded Contract.
  2. **Insurance:** Bidder shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance and Property Damage Insurance, Workers Compensation Insurance, Employer’s Liability Insurance, and Automobile Liability Insurance. Should any required insurance be cancelled before the expiration date, the issuing company will mail 30-days written notice to the School.
  3. **Waiver**:No claims or rights arising out of a breach of the Awarded Contract(s) can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
  4. **Right to Assurance**:Whenever one party to the Awarded Contract, in good faith, has reason to question the other party's intent to perform in accordance with the terms and conditions of the Awarded Contract, the questioning party may demand that the other party provide written assurance of intent to perform. In the event a demand is made and no written assurance is given within five (5) days, the demanding party may treat the lack of response and subsequent failure as an anticipatory repudiation of the Awarded Contract.
  5. **Taxes:** As applicable, the School will provide evidence of tax-exempt status upon request.
  6. **Inspection of Public Records**: All information received from Bidder(s) shall be subject to inspection once the bid is awarded under Wisconsin Public Records Law.
  7. **Recordkeeping**:Any and all documents, books, records, invoices, and/or quotations of Schools’ purchases shall be made available, upon demand, in an easily accessible manner for a period of at least three (3) years from the end of the Awarded Contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by the School, State, and Federal representatives and auditors in accordance with federal regulations. Selected Bidder(s) must ensure that any such records held by a subcontractor are likewise subject to these provisions.
  8. **State and Federally Required Contractual Provisions**: Bidder must have obtained, and will continue to maintain during the entire term of the Awarded Contract, all permits, approvals or licenses necessary for lawful performance of its obligations under the Awarded Contract. In addition, Bidder is responsible to abide by all applicable Federal and State laws and policies of the DPI and State and Local boards of education, as applicable, when providing services under the Awarded Contract.
  9. **Equal Employment Opportunity**: Bidder shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
  10. **Clean Air Act and Energy Policy and Conservation Act**: Bidder shall comply with 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), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Bidder shall report all violations to the School and to the relevant federal or state agency as appropriate.
  11. **Breach of the Awarded Contract and Remedies**: If Bidder fails to comply with any of the terms and conditions of the Awarded Contract; the School has the option to send Bidder a ten (10) business day Notice to Cure the defect or breach. During the ten-day Notice to Cure, the parties may meet and confer to discuss the resolution of the defect or breach. In the event of nonconformity the School may, at its option, cancel the Awarded Contract. The remedies of the School is cumulative, and additional to any/or other further remedies provided by law. No waiver of any breach shall constitute a waiver of any other breach.
  12. **Indemnify and Hold Harmless**: Bidder shall indemnify, defend and hold harmless the School, its directors, officers, employees, and agents from and against and all liability, damages, losses and expenses (including reasonable attorneys’ fees and costs) which arise out of Bidder’s negligence, breach or other performance of the Awarded Contract, or violation of any law or right of a third party, or that of Bidders’ employees, subcontractors, or agents. Bidder will comply with all laws relating to intellectual property, will not infringe on any third party’s intellectual property rights, and will indemnify, defend and hold harmless the School and its directors, officers, employees, and agents from and against any claims for infringement of any copyrights, patents, or other infringements of intellectual property rights related to its activities under the Awarded Contract.

1. Bidder agrees to notify the School by certified mail return receipt request, or by overnight courier immediately upon knowledge of any claim, suit, action or proceedings
2. Such indemnification obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations to indemnify, which would otherwise exist as to any party or person.
   1. **Force Majeure**: Neither party shall be liable in damages or have the right to terminate the Awarded Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
   2. **Buy American**: Bidder will comply with the Buy American requirement, which dictates that School’s participating in the federal school meal programs are required to purchase domestic commodities and products for School meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US (7CFR210.21, 220.16).
   3. **Food Laws**: Bidder shall 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. School may inspect Bidder’s facilities and vehicles.
   4. **Food Recall**: Bidder shall comply with all Federal, State and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Bidder shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the School and assurance that unsafe products are identified and removed from School sites in an expedient, effective and efficient manner. Bidder shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.
   5. **Biosecurity**: Bidder must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the US Department of Health and Human Services, Food and Drug Administration and under the USDA, Food Safety and Inspection Service.
   6. The Bidder shall comply with all other pertinent State and Federal laws.

**SECTION SEVEN: FORMS AND CONTENT OF BIDS**

* 1. **These instructions prescribe the format and content of the bid**. They are designed to facilitate a uniform review process. Failure to adhere to the bid format may result in the disqualification of the bid. The submittal includes one (1) original copy of the solicitation document plus all required documentation and excel spreadsheet. The bid shall be submitted in a sealed envelope. If the original or a copy requires more than one envelope, the envelopes shall be numbered in the following fashion: 1 of 3, 2 of 3, etc. The envelope shall be clearly labeled with the following information:

Bid ID number: \_\_\_\_\_\_\_\_

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

Bidder’s Name and Address

Bidder will complete attachment B “*Official Bid Form*” (excel spreadsheet).

The following documents and responses shall be included in the bid in the order given below:

1. Completed attachment A “*Bidder Contact Information*”
2. Completed attachment B “*Official Bid Form*” (excel spreadsheet)
   1. **Other Required Documents/Information:**

Bidder(s) must ensure that they provide any other documents or information requested by this solicitation, including but not limited to responses to any addendums that may be issued.

**SECTION EIGHT: EVALUATION OF BIDS**

* 1. **Price Evaluation**: Pricing will be evaluated based on lowest total price per portion as indicated on the Attachment B: “*Official Bid Form*” by Bidders.

**\*** *School will need to make sure this information is listed on the “Official Bid Form” (excel spread sheet)*

* 1. **Evaluation**: Bids will be evaluated by School to verify that Bidders meets all specifications and requirements contained in this solicitation document. Bidders that submitted bids will be evaluated based upon the following selection process:

1. Timeliness of bid (received prior to deadline for accepting bids).
2. Bid contained all required documentation and attachments necessary to evaluate the bid and awarding of a contract including but not limited to the following attachments:
   * Completed attachment A “*Bidder Contact Information*”
   * Completed attachment B “*Official Bid Form*” (excel spreadsheet)
   * Signed and dated “*Bid Cover Sheet*”
3. Responded to any and all addendums, if any.
4. End Products bid passed paper and nutritional screening
5. Passed Student Acceptance
6. Completed all required fields in attachment B “*Official Bid Form*” (excel spreadsheet)
   1. **Reservation of Rights:** The School expressly reserves the following rights:
7. Make no award.
8. Accept or reject any (or all) bids;
9. Reject any part of the bids not meeting the specifications set forth herein;
10. The School reserves the right to waive any irregularities and technicali­ties and may, at its sole discretion, request a clarification or other information to evaluate any or all bids.
11. Consider the references and past performance of Bidder in making any award;
12. Award the contract by lot or by individual item as the School deems appropriate, unless otherwise specified;
13. To re-award the contract to the next lowest, responsive bidder in the event the bidder to whom a bid is awarded defaults in executing the formal agreement;
14. In the best interests of the School, accept or reject any and all portions thereof, select the next most responsive bid, or if necessary issue a new solicitation document or take other action as the School deems appropriate;

Responses received without pricing will be rejected.

Bidder has the right to withdraw its bid if School changes the type of award as described in herein.

**SECTION NINE: AWARD AND POST AWARD INFORMATION**

* 1. **Notice of Intent to Award:** The School will issue Notice of Intent to Award letters to all Bidder(s) whose bids will be recommended the School’s Board for Contract Awarded. The Awarded Contract will be final when approved by the School’s Board of Directors.
  2. **Award:** In accordance with the School’s policies, all Bidders who respond to this solicitation with a bid shall be notified in writing of the School’s intent to contract as a result of this solicitation document. This solicitation document and Bidder’s bid in response thereto shall become the Awarded Contract and shall represent the entire Awarded Contract between the School and selected Bidder(s).
  3. **Appeals:** Bidder(s) whose bid(s) has been timely filed and who is aggrieved by the Award Contract to another Bidder may appeal the decision. Notices of intent to appeal and appeals must be made in writing. The written notice of intent to appeal must be filed within five (5) business days of the date of the award of contract, exclusive of Saturdays, Sundays, and legal state holidays. The written appeal must be received no later than (10) business days of the date of the award of the contract. The written notice of intent to appeal and appeal must be filed with:

(*Appeal Officer Contact Name*)

(*Appeal Officer Contact Information – phone, email, etc*)

The notice of appeal must clearly and fully identify all issues being contested by reference to the page, and section of the solicitation document and/or Awarded Contract.

The burden of proof lies with the petitioner. The evidence presented must specifically address and be limited to one or more of the following:

1. Violation of state or federal law;
2. Irregularities creating fundamental unfairness; or
3. Arbitrary or capricious award.
   1. **Contract Maintenance:** The School will communicate with selected Bidder(s) if necessary to discuss product shortages, delivery times, product quality including other options, billing issues, special orders, and other selected Bidder issues.
   2. **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.
   3. **Non-Performance of Contract and Termination:** Except as may be otherwise provided by this solicitation 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 this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given at least thirty (30) days written notice (delivered by certified mail, return receipt requested ) of intent to terminate.
   4. **Termination for Convenience:** The school may terminate this contract prior to the expiration of the term, without cause and without penalty, upon thirty (30) days’ written notice to the selected Bidder(s).
   5. **Agreement Termination and the disposition of USDA Foods:** Upon termination of the Awarded Contract, the disposition of the USDA Foods inventory with the Bidder or payment of value thereof shall include the full value of the USDA Foods in accordance with Article 20 of the National Processing Agreement. If the School terminates the agreement without cause, the School bears the cost of transferring/removal of all remaining USDA Foods from the Bidder. If the School terminates the contract with cause, or if the Bidder terminates the contract without cause, the Bidder bears the cost of transferring or removing all remaining USDA Foods.
   6. **Final Payments:** Upon any termination of the contract, the School will pay for all earned amounts to include a pro-rata portion of monthly amounts for products or services completed up to the effective date of termination. The selected Bidder(s) shall submit all required reports and other information.

ATTACHMENT A

**BIDDER CONTACT INFORMATION**

**Bidder Name**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person for Orders: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Office Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Emergency Contact Person for After/Before Hours** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Office Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contact Person: Product Information (ingredient listings and nutrient analysis)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Office Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contact Person: Billing Questions, Credits, Damaged or Incorrect Products**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Office Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTACHMENT B

# Place holder for Excel Pricing Sheet “Official Bid Form”

*(School will need to insert an “Official Bid Form.” A sample “Official Bid Form” is located at the following link:*

[*(Official Bid Form)*](https://dpi.wi.gov/sites/default/files/imce/school-nutrition/xls/dd_official_bid_form_processing_usdafoods.xlsx)