



Acquisition, Storage, and Site-To-Site Distribution of USDA Commodity Products, Frozen/Refrigerated, and Dry Food Products (Prime Vendor)

West Ada School District
Purchasing Department

Invitation to Bid #010301

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ITB ADMINISTRATIVE INFORMATION

ITB Project Description

JOINT SCHOOL DISTRICT #2, DBA WEST ADA SCHOOL DISTRICT IS SEEKING BIDS FOR THE SCHOOL NUTRITION PROGRAM FOR THE 2020-2021 SCHOOL YEAR FOR THE ACQUISITION, STORAGE, AND SITE-TO-SITE DISTRIBUTION OF USDA COMMODITY PRODUCTS, FROZEN/REFRIGERATED, AND DRY FOOD PRODUCTS (PRIME VENDOR).

ITB Lead:

CATHY WRIGHT, PURCHASING ASSISTANT
WEST ADA SCHOOL DISTRICT
1303 E CENTRAL DR
MERIDIAN, ID 83642
PURCHASING@WESTADA.ORG
208.350.5136

Submit Bid:

PURCHASING DEPARTMENT
1303 E CENTRAL DR
MERIDIAN, ID 83642

Deadline to Receive Questions:
Submit Questions to:

MARCH 18, 2020 @ 12:00 PM MST
PURCHASING@WESTADA.ORG

Deadline to Submit Samples:
Submit Samples to:

MARCH 11, 2020 @ 12:00 PM MST
JESSICA HILD, SCHOOL NUTRITION SUPERVISOR

ITB Closing Date:

APRIL 13, 2020 @ 10:00 AM MST

INVITATION TO BID

BID #010301

ACQUISITION, STORAGE, AND SITE-TO-SITE DISTRIBUTION OF USDA COMMODITY PRODUCTS, FROZEN/REFRIGERATED, AND DRY FOOD PRODUCTS (PRIME VENDOR)

Bids will be received at the West Ada School District Service Center, 1303 E. Central Dr. Meridian, ID 83642-7991 until **10:00 AM MST, APRIL 13, 2020** Sealed bids will be publicly opened and declared, for furnishing: **ACQUISITION, STORAGE, AND SITE-TO-SITE DISTRIBUTION OF USDA COMMODITY PRODUCTS, FROZEN/REFRIGERATED, AND DRY FOOD PRODUCTS (PRIME VENDOR)**
(July 1, 2020 through June 30, 2021)

BIDDER'S SURETY IS:

REQUIRED. Any bid which exceeds \$50,000.00 must be accompanied by a bid bond with a surety company licensed to conduct business in Idaho or a certified/bank cashier's check drawn on an Idaho bank in an amount not less than five percent (5%) of the total bid, made payable to West Ada School District. Certified/cashier's checks of unsuccessful bidders will be returned upon award of the bid.

QUALIFICATIONS: To qualify for consideration, each Bid must be:

1. Physically received no later than the hour and closing date prescribed above.
2. Received complete and returned with:

- Signed & Complete Bid Submittal Form
- Idaho National Sex Offender Registry form
- Contractor/Vendor Affidavit Concerning Alcohol and Drug Free Workplace Form
- Bidder Certification Form
- After Hours Key Drop Agreement
- Drug Free Workplace Certification, if applicable

NON-RESPONSIVE: Failure to comply with the above requirements shall constitute grounds for the bid to be declared non-responsive.

GENERAL CONDITIONS OF THE BID

1. The detailed requirements of the specifications shall supersede any conflicting provisions of these General Provisions.
2. Hereinafter, the word "District" means Joint School District #2 dba West Ada School District or its authorized representative.
3. **PROMPT PAYMENT TERMS WILL NOT INFLUENCE THE AWARD OF Bid Orders** (except in case of ties).
4. **BIDDERS SURETY:** Any bid which exceeds \$50,000 must be accompanied by a bid bond with a surety company licensed to conduct business in Idaho or a certified/bank cashier's check drawn on an Idaho bank in an amount not less than five percent (5%) of the total bid, made payable to West Ada School District. Certified/cashier's checks of unsuccessful bidders will be returned upon award of the bid.
5. **BID PREPARATION AND SUBMISSION:**
 - a. Bids will be received, opened, and acknowledged thereafter at the District Service Center, 1303 E. Central Drive, Meridian, ID 83642. Bidders and other interested parties are invited to be present at the bid opening. The public opening will acknowledge receipt of proposals and details concerning pricing of the offerings will be announced.
 - b. Bids received later than the time and date specified in the Invitation to Bid will not be considered.
 - c. All prices and other notations must be typewritten or written in ink. No erasures are allowed. Strike through any changes. All changes must be initialed by the person signing the bid.
 - d. Bidders must bid separately upon each item, showing unit price and extension. In case of error in computation, the unit price shall prevail.
 - e. Bidder shall quote lowest net price, best delivery date, maximum discount terms for prompt payment and make and model of the item offered.
 - f. **BRAND NAMES:** Where brand names and models of their "equal" are identified, such reference is not intended to be restrictive but is for the sole purpose of indicating to prospective bidders a description of the articles required. Bids on alternate or substitute items will be considered, provided the bid clearly describes the substitutes offered, and the District judges them to be equal to the specified item in quality, utility and performance. A sample thereof shall be submitted only when requested to do so. The sample shall be furnished free of cost to the District. It is understood and agreed that the bidder is bidding upon the identical item specified, unless he states specifically in the space provided, the brand or model he offers as the equal of the item specified.
 - g. On items to be awarded as a "LOT", all bidders are required to bid on each item listed in the lot. The District reserves the right, however, to accept or reject one or more items in the Lot and to accept partial bids.
 - h. **WITHDRAWAL OR CHANGE OF BID:** Bids may be withdrawn prior to the stated closing time. No change or corrections or withdrawal of bids will be permitted thereafter. Failure to read or comply with the enclosed general information in no way relieves a bidder from his liabilities arising hereunder. If there is a delay of 60 days for award, the bid may be withdrawn.
 - i. Unless otherwise stated, bid specifications call for equipment and supplies that are new and unused, or current manufacture.
 - j. In the event of a conflict between the General Conditions and the Special Terms and Conditions attached hereto, the Special Terms and Conditions will have precedence.
 - k. All terms, specifications and instructions set forth in this invitation are incorporated by this reference into your response.
6. **BID RESULTS:** Preliminary bid tabulations may be made available to any interested party attending the bid opening depending on the complexity of the bid. The Board holds regular meetings monthly. Please refer to the District website for the most current Board schedule. In accordance with District procedures, all bid recommendations are presented for Board action at the next regularly scheduled meeting. The results are made available at the District Service Center and on the District website (westada.org) the following day;

however, individual bid recommendations will not be given over the telephone or fax due to the length of time involved. Bidders are encouraged to review the bid tabulations/recommendation postings during normal working hours in the District Service Center. It shall be the responsibility of the interested party to ascertain the actual date of posting and/or Board meeting for the specific bid of interest.

7. **AWARDS & RESERVATIONS:** The Board of Trustees (The Board) of West Ada School District reserves the right to:
1. Reject all non-conforming, non-responsive, or conditional bids, to accept or reject any and/or all bids, portions thereof.
 2. Accept any part of the bids at prices quoted, to the best advantage of the District, unless bidder positively limits his bid to "all or none".
 3. Waive any minor informality or irregularity (error/omissions) in any bid.
 4. Reject the bid of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature.
 5. Reject the bid of a Proposer who has previously defaulted on any contract with the Owner.
 6. Reject the bid of a Proposer who is not, in the opinion of the Owner, in a position to perform the contract; and or all bids when such reject is in the interest of the Owner.
 7. To accept the bid or bids it deems to be in the best public interest.
 8. Award to the lowest responsible bidder in the opinion of and at their discretion. The decision of the Board shall be final and conclusive.

Bids are subject to acceptance within sixty (60) days of closing date, and bids shall remain irrevocably in effect for sixty (60) days after bid closing.

8. **DELIVERY/F.O.B.:** All articles, unless otherwise specified, must be delivered, ready for use, F.O.B. School Site Location, West Ada School District, in quantities and within the time specified by the purchase order. No charges for the transportation, handling, containers, packing, etc., will be allowed unless otherwise specified in the bid. All articles shall be subject to inspection and acceptance or rejection by the District.
9. **DEFAULT BY CONTRACTOR/SHORTAGES:** The District shall hold the contractor responsible for any damage which may be sustained because of the failure or neglect of the contractor to comply with any term or condition listed herein or in the purchase order, it being specifically provided and agreed that time shall be the essence of the contract delivery requirements. **If the contractor fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and places herein stated or otherwise fails or neglects to comply with the specifications and other terms of the contract, the District may, upon written notice to the contractor, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without notice to the contractor. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the contractor and the surety on the performance bond, if any.** Failure to pay said amount to the District upon demand will result in the company being removed from the bid list for a period of not less than three (3) years from the date of infraction. Thereafter, the bidder may request to be reinstated to the bid list.
10. **ASSIGNMENT:** No contract awarded under this proposal shall be assigned except with the District's written approval.
11. **PAYMENT:**
 - a. Payment will be made only to the firm name written on the bid submittal and will not be made on partial shipments unless authorized in writing by the School Nutrition Supervisor .
 - b. All cash discount (prompt payment terms) shall be taken and computed from the date of acceptance of material or the date of receipt of the invoice, whichever is later.
12. **WARRANTY:** Period shall begin on the date that the article is placed in service by the user. Each bidder shall state in writing the warranty on parts, labor and travel costs, when applicable.

13. **PERMITS AND LICENSES:** The contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed.
14. **GRATUITIES:** In the event that any gratuities or “kickbacks” are offered or tendered to any District employee or a subcontractor as an inducement for award of a bid, Request for Proposal (RFP), subcontract or order, the bidder’s proposal shall be disqualified and shall not be reinstated.
15. **PROTESTS:** All bidders are cautioned that strict guidelines and timetables must be followed in order to file an official protest on specifications or the award of bids. A copy of District Policy is posted in the office of the Purchasing Agent for review; copies may also be obtained upon request. Failure to adhere to District Policy, or, failure to file a protest within the time prescribed, shall constitute a waiver of proceedings.
16. **CONTRACT DOCUMENTS:** The complete purchase agreement includes but not limited to the following documents: The advertisement for bids (when required), the bid and purchase order conditions, the specifications and drawings, the bid of the supplier and its acceptance by the District, the purchase order, performance guarantee, and all amendments thereto. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
17. **PUBLIC RECORDS:** All information submitted in response to this request shall become public. All information submitted as “Trade Secret” information should be submitted in a separate envelope and so indicated. If challenged, the bidder who submits the “Trade Secret” information will bear all costs associated with defending their position.
18. **COURT VENUE:** Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the District Court in and for Ada County, State of Idaho. The laws of the State of Idaho shall govern this transaction.
19. **FORCE MAJEURE CLAUSE:** The parties to the contract shall be excused from performance there under during the time of the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is established that the non-performance is not due to the fault or neglect of the party not performing.

SPECIAL TERMS & CONDITIONS

1. GENERAL INSTRUCTIONS:

The following instructions have been developed specifically for this bid and may or may not be the same as previous or future solicitations for this type of service or commodity. Therefore, all bidders are urged to review these instructions in detail before submitting their bids.

These are the general instructions for bidding procedures only for West Ada School District (the District), Meridian, Idaho, and can be superseded by special instructions and addenda.

2. CONFLICT OF INTEREST:

All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of West Ada School District. Further, all bidders must disclose the name of any District employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder’s firm or any of its branches.

3. AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER:

The West Ada School District is an Affirmative Action/Equal Employment Opportunity Employer, and in accordance with applicable state and federal law does not discriminate in any employment practice on the basis of age (40 and over), ancestry, color, marital status, medical condition, national origin, political or union affiliation, physical or mental disability, race, religion, sexual orientation, or sex. This policy of affording equal

employment opportunities to all persons is in keeping with provisions of Title VII and Title IX amendments of the United State Code which protect persons against discrimination.

4. FAIR EMPLOYMENT PRACTICES:

In the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, condition of disability, national origin or other prohibited reason. Such action shall include, but not limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Fair Employment Practices Section.

The Contractor will permit access to their records of employment, employment advertisements, application forms, and other pertinent information and records by the Affirmative Action/Title IX Programs Section for the purposes of investigation to ascertain compliance with the Fair Employment Practices Section of the Contract.

5. DRUG FREE WORKPLACE CERTIFICATION

A bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In case of a tied bid, established procedure for processing bids will be followed if none of the tied vendors have a drug-free workplace program.

Action required: Please include a statement in the bid as to whether or not your workplace has implemented a Drug-Free Workplace Program. The absence of this statement in the bid document will be construed to mean that there is no such program in place.

6. FAIR LABOR STANDARDS ACT

The bidder's signature on the bid certifies that these goods are or will be produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and/or regulations and orders of the United States Department of Labor issued under Section 14 thereof.

7. DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689) CERTIFICATION:

A school food authority is prohibited from contracting with a company or individual that has been debarred or suspended in accordance with 2 CFR Part 200. This prohibition does not extend to contracts in existence at the time of the debarment/suspension or to most contracts under \$100,000 . Rather, it applies to new contracts and extensions or renewals of existing contracts of \$100,000 or more and to contracts for audit services, regardless of amount. This prohibition does not apply to proposed debarments.

Contractor will immediately notify the School Nutrition Services Supervisor if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

To ensure that a school food authority does not enter into a contract with a debarred or suspended company or individual, each school food authority must require that each responsive bidder include a certification statement with each bid on each contract. By signing the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency. It is the responsibility of each bidder to sign the certification statement and submit it with any bid.

A school food authority may rely upon the certification statement submitted by a bidder unless school food authority personnel know that the certification is in error. In such cases, the school food authority should contact the State agency for confirmation of the bidder's status relative to debarment and suspension.

Please see and complete Attachment 4.

8. COLLUSION STATEMENT:

Bidder must certify that the bid is genuine and not sham or collusive or made in the interest or behalf of any person not herein named, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in sham bid or any other person, firm, or corporation to refrain from bidding, and the Bidder has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.

Please see and complete Attachment 4

9. LOBBYING CERTIFICATE:

Per CFR 7.3018-A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over.

Please see and complete Attachment 4.

10. BUY AMERICAN COMPLIANCE:

As a sponsor of the School Nutrition Programs the District will consider only applicable products which comply with the requirements of the "Buy American" Act.

Contractor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (7 CFR 210.21) which requires that schools and institutions participating in the School Nutrition Programs in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for the use in meals served under the programs.

The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States.

The report accompanying the legislation stipulated that "substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

It is the District's intent to strictly adhere to this law. Decisions to the contrary shall be the District's responsibility. By submitting and signing this proposal/bid, the bidder acknowledges and certifies that his/her company complies with the Buy American Provision that the food delivered is of domestic origin or the product is substantially produced in the United States. If the bidder is unable to certify compliance with the Buy American provision, the bidder shall state this in his/her response and provide an explanation as to why it cannot certify compliance. Failure to include such information on the bid submission may result in product rejection at the vendor's expense.

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to the SNS, a minimum of 7 days in advance of delivery. The request must include the:

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

(b) Price of the non-domestic product that meets the required specification of the domestic product.

11. CLEAN AIR AND WATER:

Contractor shall be required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

12. ENERGY EFFICIENCY:

Contractor shall be required to meet all applicable federal energy conservation and efficiency standards pursuant to the Energy Policy and Conservation Act (42 U.S.C. 6201).

13. HOLD HARMLESS CLAUSE:

Contractor shall defend, indemnify, and hold harmless the District and its governing board, officers, employees and agents from and against any and all demands, debts, liens claims, losses, damages, liability, costs, expenses (including, but not limited to attorney fees and costs), penalties, assessments, judgements, or obligations, actions, or causes of action, whatsoever for or in connection with any injury, damage, or loss to any person or property, including the District, arising from or connected in any way directly or indirectly or as a consequence of the acts and omissions of Contractor, its agents, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this agreement, including, but not limited to, its failure to comply with its obligations under this agreement and under the law.

14. ERRORS IN BIDS/RELIEF FROM BID:

Bidders or their authorized representatives are expected to carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations and requirements before submitting bids. Failure to do so will be at the Bidder's own risk and he/she cannot secure relief on the plea of error. In case of error in extension of the prices in the bid, the unit price shall govern at the discretion of the Purchasing Agent.

15. PREPARATION OF BID:

Before submitting a bid, the Bidder shall thoroughly familiarize themselves with all Terms and Conditions of the Contract Bid Form, and any addenda issued before the Bid Closing. Such addenda shall form a part of the Bid and shall be made a part of the Contract Documents. It shall be the Bidder's responsibility to ascertain that their bid includes all addenda issued prior to the Bid Closing. Bidder should review carefully, information provided, to insure that they are thoroughly familiar with all the requirements, conditions and cost implications that will exist if a contract is awarded to them. No bid preparation costs will be assumed by WASD and are the vendor's responsibility.

The Bidder must satisfy themselves by personal examination and by such other means as they may prefer as to the actual conditions and requirements under which the service must be performed. If under inspection and examination by the Bidder there are any existing conditions or requirements of the service which are not completely understood by the Bidder, they shall contact the ITB Lead at the telephone number listed on the Administration page for such information that the District representative may have.

Bidders are expected to examine the specifications and all instructions of the bid. Failure to do so will be at the Bidder's risk. Each Bidder shall furnish the information required by this bid. The Bidder shall print or type his/her name on the bid and each continuation sheet on which he/she makes any entry. No erasures are allowed and any changes must be striked through and initialed by the person signing the bid with the corrections thereafter.

Envelopes must be sealed and clearly marked on the outside "Sealed Bid". Bids submitted via "Express/Overnight" carriers, Express Mail, or other services which require the use of special, carrier supplied

shipping envelopes must be sealed in a separate, inner envelope identified with the label supplied on the last page of this document and enclosed within the carrier's shipping container which must also be marked "SEALED BID". **No responsibility will attach to the District or any District employee for the pre-opening of, post-opening of, or the failure to open a bid not properly addressed and identified.** All bids must be submitted on the enclosed forms, signed by a legal officer of the company having the authority to bind, with company name, date, etc., and labeled as above, otherwise bid is considered non-responsive.

16. ADDENDA:

The District shall not be responsible for oral interpretations given by a District employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretations, clarification or additional information can be given that would change the terms and conditions of the bid. If any addenda are issued to this bid, a good faith attempt will be made to deliver a copy of each to all prospective bidders who were provided with a bid packet. However, prior to submitting the bid, it shall be the sole responsibility of each bidder to contact Mike Carrithers, Purchasing Agent, (208)350-5003 to determine if addenda were issued and, if so, to obtain such addenda for attachment and acknowledge receipt of such addenda in the bid submission. Questions pertaining to this bid must be submitted in writing to purchasing@westada.org.

17. APPROPRIATION OF FUNDS:

In the event funds for any specific item(s) are not appropriated, the District reserves the right not to purchase any or all of the total quantities shown in this bid. Any order issued as a result of this solicitation is contingent upon the availability of appropriated funds. If funds do not become available or are withdrawn, the District reserves the right to cancel any order or terminate the contract without penalty or expense to the District.

18. SCOPE OF CONTRACT:

The West Ada School District, desires to purchase ACQUISITION, STORAGE, AND SITE-TO-SITE DISTRIBUTION OF USDA COMMODITY PRODUCTS, FROZEN/REFRIGERATED, AND DRY FOOD PRODUCTS (PRIME VENDOR) as specified and establish a price agreement for future purchases for the period of the contract, in accordance with all the terms, conditions, and specifications specified herein.

19. BASIS OF AWARD:

Award(s) will be made based upon the lowest responsive bid provided the minimum weight is met and the product and service are acceptable. The unit cost submitted must be as unit requested (i.e. case, pounds, portion, dozen, etc.). The District will make conversions and computations if necessary. Unit cost bid should include any delivery charge (F.O.B. Destination).

20. METHOD OF AWARD:

This is a request for bids for Acquisition, Storage, and Site-To-Site Distribution of USDA Commodity Products, Frozen/Refrigerated, and Dry Food Products (Prime Vendor) required for use by School Nutrition Services (SNS). Please submit bids on items to be furnished on the attached sheets in accordance with all conditions and specifications. BIDDER MUST SPECIFY UNIT PRICE, MANUFACTURER, ITEM NUMBER, MFG CODE, BRAND, and PACK/SIZE.

All bids must be presented on the form(s) provided, without interlineation or alteration. Do not include any recapitulation of the work to be done. Fill in all blank spaces on the quote form. Proposals shall be signed in ink by the Bidder, giving his full name and business address and state whether an individual, partnership, or corporation. Failure to fill in all blank spaces on the quote form may be cause for rejection of quote as non-responsive. The Owner reserves the sole right to determine whether a bid is non-responsive. All bidders submitting bids shall acknowledge and abide by the Owners' decision without recourse.

It is the intent of the District to award contract AS A WHOLE. Award is contingent upon timely compliance with all Bid Conditions and Specifications which must be satisfied prior to beginning of service under the Contract.

As a result of the bid, the Contract will be awarded according to the authority granted the Board of Trustees of West Ada School District.

The District reserves the right to reject any and all bids. The District also reserves the right to cancel individual items, remove items, and award to the low responsive Bidder when it's to the best advantage of the District.

Qualifications of a bid with a requirement by Bidder for any minimum order other than as specified in this bid may be cause for rejection of Bidder's entire bid.

The Board specifically reserves the right to reject any conditional bid and will normally reject those which make it impossible to determine the true amount and quality of the bid.

In the case of a tie bid, if all bid requirements are met, preference will be given to small and minority businesses, women's business enterprises and veteran owned businesses.

Prior to bid award, as evidence of qualification, a bidder whose proposal is under consideration shall, upon request, promptly submit satisfactory evidence of his financial resources, his experience, and the organization and equipment he has available for the performance of the contract.

The award of a bid shall not constitute an order. Before any shipments can be made, the vendor must receive a purchase order issued by the District. Shipments shall be made as specified on the order, conforming to the bid form, specifications, and general instructions. Any contract or purchase order issued pursuant to this bid invitation, and any monies which may become due hereunder, are not assignable except with the written consent of the Board of Trustees or its agent. Any requests for assignment must be directed to the purchasing agent in writing, stating the reason for the request and any other particulars germane to the proposition.

21. CONTRACT TERM/PRICING:

The term of this contract shall be as specified on Page Three. Awards shall be made to the lowest responsive bidder in the opinion of and at the discretion of the Board of Trustees. The decision of the Board of Trustees shall be final and conclusive.

As the District does not have warehousing or distribution facilities, we are unable to award this bid by line item.

The contract shall be deemed as having been awarded when formal notice of award (Notice of Award) shall have been duly given to the Contractor in writing, by some officer or agent of the Owner, duly authorized to give such notice.

Information of the bid tabulation shall become public record ten (10) days after bid opening or after the award has been approved by the Board of Trustees.

Prices shall remain firm for the contract term with the following exception:

- 1. Once during the term of the initial contract, beginning a minimum of six (6) months after July 1, 2020, the Contractor may request a price adjustment, up or down.**

It shall be the contractor's responsibility to prove to the satisfaction of School Nutrition Services of West Ada School District, that a change requiring an upward price adjustment has taken place. School Nutrition Services of West Ada School District may set forth a format for providing such proof and the Contractor must comply with that format. Requests for price changes must be delivered to School Nutrition Services of West Ada School District in writing no less than thirty (30) calendar days prior to the Contractor's desired effective date. Final price adjustments must be agreed upon in writing by both parties.

Joint School District #2 reserves the right to request a temporary contract extension for ninety (90) days past the term of the contract to continue distribution and supply until a new or replacement firm has been identified and contract awarded. Any contract extension/renewal is contingent upon approval by both parties.

The District intends to award to the lowest responsive Bidder.

22. VENDOR SELECTION:

The West Ada School District specifically reserves the right to evaluate, in its absolute discretion, the total bid of each Bidder so as to select the company which will best serve the needs of the District, thus ensuring that the best interest of the District and its tax paying public will be served.

The West Ada School District reserves the right to inspect the facilities or conduct an investigation of the Bidder prior to award of contract to determine the performance record and ability to supply the service specified in this invitation to bid, and, if the District determines, after such inspection or investigation, that the Bidder is not capable of performance satisfactory to the District, the bid will not be considered. Upon request, the bidder shall submit such information as deemed necessary for such evaluation.

A list of existing inventory being stored at current vendor's facility will be provided to the firm awarded this bid. It will be necessary to transfer all existing commodity inventory to the new holder's facility by July 1, 2020.

23. BIDDER'S PAST PERFORMANCE:

A Bidder may be ruled Non-Responsive based upon Bidder's unacceptable past performance which may include but not limited to: late deliveries, partial deliveries, delivery of wrong materials, products not meeting specifications, providing incorrect prices, invoicing problems, default, etc.

24. QUOTATION INFORMATION:

Bidder shall fill out the attached Food List and indicate (1) Unit Price; (2) Manufacturer; (3) Mfg Code; (4) Brand; (5) Pack/Size; and (6) Extended Price for the items requested/bidding.

The "Unit Price" bid should include prices for all items listed in the Specifications Section. Vendor shall list price of products -F.O.B. School Site.

Specific product names specified by the District in the product specifications are indicated to clarify specification only. Bids offering "a/s" or "as specified" may not be considered. Items considered equal to or superior to the specification may be quoted and submitted.

Any remark, additions, amendments, or exceptions attached (by the Bidder) to the bid, which conflicts with terms and conditions herein, may cause it to be deemed "non-responsive."

When filling in the Quotation Information the Bidder should either type or print legibly in ink. If the information/unit price is illegible, that item may not be considered for an award. **Bids submitted in pencil or erasable ink will be rejected.** No erasures are allowed. Strike through and initial by the person signing the bid with the corrections thereafter.

25. UNIT PRICING:

Prices must be shown for all items. Prices are to be F.O.B. (freight prepaid and allowed) School Site Location, West Ada School District. A packing list must accompany all shipments.

All prices, including total, must include any and all discounts. In the event of price discrepancy, the following provisions will prevail:

Item by item bids-unit prices

Lot or group bids-lot or group prices

Prices stated must be in units as specified. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Any requirement by the bidder that contain all or none groups, quantities, weights, or other criteria must be met, in order to qualify for bid prices, will result in disqualification.

Items on this bid will be awarded as a whole as specified in the bid.

26. PRICE GUARANTEE:

Prices are **maximums** for the period of the contract. In the event of a price decline, or should you sell the same materials under similar quantity and delivery conditions to the State of Idaho, or any County, Municipality, Political Subdivision or Legal District of the State of Idaho at prices below those bid herein, such lower prices are to be immediately extended to the West Ada School District for comparable duration as offered to the other entity.

27. ESTIMATED DISTRICT REQUIREMENTS:

The quantities listed in the bid are estimates only based on previous usage and are not a guarantee of actual quantities to be purchased. The District reserves the right to purchase additional quantities for any item listed herein to meet the needs of the District.

The District reserves the right to purchase items that are urgently needed by the District from other than the Contractor such items that are not readily available from the Contractor.

The SNS reserves the right to accept USDA Donated Commodities to the School Nutrition Program by any agency of Federal, State, or Local government, during the term of this contract, notwithstanding any other conditions contained herein. Such offering may affect the quantities purchased.

The District reserves the right to purchase less or more or none of the quantities for any item listed herein.

28. DELIVERY REQUIREMENTS AND LOCATION:

Time is hereby declared to be of the essence in this contract. Time and manner of delivery are essential factors in proper performance under the contract.

Products are to be delivered to West Ada School District, School Sites, as ordered by the SNS. Deliveries shall be made according to the delivery schedule provided. All deliveries are to be made between the hours of **5:30 A. M. and 10:30 A. M., except for scheduled District holidays or otherwise arranged and approved by the vendor.** A District calendar is available upon request. All items delivered must be in a condition acceptable to the District. Any dented, damaged or unlabeled containers will be rejected and returned at supplier's expense. Repacked products are not acceptable. It shall be the responsibility of the vendor to file claims for damage or defective merchandise. In the event of receipt of merchandise with concealed damage, the vendor will be immediately notified by email.

The Contractor shall be responsible for delivery F.O.B. West Ada School District, School Site and shall pay all costs, including drayage, freight, pallets, and packaging, which shall be included in the item unit cost. No separate charges for the preceding will be allowed nor paid by the District and must include a detailed delivery/packing slip. All delivery and freight charges are to be included in the bid price.

A delivery schedule is provided at the end of this document.

If needed, a Key Drop Agreement will be entered into for after hour deliveries. A separate, key drop agreement would be signed. See **Attachment 5** for Key Drop requirements.

29. ORDERS:

Orders for the following week will be provided on WEDNESDAY. Merchandise shall only be shipped as requested. Automatic deliveries will not be accepted.

The District has the right to order at the price, term, and conditions in effect at any time prior to the expiration date of the agreement.

All products will be delivered on a FIRST IN FIRST OUT basis.

30. BRAND, PRODUCT CODE NUMBER AND PACK SIZE:

Bidders are to indicate in the space provided on the food list the brand name and product code number of each product and pack size if different than specified. Once brands, product code number, and pack sizes have been established in a contract as submitted in this bid, the successful vendor is expected to maintain those brands, product code numbers, and pack sizes for the term of the agreement. Any changes must be approved by the District's School Nutrition Services Supervisor before acceptance of substitutes or alternates.

In most instances, full cases will be purchased. Some items are required to be purchased as "EACHES". The full case fixed fee shall be based on the largest wholesale unit normally distributed. Fees for broken cartons shall be prorated over the broken carton quantity.

31. PRODUCT SUBSTITUTION/MANUFACTURER'S BRAND CHANGE/REFORMULATION OF PRODUCTS:

This contract does NOT allow for substitutions, brand change, or reformulation of any product without written authorization by the School Nutrition Supervisor. If during the course of the contract there is a manufacturer's brand change or reformulation of the product, the Contractor/Manufacturer representative shall not automatically substitute product. Contractor shall submit product specification sheet, Product Formulation Statement, Nutrition Facts, and/or sample shall be submitted upon request for approval prior to any future shipment.

If the new/reformulated product is acceptable, all current terms, conditions, and prices shall remain in effect. No substitutions or reformulated product shall be delivered without prior written approval by the District. Payment will not be processed for unauthorized substitutions or reformulation.

32. ALTERNATE PRODUCTS:

The District encourages bids of alternative equivalent products. However, Bidders will be asked to demonstrate equivalency of alternates to the products specified. To that end, the District requires that Bidders submitting bids other than specified must include detailed literature and specification sheets with their bid as well as submit a sample to the School Nutrition Supervisor. Failure to include such information may be cause for rejection of the alternate items. The District specifically reserves the right to evaluate, in its absolute discretion, the total bid of each Bidder so as to select the company which will best serve the needs of the District, thus insuring that the best interest of the District and its tax paying public will be served.

Only one alternate per item number, as close to specifications as possible will be allowed. If more than one alternate on an item is submitted, the bids for that entire item number will not be considered.

The specifications set forth in this bid are intended to be used as a basis for determining acceptable quality and performance. The specifications are not meant to be restrictive to a particular brand. The District does reserve the right to be the sole determiner of equivalent products and reserves the right to waive any minor

variations from specifications and to evaluate the bid based on the determination of what is in the District's best interest. The District also reserves the right to reject any part of the bid or the whole bid.

33. OTHER PURCHASES:

The District reserves the right to acquire from other sources during the life of the contract such like items, as may be required for testing, evaluation, experiment, for special programs of an emergency nature, or whenever the successful Bidder cannot supply, per conditions of Section 9 of General Conditions.

34. SCHOOL NUTRITION PROGRAM REQUIREMENTS:

When information regarding the School Nutrition Program is requested in the following specifications, refer to the Food Buying Guide for School Meal Programs by Food and Nutrition Service of USDA to determine the meal requirements and equivalents met by each food item. For current information and updates, visit USDA Food Buying Guide for School Meal Programs at: <http://www.fns.usda.gov/tn/food-buying-guide-for-child-nutrition-programs>

35. PACKAGING/SHELF LIFE:

Packages shall be so constructed as to ensure safe transportation to point of delivery. Packaging should minimize breakage and maintain freshness. **CASES SHOULD BE CLEAN. SOILED AND DAMAGED CASES WILL NOT BE ACCEPTED.** Only new cartons shall be used for packaging. No previously used cartons shall be used for packaging.

No selling prices are to appear on any item delivered. All cases must be new. All packaging materials are subject to the approval of SNS. All cartons and/or cases delivered shall be clearly identified as to the contents and name of bidder (not shipper). Any expenses incurred by SNS for identifying shipments shall be deducted from vendor's invoice. All packages must have a label attached identifying contents and instructions.

Unless otherwise stated within the specification of each individual item, shelf life to be within reasonable standards for all items and may be designated upon purchase of specific items if necessary. All items are to be coded with the date of production and/or "use by" date.

36. STORAGE FACILITY SANITATION REQUIREMENTS:

All products shall be produced and handled in accordance with applicable sanitary practices. Manufacturing and processing plants shall meet the standards of sanitation as determined by the Central District Health Department, State of Idaho, USDA and FDA as applicable.

37. TRANSPORTING FRESH AND FROZEN FOODS:

All frozen/refrigerated food items shall be delivered in properly insulated mechanical or thermostatic temperature controlled refrigeration equipment. Such equipment must be capable of maintaining a temperature to protect the products. All frozen products must be delivered in a hard frozen state, 10 degrees F. or below. All refrigerated items shall be delivered between 32°F-40°F, unless otherwise specified. Items not meeting temperature requirements will be refused and returned to vendor at vendor's expense.

38. FDA FOOD SAFETY MODERNIZATION ACT (FSMA) FINAL RULE FOR PREVENTIVE CONTROLS FOR HUMAN FOOD:

The owner, operator, or agent in charge of a food facility that is required to register with FDA under section 415 of the Food, Drug & Cosmetic Act, shall evaluate the hazards that could affect food manufactured, processed, packed, or held by such facility, identify and implement preventive controls to significantly minimize or prevent the occurrence of such hazards and provide assurances that such food is not adulterated or misbranded, monitor the performance of those controls, and maintain records of this monitoring as a matter of routine practice.

For information regarding (FSMA) Final Rule for Preventive Controls for Human Food visit:
<http://www.fda.gov/Food/GuidanceRegulation/FSMA>

39. SAMPLES:

Samples are required to be submitted for any item(s) that are being substituted for item(s) on the provided item list on or before the date noted on Page Two of the ITB Administrative Information.

Samples, CN Label (when applicable), Nutrition Analysis Sheet, Product Specification Sheet and Product Formulation Statement must be submitted before award is made.

Failure to provide samples, CN Label, and nutrient and specification sheets as requested may be cause for rejection of bid. Samples shall be provided at no cost to the District.

During the term of the contract, if Contractor wants to substitute an item, samples must be provided to the School Nutrition Supervisor for approval. CN Label (when applicable), Nutrition Analysis Sheet, Product Specification Sheet and Product Formulation Statement may also be requested. Each item shall be properly identified and provided within five (5) working days from date of request. Samples must be submitted and approved prior to substitution.

Samples shall be a representative of the exact item to be provided during the contract period. This includes but not limited to flavor, shape, color, size, packaging, case count, and ingredients.

Bidder must submit samples to:

Jessica Hild, School Nutrition Supervisor
District Office
1303 E Central Drive
Meridian, ID 83642
208-350-5109

Sample Submittal Deadline: **March 11, 2020 @ 12:00 PM MST**

The manufacturer/brand, product code, pack code identification, and the ingredients identified on each sample must be consistent with the labels on the products when purchased. Products furnished under this contract, which fail to maintain their standard of quality, will be immediately removed/rescinded from this contract.

All products must conform to the United States Department of Agriculture standards and the provisions set forth in the Federal, State, County, and City laws for their production.

40. PRODUCT TESTING:

If in the opinion of the District, an item offered on this bid does not conform to specifications or perform to the standards of the previous samples submitted, the District reserves the right to have the product tested by an independent testing laboratory. If the test shows that the product does not conform to specifications or meet the standards of the samples submitted, the cost of testing will be charged to the vendor and the contract may be cancelled. Items purchased that do not conform to specifications will be returned to seller at seller's expense. Seller shall issue full credit for all items returned.

41. AUDITS:

Audits may be made of the supplier's cost records at the discretion of West Ada School District at any time during or at the end of the contract period. A full review will be undertaken when West Ada School District

feels that circumstances are questionable. Audits may address questionable price increases, price increases on select items or the substitution of grades not meeting specification.

42. INVOICE PAYMENT TERMS:

Contractors will deliver one copy of the invoice with the goods.

Invoices are to be pre-printed with vendor name on a uniform invoice form. Items, item description, product code numbers, quantities, unit cost, extended amount, contract number, bid number and District purchase order number, as used, must be shown on each invoice.

Payment terms are net 30 days, provided goods and/or services have been received in satisfactory and proper manner. All discounts must be included in the bid price and should be based on 30 day payment. Except by prior agreement, the Board will not consider special discounts on shorter time intervals, nor will they consider bids that impose penalties or service charges for periods beyond thirty (30) days.

43. TERMINIATION OF SERVICE:

The District reserves the right to discontinue service of all or any portion of this contract for any reason, including cause or convenience as determined by the District.

Additionally, products furnished under this contract, which fail to maintain their standard of quality, will be immediately removed from this contract and the Contractor may be required to supply an acceptable product at no increase in cost to the District.

44. CONTRACT CANCELLATION PROVISION:

All Terms and Conditions including pricing are firm for the duration of this contract. This agreement may be cancelled by the District upon thirty (30) days written notification of intention to cancel the agreement.

Upon notification, the District has the right to order at the price, term, and conditions in effect at any time prior to the effective date of the cancellation of the agreement and required delivery of the items so ordered. Purchase orders issued against the contract may specify delivery dates beyond the effective date of the cancellation of this agreement, not exceeding thirty (30) days.

The contract may be canceled for poor performance of the contract requirements. Causes for cancellation may include but not limited to:

1. Poor product quality (thawing is evident or product is excessively damaged or dirty)
2. Non-adherence to product grade requirements
3. Excessive out of stock items
4. Excessive errors in filling orders
5. Excessive product substitutions
6. Failure in pricing and issuing credits
7. Failure to adhere to the delivery schedule on a reasonable basis
8. Failure of the vendor to maintain storage and handling standards consistent with the district's requirements.

45. INSURANCE:

Within five (5) days of notification of award (or such other time as designated by Purchasing), the apparent successful Bidder will provide certificates of insurance required herein and will maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the five (5) business day period may be cause for your bid to be declared non-responsive or for your Contract to be cancelled.

The successful bidder, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this bid the following insurance:

Coverage	Limits of Liability
Workmen's Compensation	\$1,000,000 each occurrence \$1,000,000 aggregate
General Liability/Property Damage	\$1,000,000 each occurrence \$2,000,000 aggregate
Personal Injury	\$1,000,000 each occurrence
Automobile Liability/Property Damage	\$1,000,000 each occurrence
Bodily Injury	\$1,000,000 each occurrence \$1,000,000 aggregate

Bidder shall carry liability and property damage insurance that will protect it and the District from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

Bidder shall maintain workers compensation and employer's liability insurance. Bidder must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the Contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

Bidder shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the District. All insurance policies and certificates must be signed copies. After work commences, the Bidder will keep in force all required insurance until the Contract is terminated.

Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence for Bodily Injury, Property Damage and Products and Completed Operations. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Contract.

CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Notice of Cancellation or Change: Bidder shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the District in accordance with the policy provisions.

Reporting Provisions Non-Compliance: Bidder shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the District, and its schools, officers and employees.

Waiver of Subrogation: All policies shall contain waivers of subrogation. The Bidder waives all rights against the District and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the District.

46. APPLICABILITY:

These terms and conditions are incorporated as requirements for all items listed in the bid form, in addition to the individual specified description for each separate item.

ATTACHMENT 1
BID SUBMITTAL

PRIME VENDOR BID # 010301

In compliance with the invitation to bid, the undersigned, acting for the firm named, hereby proposes and agrees, if this bid be accepted, to furnish the items and/or services at the prices quoted opposite each item, within the times indicated, and in accordance with the instructions, general conditions, and specifications set forth in the bid documents.

The undersigned also acknowledges receipt of addenda #1___#2___#3___#4___#5___
(INITIAL TO ACKNOWLEDGE)

- Please read these instructions, the general conditions and the specifications carefully before submitting your bid.
- Quote Net Delivered prices only.
- No taxes shall be included in any bid price; the District is exempt from state and federal sales, use, and excise taxes.

Projected Usage (2020-2021 School Year)

Dry Storage	9,105
Refrigerated	188
Frozen	8,757

<u>PRODUCT</u>	<u>QTY</u>	<u>\$/CS</u>	<u>BID PRICE/EXTENSION</u>
TOTAL FROM FOOD LIST			_____
DRY STORAGE	9,105	_____	_____
REFRIGERATED	188	_____	_____
FROZEN	8,757	_____	_____
BID TOTAL*			_____

***BID SECURITY MUST EQUAL 5% OF THIS AMOUNT**

***STORAGE AND DELIVERY PRICES TO BE INCLUDED IN THE BID PRICE**

As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). By submitting and signing this proposal/bid, the bidder acknowledges and certifies that his/her company complies with the Buy American provision that the food delivered is of domestic origin or the product is substantially produced in the United States. For these purposes, substantially means over fifty-one (51) percent of the processed food is from American-produced products. If the bidder is unable to certify compliance with the Buy American provision, the bidder shall state this in his/her response and provide an explanation as to why it cannot certify compliance.

ATTACHMENT 1
BID SUBMITTAL

PRIME VENDOR BID # 010301

SIGNED THIS _____ DAY OF _____, 2020

NAME OF COMPANY _____

SIGNATURE OF PRINCIPAL OR OFFICER _____

PRINTED NAME AND TITLE _____

MAILING ADDRESS _____

CITY, STATE, ZIP CODE _____

PHONE (____) _____ FAX (____) _____

E-MAIL _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) _____

Historically Underutilized Business (HUB) Statement: Please indicate if you are a minority owned business under SBA 8(a) or a veteran-owned business?
Under 2CFR200.321: Please indicate if you are a small business or a labor surplus firm.

{ }Minority Owned { }Woman Owned { }Veteran Owned
{ }Small Business { }Labor Surplus Firm

ATTACHMENT 2

IDAHO/NATIONAL SEX OFFENDER REGISTRY

Idaho Code §18-8329 prohibits any person who is registered or required to register under the Idaho Sex Offender Registration Act from being on school property if the person has reason to believe children under the age of 18 are present. West Ada School District (WASD) Policy 504.81 reads, in part:

It is prohibited for any person who is currently registered or required to register under the sex offender registration act as provided in Idaho Code 18-8329 to apply for/accept employment, or to volunteer at a school, or to be upon or to remain on the premises of a school or facility owned by West Ada School District while children are present.

As a provider of goods and/or services to WASD, your company and those in your employment are subject to this law and district policy.

Please sign and return this letter confirming to the District that your company will prohibit any persons in your employ who are registered or required to register under the Idaho Sex Offender Registration Act from participation in company business with the District if such participation would require them to be present on school property. Further, by signing, you confirm that you have crosschecked such employees against the Idaho Sex Offender Registry and the National Sex Offender Registry found at the following web links:

www.isp.idaho.gov/sor_id/

<http://www.nsopr.gov/>

In addition, by signing, you agree to provide WASD with a list of all employees assigned to work on WASD property if your company is awarded the project and will provide updated lists if/when new employees are assigned to the project. Further, you agree to provide lists of all subcontractor employees to WASD and will provide updated lists if/when new subcontractor employees are assigned to the project. Please send the list of employees via email to purchasing@westada.org or submit in person to Kim Harp at the District Service Center.

Company/Contractor Name (Print)

Signature of Company/Contractor Representative

Printed Name

Date

ATTACHMENT 3
CONTRACTOR/VENDOR AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 and will maintain such program throughout the life of a state construction contract and that _____ shall subcontract work only to subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

Name of Contractor

Address

City and State

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____, 20____.

NOTARY PUBLIC, residing at

Commission Expires

ATTACHMENT 4

BIDDER CERTIFICATION FORM

1. **Debarment and Suspension** – In submitting this bid proposal, we hereby certify that we have not been suspended or in any way excluded from Federal procurement actions by any Federal Agency. We fully understand that if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bid contract.

2. **Anti-Collusion** – In submitting this bid proposal, we hereby certify this proposal was developed and prepared without any collusion with any competing bidder or District employee. The content of this proposal has not been disclosed to any competing or potentially competing bidder prior to the proposal due date and time. Furthermore, no action to persuade any person, partnership or corporation to submit or withhold a bid has been made.

3. **Anti-Lobbying** – In submitting this bid proposal, we hereby certify that to the best of our knowledge and belief, no appropriated Federal funds have been paid or will be paid by or on behalf of person associated with this proposal to any person for influencing or attempting to influence and officer or employee of any agency, a member of Congress, an office or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

Signed: _____

Name & Title: _____

Company: _____

Address: _____

City & State: _____

Date: _____

ATTACHMENT 5

After Hours Key Drop Agreement

If entering into a key drop agreement, the vendor will be responsible for:

- Any damage to product.
- Lock replacment or the cost of re-keying in the event that keys are lost or stolen.
- Immediately notifying SNS Vendor Clerk if there are problems with locks or keys.

Key drop delivery details are as follows:

- Delivery will occur after hours between the hours of 12:00am and 6:00am. Lockbox keys can only be used during these times.
- Driver takes key from lockbox and opens door. Pre-arranged locations for keys to storage areas and walk-ins are to be determined with the Vendor Representative and Kitchen Manager in advance.
- Quality and accuracy of the order are checked by driver.
- All products are left in designated areas according to product type (Dry, Cooler, Frozen).
- Driver signs all invoices that he verified delivery.
- Keys to walk-in and storage rooms are returned to proper places.
- Doors locked upon exit and key returned to lockbox.

West Ada responsibilities:

- Provide reasonable access to and lighting within the delivery area, clearing out obstructions such as trash, boxes and other materials so driver has safe access.
- Supply vendor with a minimum of two (2) day notice of lock changes or changes to alarm codes.
- Kitchen manager will notify SNS Vendor Clerk of product shorts or damage immediately upon time of discovery. SNS Vendor Clerk will notify vendor within one (1) business day.

Signature

Vendor Representative

Date

SEALED BID LABEL

Cut this label along the outer border and affix it to your sealed bid envelope to identify it as a "SEALED BID". Complete the RETURN ADDRESS section.

Bids submitted via "Express/Overnight" services must be shipped in a separate, sealed inner envelope identified as above and enclosed within the carrier's shipping container. Outside of Carrier's shipping container must be marked "SEALED BID ENCLOSED".

NO RESPONSIBILITY WILL ATTACH TO THE SCHOOL DISTRICT OR ANY DISTRICT EMPLOYEE FOR THE PRE-OPENING OF, POST OPENING OR, OR THE FAILURE TO OPEN A BID NOT PROPERLY ADDRESSED AND IDENTIFIED.

BIDDER'S NAME AND ADDRESS

SEALED BID-DO NOT OPEN

BID: 010301

PRIME VENDOR

OPENING DATE AND TIME: April 13, 2020 @ 10:00 AM MST

**MIKE CARRITHERS, PURCHASING AGENT
JOINT SCHOOL DISTRICT #2
1303 EAST CENTRAL DRIVE
MERIDIAN, ID 83642**

Delivery Schedule **

2020-2021

MONDAY	TUESDAY	WEDNESDAY		THURSDAY
Frontier LCMS McMillan Meridian Elem River Valley Spalding *Summerwind Ustick	*Andrus Chief Joe *CHS *HDE *Joplin *LSMS *Pioneer	HMS Hunter Paramount Ponderosa Prospect RMHS SMS WCE Pleasant View	*CDE *DSE LHE LHMS *Mary Mac MVHS *PRE *Siena *Silver Sage	*Barbara Morgan *Chaparral *Discovery MHS MMS *Peregrine RHS *VMS Eagle Elem Eagle Hills EHS EMS Galileo Seven Oaks Star Star Middle
HOLIDAYS OR NON SCHOOL DAYS		DELIVERY DAY		
MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY		TUESDAY WEDNESDAY THURSDAY FRIDAY OR MONDAY MONDAY ALSO MONDAY IF NO SCHOOL THURSDAY & FRIDAY		

***Key Drop Schools**

****Delivery Schedule subject to change**