

Campbell County School District
1000 West 8th Street
Po Box 3033
Gillette, Wyoming 82717-3033

Invitation to Bid:

Campbell County School District
Nutrition Services
Food Supplies

Bid Opening and Award:
August 3, 2020 @2:00 p.m.

Campbell County School District
Purchasing Office
1000 West 8th St.
Po Box 3033
Gillette, WY 82717-3033
(307) 682-5171

General Conditions and Instructions

1. GENERAL DEFINITIONS

"In the following Specifications the term "SCHOOL DISTRICT" shall be understood to mean Campbell County School District. The term "NUTRITION SERVICES" shall be understood to mean Campbell County School District Nutrition Services. The term "BIDDER" as used herein shall be understood to mean the individual, company or firm, or plurals of such terms, to whom orders are awarded. Until orders are placed, these terms shall be understood to mean those firms, individuals or corporations formally submitting a proposal under these specifications."

2. INTENT

Campbell County School District desires to purchase Food Supplies as outlined in the Detailed Specifications and Exhibits for use in the School District Nutrition Services program. Sealed bids will be received by the Purchasing Department, located in the Campbell County School District Warehouse Building, 1000 West 8th St., Gillette, Wyoming, until 2:00 P.M., August 3, 2020 and then publicly opened and read aloud, and awarded to the lowest priced most responsible and responsive bidder.

The quantities stated herein represent estimates of the total requirements for one year at the time of the issuance of this bid. The quantities are given as a guide to bidders in determining prices, freight, handling costs, etc.

Quotations shall remain firm for a period of August 2020 through June 30, 2021. Prices quoted must be net of all discounts and rebates. After the School District enters into a contract with a Bidder, and if both parties desire to renew the contractual relationship, the initial contract period may be renewed for a subsequent period of twelve months, and up to three additional twelve month renewal periods. The School District intends to enter into a fixed-price contract with prospective price redetermination at the end of the initial contract period (June 30, 2021). The School District recognizes the uncertainties which require the need to negotiate a fair and reasonable firm fixed price for subsequent contract periods. Each subsequent contract period shall be for twelve months, with prospective price redetermination at the end of each pricing period.

An option for four (4) one year renewals with an evaluation by May 30th of each year.

The contract will provide for a price redetermination ceiling of 15% per item of the contract for each annual renewal period. This ceiling may be adjusted if both parties desire to extend the terms of the original contract and agree extraordinary circumstances create an inequity where the 15% ceiling is not sufficient for that particular pricing period. Under these stated circumstances, the ceiling may be adjusted for the individual section of the Detailed Specifications to which this situation applies.

Price redetermination requests from the Bidder shall be submitted, for approval by the District, 30 days prior to each annual contract anniversary date. The contract anniversary date shall be July 1 of each year, beginning in 2021.

ADDITIONAL NOTES TO BIDDER:

Bidders may bid on individual sections/items listed in Exhibit A or the entire bid. Bid will be awarded to the lowest priced most responsible and responsive bidder.

While it is expected that orders will be in these approximate quantities for the contract year, the School District reserves the right to alter the quantities according to needs at the time of placing orders.

3. DOCUMENTS

Retain one copy for your files and return one copy with your bid. Please be certain all requested information is provided. Bidders must type the information and pricing on the documents provided on the electronic attachment (Form of Bid and Exhibit A), print, sign the documents, and submit in a sealed envelope. **Vendors will also submit an electronic copy of Exhibit A.**

4. TAX EXEMPTION

Campbell County School District, as a public institution, is exempt from the payment of Federal Excise taxes and Wyoming State sales taxes, and all such taxes should therefore be eliminated in making proposals. The School District will, upon request, supply the successful bidders with tax exemption certificates covering any applicable taxes.

5. QUESTIONS:

Questions regarding this Bid and/or the specifications should be directed to Bryan Young, byoung@ccsd.k12.wy.us, phone number 307-682-2078 no later than 2:00 p.m. on July 29, 2020. An addendum, with any questions received and the written response, will be sent to all bidders on July 30, 2020.

Should any ambiguity or conflict in the specifications become apparent to any bidders, he shall forthwith apply to the Nutrition Service Director of the School District for a written interpretation, which interpretation will be sent to all bidders who have been supplied specifications for the Section in question. Any addenda to these specifications will also be issued by the Nutrition Service Director in writing.

6. SAMPLES

If a substitution of any item is requested by a Bidder, samples must be furnished unless other arrangements are made directly with the Nutrition Services Director. These samples should be delivered to the Nutrition Service Director on or prior to the day of the bid opening. Item numbers should be marked on the sample.

Failure to provide samples when requested may cause the complete bid to be disallowed.

7. CERTIFICATION

If a substitution is requested by the Bidder and samples are required, certification must show that the item bid meets the criteria as specified on the bid form. This certification must be presented with the sample as indicated.

Failure to provide certification when requested may cause the complete bid to be disallowed.

8. BIDS

All bids are to be submitted in a sealed envelope clearly marked as instructed in the Invitation to Bid. A hard copy of the Bid Document with all required information completed and signed with pricing on all items must be printed and submitted. No changes to the format of the original documents are allowed. The signature of all persons authenticating the proposals shall be in longhand. By filing a bid, the bidder warrants that if his bid be accepted, he will fully comply with these General Conditions and Instructions, Detailed Specifications, and the Form of Bid.

(b.) Please send appropriate sealed bids to:

**Campbell County School District
Purchasing Department
1000 West 8th Street, Gillette, WY 82716**

Envelope should be marked
'Food Supplies Bid'.

(c.) Late bids will not be accepted after 2:00 p.m., August 3, 2020.

9. AWARDS OF CONTRACTS

The successful bidder shall be notified of acceptance of the bid by issuance of a School District Purchase Order. Contracts will go to the lowest responsive bidder.

10. DELIVERY

The School District will require delivery of bid items as specified in Section A NON FOOD SUPPLIES of the Detailed Specifications.

The items must be unloaded and placed in a specific area, as designated by an authorized person at the site, or as specified in Section A of Detailed Specifications. The School District reserves the right to reject any items delivered that is not representative of the General Conditions and Instructions and Detailed Specifications hereby set forth. All rejected items shall be removed at the Bidder's expense. All costs related to the making of deliveries as required shall accrue to the Bidder. All such costs shall be anticipated by the Bidders and be included in the bid.

In addition the successful Bidder must meet with district personnel to discuss menu cycles and have in stock sufficient quantities of items specified in this document to assure delivery using normal lead time in placing orders.

Failure to deliver items specified on this bid document due to lack of sufficient stock available as required under the terms of this contract may be cause for termination of this contract.

11. PROTECTION FROM LIABILITY AND DAMAGE

In making delivery and placement, successful Bidders must repair, at their own expense, any damage done to the building, equipment, property, and hold the School District, it's officers, and employees harmless from any claims for damage to person or property.

12. DELIVERED AMOUNT AND PAYMENT

The School District Nutrition Service personnel will check in all items when delivered and payment will be made according to the bid price. The School District will notify the Bidder of any discrepancies or inconsistencies in any item delivered within two (2) business days of the delivery and receive the appropriate adjustment or credit for return of the item from the Bidder.

Non-Appropriation

In the event sufficient funds for the performance of this contract are not appropriated by the Board of Trustees of the School District in any fiscal year covered by this contract, this agreement may be terminated by the School District, without penalties, by giving notice to the Bidder of such facts and the School District's intention to terminate its financial obligation.

13. INSURANCE

The Bidder awarded each contract shall furnish an insurance certificate with coverage acceptable to the School District's Purchasing Manager. This must be provided once a bid has been awarded and prior to any orders being placed. This certificate must state the insurance carrier will mail thirty (30) days written notification should any of the policies be canceled before the expiration date of the policy. Commercial General Liability, Employer's Liability, Business Auto Liability, and Worker's Compensation coverage shall be carried by each successful Bidder.

14. BUY AMERICAN

Schools participating in the federal school meal programs are required to purchase domestic products for school meals to the maximum extent practicable. The "Buy American" requirement (7 CFR Part 210.21(d)) specifies that the SFA should purchase domestically produced food and food products. 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.

Federal regulations require that all foods purchased for Child Nutrition Programs be of domestic origin to the maximum extent practicable.

ALL products that are normally purchased by Distributor(s) as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor(s) shall outline their procedures to notify the SFA when products are purchased as non-domestic.

1. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the SFA
2. Any non-domestic product delivered to the SFA, without the prior, written approval of the Food Service Director, will be rejected.

The Distributor will affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule by signing this IFB.

15. SUSPENSION AND DEBARMENT:

By signing this bid, bidder certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this bid suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, bidder agrees to notify SFA by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this bid.

16. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision will become effective only if the party failing to perform immediately notifies the other part of the extent of the nature of the problem, limits delay in performance to the required by the event, and takes all reasonable steps to minimize delays. This provision will not be effective unless the failure to perform is beyond the control and without the fault of negligence of the nonperforming party.

17. NON PERFORMANCE AND TERMINATION:

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

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

19: TERMINATION FOR CONVENIENCE:

The SFA may terminate an award prior to the expiration of the term, without cause and without penalty, upon thirty (30) days written notice to the selected Distributor(s).

20: OTHER FEDERALLY REQUIRED PROVISIONS:

Distributor(s) are required to comply with the following provisions, as applicable:

- Contract Work Hours and Safety Standards Act
- Equal Employment Opportunity
- Davis-Bacon Act
- Clean Air Act and the Federal Water Pollution Control Act
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18. PROTEST OF BID AWARD

Any bidder, person, or entity may file a bid protest with Campbell County School District #1. The protest shall specify the reasons and facts upon which the protest is based and shall be filed, in writing, to the Campbell County School District #1's Associate Superintendent for Instructional Support no later than three business days after the date of the Bid award or notice of unsuccessful bid.

Campbell County School District #1 will investigate the basis for the Bid protest and analyze all facts. Campbell County School District #1 will notify the bidder whose bid is the subject of the bid protest of evidence found as a result of the investigation, and afford the bidder an opportunity to rebut such evidence, and permit the bidder to present any evidence that the bid and/or contract award was done in an unfair or biased manner. If necessary Campbell County School District #1 will then hold an informal hearing by the School Board which will include the Superintendent and Associate Superintendent for Instructional Support. Campbell County School District #1 will issue a written decision within 15 business days following receipt of the bid protest, unless factors beyond reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit.

The decision will state the reasons for the action taken by Campbell County School District #1. A copy of this decision will be furnished to the protestor and any other parties affected.

Bidder Signature

Bidder(s) - Complete, sign and return this solicitation and all Attachment to:

**Purchasing Office
1000 West 8th Street
Gillette, WY 82716**

Completed bids must be submitted no later than: 2:00 p.m. on August 3, 2020

Bidders(s) failure to execute/sign bid prior to submittal deadline may render proposal 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 proposal conforms to all specifications and requirements outlined in the solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions. I further agree that any conflict between the terms and conditions of the solicitation and the company's bid documents will be resolved in favor of the solicitation.

Accepting a bid proposal does not constitute award of the bid. However, if your bid is accepted, these documents (IFB, Attachment A, Attachment B, all addendums and renewals) will serve as the contract with the District.

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

Signature (of authorized representative):

Date:

Print Name: _____

Title: _____

19. ASSIGNMENT

The successful Bidder(s) shall not assign or transfer this contract to another party without written consent of the School District.

FORM OF BID

All in strict accordance with the General Conditions and Instructions and Detailed Specifications which are attached hereto, duly signed, and made part hereof, and at the prices set forth in the said attachments and within the specified delivery date.

"As the undersigned, I acknowledge that I have read the bid specifications and have presented to the Nutrition Service Director nutritional data sheets, samples, and

specifications as directed on the Form of Bid. I also acknowledge that I have bid strictly according to specifications set forth on the Form of Bid and understand that when these specifications are not adhered to, the bid will be rejected."

RECEIPT OF ADDENDA:

Bidder acknowledges receipt of the following

Addenda: __, __, __, __, __, __, __, __, __

EQUAL OPPORTUNITY EMPLOYER:

Campbell County School District is an Equal Opportunity Employer, and all awards will be governed by the Equal Opportunity Clause.

DETAILED SPECIFICATIONS

SECTION A: Food Supplies

1.1 SCOPE

General Conditions and Instructions and Section C of this document shall apply. Exhibit A contains a list of Food Supplies items. Items listed in Exhibit A must have a unit cost assigned by any Bidder responding to this section. Any substitution must be noted.

1.2 SUBSTITUTIONS

The items specified in this document were selected based on superior product attributes and demonstrated performance in use and preference. Campbell County School District must be notified of any substitution and Samples, Certification, and Nutritional Data provided as specified.

1.3 DELIVERY

This schedule corresponds to days and weeks school is in session, approximately 175 days per school year. The successful Bidder will be provided with a calendar of student attendance days. Deliveries of less frequency may be required in the months in which school is not in session to various locations, depending on the programs in place at those times. Daily deliveries will be Monday through Friday except for days students are not in attendance.

Delivery exceptions may be made in cases of extreme weather, road conditions or other emergency situations. School District must be notified of late deliveries as soon as possible.

Delivery address: CCHS, 1000 Camel Drive, Gillette, WY 82716

1.4 NON FOOD SUPPLY ITEMS

Refer to Exhibit A, Non Food Supplies list spreadsheet. Responsive Bidders for this section shall provide pricing per unit as instructed. The spreadsheet will extend the pricing and total the pricing in this section. Review carefully, print a hard copy of the spreadsheet and enclose with signed bid document as per instructions. In addition to the hard copy, vendors are required to provide an electronic copy of the spreadsheet.

1.5 DEBARMENT AND SUSPENSION FORM:

WYOMING DEPARTMENT OF EDUCATION

Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion

This Certification is for any contract awarded by a grantee or subgrantee for federally-required audit services, regardless of dollar amount, and for any other procurement contract expected to equal or exceed \$25,000.00.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE.)

- (1) The prospective bidder or participant, by submission of this form, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective bidder or participant is unable to certify to any of the statements in this Certification, such prospective bidder or participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective bidder or participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective bidder or participant knowingly rendered an erroneous certification, in addition to other remedies available, the School Food Authority (SFA) or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective bidder or participant shall provide immediate written notice to the person or SFA to which this proposal is submitted if at any time the prospective bidder or participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective bidder or participant agrees by submitting this form that, should the proposed transaction be entered into, it shall not knowingly enter into any transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, unless authorized by the department or agency with which this transaction originated.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a bidder or participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

1.6 BID PROTEST PROCEDURES:

Any bidder, person, or entity may file a bid protest with Campbell County School District #1. The protest shall specify the reasons and facts upon which the protest is based and shall be filed, in writing, to the Campbell County School District #1's Associate Superintendent for Instructional Support no later than three business days after the date of the Bid award or notice of unsuccessful bid.

Campbell County School District #1 will investigate the basis for the Bid protest and analyze all facts. Campbell County School District #1 will notify the bidder whose bid is the subject of the bid protest of evidence found as a result of the investigation, and afford the bidder an opportunity to rebut such evidence, and permit the bidder to present any evidence that the bid and/or contract award was done in an unfair or biased manner. If necessary Campbell County School District #1 will then hold an informal hearing by the School Board which will include the Superintendent and Associate Superintendent for Instructional Support. Campbell County School District #1 will issue a written decision within 15 business days following receipt of the bid protest, unless factors beyond reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit.

The decision will state the reasons for the action taken by Campbell County School District #1. A copy of this decision will be furnished to the protestor and any other parties affected.

Bidder Notes: _____

