

SNAKE RIVER CO-OP INVITATION TO BID

Specifications
2019-2020 School Year
Grocery, Produce, Milk and Bread Items

SNAKE RIVER PURCHASING CO-OP
BID CONDITIONS - 2019-2020 SCHOOL YEAR
April 22, 2019

INVITATION TO BID

Your firm is invited to submit a bid for providing Milk (M), Produce (P), Bread (B), Grocery and Miscellaneous Non-Food Supplies (G) for the 2019-2020 School year, for the Snake River Co-op. Bids will be received for consideration by the Snake River Co-op in the following format: Hard copy in a sealed envelope with a digital copy (thumb drive or emailed to dtimm@sd251.org)

After the Public Bid Opening, the data will be entered into master documents to be compared and awarded during the Public Bid Award. NO faxed forms will be accepted. For assistance contact, Debbie Timm at 208-746-6693, ext. 1138.

SCHEDULE OF BID DEADLINES

Event	Date	Location
Bid Package Available	Monday, April 22, 2019 5:00 pm (Mountain Time)	Digital (Excel Format): Bonneville School District #93 website (www.d93schools.org > Departments > Child Nutrition> Snake River Co-op Bid Information). Email requests to: dtimm@sd251.org
Bid Submission Deadline	Thursday, May 30, 2019 4:00 pm (Mountain Time)	Jefferson SD #251, Attn: Debbie Timm 3850 E 300 N, Rigby, ID 83442
Public Bid Opening	Monday June 3, 2019 9:00 am (Mountain Time)	Bonneville SD #93, Support Services Conference Room 2461 E 24 N, Idaho Falls, ID 83401
Public Bid Award	Thursday June 6, 2019 9:00 am (Mountain Time)	Madison SD #321, District Office 60 W Main St, Rexburg, ID 83440

The Snake River Co-op herein called the "SRC" is a non-profit entity providing food and supply procurement services to its members, which include non-profit food service departments of public and charter school districts in the state of Idaho. All bid awards shall be in accordance with all state and federal laws and regulations. For a complete listing of the members of the SRC see ATTACHMENT B.

The SRC seeks vendors to supply Milk (M), Produce (P), Bread (B), Grocery and Miscellaneous Non-Food Supplies (G), to its members. Milk, Bread and Produce Bids will be awarded separately as bottom line to a single vendor. Grocery and miscellaneous Non-Food Supplies will be awarded by line item to the lowest bidder. The awarded vendors will supply goods pursuant to purchase orders placed by the individual members, who will be solely responsible for payment and scheduling. Delivery of goods will be to the sites of the individual members with the exception of the Milk Bid, which will be delivered to individual sites.

Bidders must bid a fixed price, which includes any additional shipping or surcharges to the participating school districts. All prices quoted must be the final delivered price. Prices quoted should not include excise or other taxes.

No bid may be withdrawn after the time of opening.

GENERAL CONDITIONS

RESERVATIONS

The SRC herein expressly reserves the rights:

- To reject all bids.
- To waive any and/or all irregularities in the bids submitted.
- To award bids based on the following: price, quality, deliverability, and customer service.
- To reject any bid not in compliance with prescribed public bidding procedures and requirements.

INSTRUCTIONS

- All sealed bids must be submitted in an envelope and addressed to:
Debbie Timm, Child Nutrition Programs
Jefferson School District 251
3850 E 300 N
Rigby, Idaho 83442

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- The envelope must be clearly marked on the outside:
SNAKE RIVER CO-OP
Milk (M),OR Produce (P),OR Bread (B),OR Grocery and Miscellaneous Non-Food Supplies (G),

SIGNATURES

- The bid quotations and signatures must be submitted on the pages provided in these specifications and shall be signed with ink. (ATTACHMENT A)

ERRORS AND CLARIFICATION

- Any vendor who finds errors or who needs clarification of this bid document may call Debbie Timm at 208-746-6693, ext. 1138.

TIME

- Bids submitted after the time specified, will not be considered.

BOND

- SRC may, at its option, require a Performance Bond of the successful bidder if such is deemed to be in the best interest of the said School Districts.

ESTIMATED VOLUME OF PRODUCTS TO BE PURCHASED

- The estimated numbers of units of each item as presented on the Bid Proposal are based on the historical data from each member district. The number represents "best estimates" only, and does not constitute or imply any commitment by the SRC members as to the maximum volume of units to be purchased under this bid. Should the quantities of any of the items be increased, the bidder shall furnish the additional items at the unit prices quoted. Should the quantities be decreased, payment will be made on the actual quantities accepted or received at the unit price. The bidder will make no claim for anticipated profits or additional compensation of any increase or decrease in quantities. These estimated figures are to be used only for determining the approximate total of this bid. Estimates may be affected by prices bid and USDA allocations. Bidder may not hold SRC responsible for usage projections if product becomes unavailable or shortages occur.

STANDARD OF QUALITY

- All products are classified in one of the following groups:
 - *Distributor's choice*: Any manufacturer's product that meets the description will be acceptable. SRC reserves the right to request alternate products if the awarded product is deemed not acceptable. Price adjustment may be negotiated on alternate products.
 - *Private label*: These products are classified as first quality, second quality or third quality. Manufacturer's name and code number must be included in the bid for all private label items. Vendor must submit a list of labels and their quality definitions.
 - *Manufacturer's label*: These products have specific brand names and manufacturer's numbers. Some of these products were "pre-qualified" by the SRC by means of sample cuttings and tasting. Items that are bid that are not pre-approved will not be accepted.
- Items specified as "or equivalent" will be accepted only if the item bid meets the same quality as the brand specified. SRC reserves the right to reject any items deemed not "equivalent".

PACKAGING

- Unless specifically noted in an item specification, the number of units per package specified herein is not a firm requirement. Bidders may propose other packaging. Bidders shall clearly indicate the unit price and number of units per package on the bid form.

SPECIAL ORDER ITEMS

- Vendor needs to identify all products bid that are special order items and will not be stocked in the vendor's warehouse. Preference will be given to items that are not special order.

PRICE

- The price for each item shall include delivery to the specific SRC member's delivery site. Purchases are not subject to State or Federal taxes. All pricing will be based on a single drop to the member delivery sites. Additional fees for multiple drops per site must be clearly stated.
- Should a price change occur, vendor must notify SRC 30 days prior to this change. Notification must include letter from manufacturer with explanation of price change. The SRC will review and determine if the adjustment will be accepted.
- All prices shall be held from August 1, 2019 - July 31, 2020. Delivery can begin August 1, 2019.

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FEDERAL, STATE AND LOCAL REGULATIONS

- All items delivered to the SRC members shall conform to applicable requirements of federal, state, or local statutes and/or regulations.

INSURANCE REQUIREMENT

- The contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Idaho Workers' Compensation Law which requires them to provide workers' compensation coverage for all their subject workers. Vendor must also carry at least \$500,000 general liability insurance. SRC reserves the right to request verification of insurance coverage.

MEMBER CONTRACT

- A copy of the agreement for members to join the SRC is included as ATTACHMENT C.

BUY AMERICAN PROVISION

- Winning bidder must adhere to all requirements of the Buy American Provision and provide documentation as requested by SRC. Districts are required to document the use of a non-domestic food exception when the competition reveals the cost of domestic foods are significantly higher than non-domestic food. Winning bidder will be required to provide supporting documentation for this exception. Foods that are not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality will need documentation from winning bidder. The SRC will request consideration on the use of domestic alternative foods before approving an exception.
- Buy American provision requirements. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodities or products. This Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture. The Buy American provision applies to SFAs located in the 48 contiguous United States and is one of the procurement standards these SFAs must comply with when purchasing commercial food products served in the school meals programs. Although Alaska, Hawaii, and the U.S. territories are exempt from the Buy American provision, SFAs in Hawaii are required to purchase food products produced in Hawaii in sufficient quantities, as determined by the SFA, to meet school meal program needs per 7 CFR 210.21(d)(3). Likewise, SFAs in Puerto Rico are required to purchase food products produced in Puerto Rico in sufficient quantities, under 42 USC 1760(n)(4). Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. Report language accompanying the legislation noted that "substantially means over 51% from American products." Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they Regional and State Directors Page 2 must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA. For products procured by SFAs for use in the Child Nutrition Programs using nonprofit food service account funds, the product's food component is considered the agricultural commodity. FNS defines food component as one of the food groups which comprises reimbursable meals. The food components are: meats/meat alternates, grains, vegetables, fruits, and fluid milk. Please refer to 7 CFR 210.2 for full definitions. Any product processed by a winning vendor must contain over 51% of the product's food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S.

BREAD BID REQUIREMENTS

- All grain items shall be bid as whole grain rich. Substitutions will be accepted WITH PRIOR APPROVAL ONLY. WHITE BUNS or ANY PRODUCTS THAT DO NOT MEET THE WHOLE GRAIN RICH REQUIREMENT WILL NOT BE ACCEPTED AS A SUBSTITUTE AT ANY TIME. Nutritional statements are required on all products submitted for consideration. Please indicate on bid "Fresh" or "Frozen". This is a bottom line 'all or none' bid meaning the entire bid award will go to one bidder.
- Samples required at time of bid opening of the following items:
 - 4" Hamburger Buns and Gluten Free option
 - Hoagie Buns
 - Hot Dog Buns
 - Sliced Sandwich Bread and Gluten Free option
- **Fresh Bread:**
- **Frozen Bread:** Bids will also be accepted for frozen bread product that meets the above specifications.

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GROCERY BID REQUIREMENTS

- Bid descriptions will be listed with product meal pattern requirements. All grain items shall be bid as whole grain rich, unless otherwise noted.
- All products must be trans-fat free. Award will be determined per each line item, with the exception of the following:
 - Lids: Lids will be awarded to the vendor that wins the bid for the matching cup.

MILK BID REQUIREMENTS

- Deliveries must be scheduled with each school district. All deliveries must be made to individual sites per district.
- All quantities for items comprising this bid are approximate (based on best present estimates), and covering orders may vary in lesser amounts than shown depending on prices bid and commodity availability. If there is a quantity limit to which your bid price cannot be lessened, please indicate.
- Any delivery restrictions placed by bidder must be noted on the return bid sheet.
- Any excess milk will need to be picked up before holidays, school breaks and on the last school day each year. Each school is responsible to assist in rotating and ensuring that the inventories are kept at a minimum.
- Please bid both cartons and bottles, if available, for 8 oz. milk.
- The vendor will be responsible for net revenues lost due to the inability to serve or sell milk that does not meet Idaho Environmental Health or Weights and Measures specifications for quality, wholesomeness, weight, or measure which results in meals that are non-reimbursable and cannot be claimed for federal reimbursement or sold as ala carte. As an option, the vendor may replace the defective milk with milk that meets the state standards before meal service begins so revenues are not lost to the Child Nutrition Program.
- The SRC may opt to renew the milk contract for up to 4 years. In the event that there are multiple bidders, this option would be withdrawn.

PRODUCE BID REQUIREMENTS

- Deliveries shall be made on a weekly basis to the central warehouses on the first day of the school week. Times will be coordinated with each district Supervisor. Deliveries shall be made in a refrigerated truck and temperatures of products will be maintained to assure food safety and quality. A second delivery day may be required for schools with large produce orders, limited storage space or schools that participate in the Fresh Fruit and Vegetables Program. If the quantity ordered is not available, the distributor must call the individual district and arrange for an acceptable substitute.
- The distributor is responsible for providing produce as specified in the bid and of high quality that is acceptable to the SRC.
- The distributor shall buy products from those available which will provide the best value in accordance with market conditions.
- The distributor shall deliver only produce in optimum condition, with particular respect to maturity level.
- The distributor shall provide fruits such as melons, bananas, or oranges with respect to maturity that will provide the most effective ripeness within 5-7 days of delivery.
- If the quality of produce is not to specification, the distributor must call the individual district and acknowledge the change.
- This is a bottom line 'all or none' bid meaning the entire bid award will go to one bidder.
- Cost shall be computed as described below:
 - For all items. The Delivered Unit Price must be the actual case (unit pkg) prices to be invoiced to the District during the specified months listed.
 - Prices will include all freight, delivery and handling costs.
 - Total Price per item will be the extension of price using the Estimated Monthly Usage multiplied by the Delivered Unit Price.
 - Prices will be held firm based on the prices bid per months listed.

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- Prices can only be increased based on documented national disaster having severe impact on specific produce item(s).
- Pack sizes and/produce size may be negotiable upon bid award.
- Audits may be made of the distributors records as follows:
 - At the end of each month
 - Questionable price increase
 - Selected items showing price increases
 - Substitution of cheaper brands or grades
 - Full review will be undertaken when circumstances are questionable.
- This contract may be canceled by the SRC for poor performance of the contract requirements. SRC will keep the distributor apprised of any problems as they occur, and will notify the supplier two weeks in advance of intent to cancel the contract. The contract may be cancelled due to the following examples, but not limited to:
 - Poor product quality. Produce that is beyond its peak of quality, molding, decaying, excessively dirty or fails to properly ripen are considered examples of poor quality.
 - Not adhering to product grade requirements.
 - Excessive out of stock.
 - Excessive product substitution.
 - Excessive errors in filling orders.
 - Failure in pricing and issuing credits correctly and timely
 - Failure to adhere to delivery schedules on a reasonable basis.
 - Poor customer service by delivery drivers.
 - Failure to provide documentation of prices.
 - Failure to notify individual district purchasing agents of any changes to deliveries.

CONTRACT MANAGEMENT

AWARD OF CONTRACT

- The signed Bid Conditions returned with the bid numbers will be considered the contract between individual districts and winning vendor.

OVERSIGHT OF CONTRACTS

- Each district is responsible for oversight of the contract as it applies to their district. Situations that cannot be resolved within the district are to be brought before the SRC for resolution. Invoices are not to be paid until full receipt of product. Vendors may not place a district on credit restrictions due to outstanding invoices based on failure to perform. In the event of breach or violation of contract by vendor, 30 days' notice will be given by SRC of termination of contract.

VENDOR AWARD NOTIFICATION

- Bidders are encouraged to attend the bid award meeting held by the SRC. Verbal awards will be given at this meeting. Those bidders not able to attend will be notified via email by SRC Bid Coordinator, within 10 operating days of final award.

CONTRACT STANDARDS

- Contracts (Bid Conditions) must include the following:
 - Termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - Escalation / De-escalation Clause
 - Should a price change occur, vendor must notify bid co-op 30 days prior to this change. Notification must include letter from manufacturer with explanation of price change.
 - The SRC will review and determine if the adjustment will be accepted.
 - The SRC has the option to go to the next lowest bidder on the original bid.
- Contracts only to Responsible parties
- Debarment and Suspension
 - A contract award must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM).
 - Debarment form must be included in bid packet and returned with all applicable signatures with bid packet before consideration of award.
- Lobbying - Vendors agree to provide certification regarding disclosure of lobbying activities of \$100,000+. Bidders will be disqualified if in violation.
 - Reference Byrd Anti-Lobbying Amendment

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- Collusion - Vendors agree to arrive independently at prices on the bid, without collusion, consultation, communication, or agreement with any other bidder or competitor.
- Equal Employment Opportunity - In connection with the execution of the contract, successful proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The proposer shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.
- Vendors must be in good standing with the SRC including:
 - Past performance
 - Accurate billing
 - Quality products
 - Consistent and dependable delivery schedules
 - Customer Service
 - Timely resolution of co-op member concerns
 - Proven history of ability to fulfill contract
 - References may be required

DISPUTES

- District entity needs to contact salesman / vendor immediately. Each district must keep records of conversations and/or emails on other communications. Disputes that cannot be resolved at the district level, may then be referred to the Bid Coordinator. The Bid Coordinator will research the bid to make sure that the correct information is being used. Then, the Bid Coordinator will bring the issue to the SRC members for discussion.
- The vendor will be contacted with the decision and can agree to correct or withdraw from the bid on that particular item.

BID PROTEST PROCEDURES

- If any vendor who submitted an offer has an objection to the award of the contract to the apparent vendor who submitted a responsive offer and is a responsible vendor with the lowest costs in the case of a bid or scored the greater number of point on a proposal, the objecting vendor shall notify any member of the SRC within two (2) business days of the intent to dispute the awarded contract. Vendor must furnish that protest, in writing, within five (5) business days of the date of vendor notification of an awarded contract to Debbie Timm, c/o Jefferson School District #251 (3850 E 300 N, Rigby, Idaho 83442).
- The protest shall describe in detail the basis for the protest, and shall request a determination under this section. If a protest is filed in a timely fashion, the Bid Coordinator will review the basis for the protest and relevant facts under such terms and conditions as the school considers proper. Upon completion of the review, the SRC shall submit its findings and recommendations to the members who shall then review the matter under such terms and conditions, as deemed proper. Upon receipt of authority to act from the members, the Bid Coordinator will notify those vendor(s) involved of its decision. The decision shall be final and binding on the objecting vendor.

BID PROCESS

- Bids will be copied to a master file and will be publicly viewed and awarded at the time designated in the advertisement. The awarded bids will be available on the Bonneville School District Website at www.d93schools.org under Departments,>> Child Nutrition,>> Vendor Bids, and also will be filed with the Jefferson School District Nutrition office located at 122 N 2nd W, Rigby, Idaho 83442. The members shall use the criteria below to recommend an award by each member district.
- Awards will be given to the lowest responsive and responsible bidder or the bid most advantageous to the SRC. The following evaluation criteria will be used, in order of priority:
 - 40% Price
 - 30% Quality
 - 30% Customer Service, which includes vendor reputation and history of responsive deliveries.
- The SRC reserves the right to award products based on student preference. Vendor that meets the specified item as listed will be given priority. In the event two or more bids shall be for the same value, the members of the SRC may award the contract as it deems appropriate.
- An award of contract to any bidder shall not constitute a rejection of any other bid.
- Vendors are encouraged to take the affirmative steps listed below:
 - Place small and minority business and women's business enterprises on solicitation lists.
 - Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

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- Reach out to the Small Business Administration for assistance in reaching small and minority business and women's business enterprises.
- Vendors may not add items to the bid after the final award on June 6, 2019. Additional items may be added by consent of the SRC after a minimum of three quotes have been obtained by SRC members and corresponding documentation has been provided to Debbie Timm.
- Individual SRC member's school boards may elect to participate in the contract or not.
- Notification of successful bidders will be emailed no later than 10 business days following the bid opening.

NUTRIENT ANALYSIS

- CN Labels and/or manufacturer statements MUST BE PROVIDED to the SRC, by the awarded vendor by July 1, 2019. They may be emailed to dtimm@sd251.org or by US mail to Jefferson Child Nutrition, 3850 E 300 N, Rigby, Idaho 83442. A delay in receiving this documentation may be considered non responsive and result in items re-awarded.
- Samples may be required of items not submitted for pre-approval, prior to final bid acceptance.

PERFORMANCE OF AWARD

ORDERING & DELIVERY

- Deliveries shall be made during working hours of the individual delivery sites. Vendors are responsible for verifying normal working hours of the individual delivery sites. Generally, between the hours of 6:00 am and 1:30 pm is acceptable. Delivery during meal hours is discouraged. Delivery schedules will be weekly and may be altered upon mutual agreement between the vendor and the receiving person of the individual delivery sites. Deliveries in safe, sanitary, proper conditions shall be the responsibility of the vendor regardless of the method used. Delivery of items is to be made in temperature controlled trucks.
- No drop shipments will be accepted without prior approval. Deliveries two weeks overdue may be refused and purchased from another vendor.
- Any and all substitutions must be pre-approved by individual district, prior to delivery, and must include approved CN label or manufacturer's statement.
- All products covered by this contract shall be processed and delivered under sanitary conditions. All processing and packing plants must be currently approved and licensed by the appropriate state or federal authorities.
- Each delivery is to be accompanied by a legible delivery receipt. This receipt is to be signed at the time of delivery by the authorized Food Service personnel, who will retain the appropriate copies.
- District's reserve the right to refuse deliveries that do not meet the above requirements.

VENDOR INFORMATION

- Upon award of the bid, it is the responsibility of the vendor to provide the individual SRC members with the following information:
 - Contact person, phone, email and fax numbers for placing orders.
 - Order day, delivery day, and delivery restrictions if any.
 - Order guides and forms
 - Invoicing and billing procedures
 - Contact person and phone number for orders and problems incurred with delivery of product, product quality, pricing, credits & billing.
 - Route salesmen are not required.

SDS / GHS SHEETS

- Vendors will provide all SRC members with Safety Data Sheets / Globally Harmonized System for all bid items awarded that are classified as hazardous under 29 CFR 1910. 100 (g) by the first delivery of the bid session. SDS / GHS sheets will be delivered electronically to dtimm@sd251.org . If additional products are purchased, by members, or if the vendor changes manufacturers, appropriate SDS sheets shall be provided to all members.

INVOICING

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- Invoices are to be sent to the individual SRC member for items ordered and delivered to that member. SRC does not guarantee or assume any responsibility for payment.
- Invoices are to be paid net 10.

SRC INFORMATION

- Upon award of bid SRC members will provide successful bidders with the following information:
 - Contact person and phone number for orders
 - Estimated order amounts and dates
 - Current school calendar
 - Delivery site addresses, phone number, contact person at the site
 - Billing address

SRC ORDERING AND PAYMENT

- Each SRC member will act on its own behalf for purchase orders and payment of all vendor invoices.

SHORTAGES

- Each month/week, prior to delivery, the vendor shall be responsible for indicating shortages, back orders, delayed shipments, at the time of order. The vendor shall be responsible for seeking confirmation from the districts by phone for any non-continuous substitutions (non-continuing is defined as a substitution on a one-time delivery) made on an order, prior to shipment.

ADDITIONS TO THE BID

- During the term(s) of a contract awarded under this solicitation, additional purchases not included in this solicitation list and resulting awarded contract may become necessary and benefit the Program. Both parties agree that the aggregate value of added purchases during the contract shall not exceed 10% of the estimated total value of the contract.

SUBSTITUTIONS

- If a vendor is unable to deliver all items shorted within time needed by district, vendor may provide an alternate product that is pre-approved by the district. All alternate products offered shall be at equal or better quality and at the bid price or less. Suppliers are expected to contact the members of the SRC prior to substituting items. Substitutions are to be of equal or greater quality. The SRC members reserve the right to reject any and all merchandise furnished which does not meet the product description in every aspect. In the event of failure on the part of the supplier to promptly replace rejected merchandise, or to furnish products meeting product descriptions in every respect, or in case of default by the vendor, the SRC members reserve the right to cancel existing agreements and purchase orders upon 14 days written notice, and to remove the name of the non-complying supplier from future bid lists.

RECALLS

- Each vendor will be responsible to notify each district in the event of a recall. Timely notification is required. Vendors will inform each district of the item and the amount purchased.

PRIVATE LABEL

- Vendors wishing to change awarded bid items to private label or change manufacturers for private label items after the bid award, must notify the SRC 14 days prior to the effective date of the proposed change of the manufacturer name and manufacturer code number of the proposed private label item. Bidders may be required to submit a product sample before approval. The vendor must have approval prior to implementing the change.

DISCONTINUED PRODUCT

- In the event a manufacturer discontinues a product the vendor will: notify the SRC, propose alternative items of equal or greater quality, and provide a cutting of proposed items if required.

WARRANTY

- All bids submitted are understood as containing a warranty that merchandise furnished will be of good and merchantable quality. Delivery will be timely. The members of SRC reserve the right to reject any and all merchandise furnished which does not meet the product descriptions in every aspect.

REPORTING

- Velocity Report - Velocity Reports for the entire SRC will be sent to Justine Reese at Idaho Falls School District 91. Contact information: reesjust@d91.k12.id.us
- Each vendor will submit a velocity report on the last day of the following months: October, December, February, and April. The timeframe for the report will begin July 1, 2019 of the school year through the last day of the months listed previously. The velocity report will include, but is not limited to: item description, quantity, and price. The report will also include any product outage that occurred in the

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timeframe. The reports will be compiled appropriately and distributed to each member of the SRC by Justine Reese.

OTHER

CANCELLATION

- Contracts resulting from this bid may be canceled under the following conditionals:
- By mutual agreement of both parties. Termination under this provision requires 30 days written notice.
- By the members of the SRC for breach by the vendor of vendor's obligations as set forth in this bid. The members of the SRC shall give the vendor written notice of intent to terminate under this provision. A vendor shall have five (5) calendar days from the receipt of such notice to respond. Failure to respond may result in cancellation.
- By the vendor, for failure of payment by a SRC member, but only with respect to the member in breach.

- Please Note: all items are subject to any update USDA provides concerning Whole Grain and Sodium requirements.

USDA NON-DISCRIMINATION STATEMENT

- In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

ATTACHMENT A

SNAKE RIVER CO-OP BID COVER SHEET

(Please return this sheet with each separate bid. Check the item below to indicate which bid is being submitted.)

- _____ Milk
- _____ Bread _____ Fresh _____ Frozen
- _____ Produce
- _____ Grocery, Miscellaneous and Non Food Supplies

Bids must be submitted using forms provided on the Bonneville School District #93 website www.d93schools.org > Departments>Child Nutrition>Snake River Co-op Bid Information.

Bids will be received for consideration by the Snake River Co-op in the following format:

- Hard copy in a sealed envelope with a digital copy (thumb drive or emailed to dtimm@sd251.org)
- The envelope must be clearly marked on the outside indicating which bid is enclosed:
SNAKE RIVER CO-OP - (Bid Description (Milk, Bread, Produce, Grocery and Miscellaneous Non Food Supplies))

Bid due Date: Thursday, May 30, 2019 @ 4:00 pm (Mountain Time) Late bids will not be considered.

Bid Opening: Monday, June 3, 2019, 9:00 am (Mountain Time)
Bonneville School District #93
2461 E 24 N
Idaho Falls, ID 83401
Phone: 208-313-6778

Official Bid Award: Thursday June 6, 2019, 9:00 am (Mountain Time)
Madison School District #321
60 W. Main St
Rexburg, ID 83440
Phone: 208-313-6778

This bid has been submitted by:

Firm: _____

Address: _____

Phone: _____

Prepared by/Signature: _____

Title: _____

Date: _____

Email: _____

- Note: The signed Bid Conditions returned with the bid numbers will be considered the contract between the SRC School districts and the winning vendors.

**SNAKE RIVER PURCHASING CO-OP
 BID CONDITIONS - 2019-2020 SCHOOL YEAR
 April 22, 2019**

ATTACHMENT B

SNAKE RIVER CO-OP MEMBER DIRECTORY

<u>District</u>	<u>Supervisor</u>	<u>Address</u>	<u>Phone</u>	<u>Bids</u>
American Heritage Charter School	Wendy Anderson	1736 S 35 th W, Idaho Falls, ID 83402	208-529-6570	M, B, P, G
Blackfoot School District #55	Laurel Brummond,	440 W Judicial, Blackfoot, ID 83221	208-785-8861	M, B, P, G
Bonneville School District #93	Heather Plain	2461 E 24 N, Idaho Falls, ID 83401	208-227-9671	M, B, P, G
Butte County School District #111	Carolyn Blattner	120 Water, Arco, ID 83213	208-690-3409	M, B, P, G
Challis School District #181	Sara Jones	PO Box 304, Challis, ID 83226-0304	208-879-2255	M, B, P, G
Clark County School District #161	Janitzi Furniss	PO Box 237, Dubios, ID, 83423	208-374-5197	M, B, P, G
Firth School District #59	Amy Dye	735 N 600 E, Firth, ID 83236	208-346-6840	M, B, P, G
Idaho Falls School District #91	Faye Olsen	690 John Adams Parkway, Idaho Falls, ID 83401	208-525-7532	M, B, P, G
Jefferson School District # 251	Debbie Timm	3850 E 300 N, Rigby, ID 83442	208-745-6693 ext. 1138	M, B, P, G
Mackay School District #182	Nettie Montierth	PO Box 390, Mackay, Idaho 83251	208-588-2834	M, B, P, G
Madison School District #321	Dave Keck	PO Box 830, Rexburg, ID 83440-0830	208-359-3260 ext. 3416	M, B, G
Ririe School District #252	Eva Niederer	13809 N 130 E/ PO Box 568, Ririe, ID 83443	208-538-7311 ext. 165	M, B, P, G
Salmon School District #291	Suzy Palmer	900 Sharkey St, Salmon, ID 83467	208-716-4873	M, B, P, G
Shelley School District #60	Barbara Pearson	545 Seminary Ave, Shelley, ID 83274	208-357-7435	M, B, P, G
Snake River School District #52	Rene Osman	103 South 900 West, Blackfoot, ID 83221	208-684-3001	M, B, P, G
South Fremont SD # 215	Hali Mackert	945 W 1st N, St. Anthony, Idaho 83445	208-624-7542	M, B,
South Lemhi SD # 292	Lisa Bird	PO Box 119, Leadore, ID 83448-0150	208-768-2441	M, B, P, G
Sugar Salem School District #322	Evelyn Coolidge	PO Box 150, Sugar City, ID 83448-0150	208-356-8802 ext. 8110	M, B, P, G
Taylor Crossing Charter	Beth Long	1425 N Wood River Dr., Idaho Falls, ID 83401	208-552-0397	M, B, P, G
Teton County School District #401	Kathy Rowbury	PO Box 775, Driggs, ID 83422	208-456-2331	M, B, P, G
West Jefferson School Dist. #253	Lisa Ward	1272 E 1500 N, Terreton, ID 83450	208-663-4395	M, B, P, G
White Pines Charter School	Lori Orme	2959 John Adams Parkway, Idaho Falls, ID 83401	208-523-4432	M, B, P, G
Juvenile Correction Center	Robin Klein	St. Anthony, ID 83445	208-684-2145	B, G

ATTACHMENT C:

MEMBER AGREEMENT: COOPERATIVE PURCHASING AGREEMENT SNAKE RIVER CO-OP

- This agreement is to define the cooperative purchasing group referred to as the SNAKE RIVER CO-OP.
- The name of the purchasing group shall be the SNAKE RIVER CO-OP, hereinafter referred to as the "SRC." The member districts hereby agree to cooperatively purchase upon the following terms and conditions:
- The members of the SRC are duly constituted school districts or charter schools approved by the Idaho State Department of Education / Child Nutrition Programs to operate the NSLP. Subcontractors may not join independently of the school district they contract with.
- The members will not contract for service of any kinds with a for-profit food service management company. In the event, during the time purchase agreement is in effect, any member's food service function becomes contracted with or without purchased services from a for-profit food service management company, that district will no longer be eligible to be a SRC member. Such a district will therefore no longer have access to the pricing provided by the SRC bid awards immediately after signing the agreement or purchasing the service. The members of the SRC have joined together for the purpose of letting bids for the purchase of selected food, supplies, chemicals, services and equipment.
- The SRC and individual school district members, employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, political contractors, or parties to sub-agreements. Trivial benefits not to exceed a value of fifty dollars (\$50.00) incidental to personal, professional or business contracts and involving no substantial risk of undermining official impartiality may be permitted
- All bid awards shall be in accordance with all state and federal laws and regulations.
- *Buy American Provision:* Members are required to document the use of a non-domestic food exceptions when the competition reveals the cost of domestic foods are significantly higher than non-domestic food. Documentation is required regarding the use of non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.
- No member of the SRC will accept responsibility for the performance of any purchasing contract by the vendor and/or the payment of the purchase price by any other member.
- Members agree to make good faith estimate of the quantity of each individual product that they expect to purchase during the bid cycle. If product becomes unavailable or shortages occur during the bid cycle, member may purchase from next bidder or follow proper procurement procedures to bid out the item.
- In the event an SRC member no longer needs a product that was bid (student preference, menu adjustment etc.), arrangements will be made with distributor in advance of these changes.
- Members agree to purchase items awarded on the bid when usage numbers were submitted. Members may not discontinue purchasing awarded items unless protocol has been followed according to bid language.
- Members agree to purchase products from vendors / distributors that were awarded the bid.
- Members will be sent an electronic version of the original bid award. The final approval of the bid award is the sole responsibility of the governing body of the individual members of the SRC. Any and all contracts are entered into by the individual districts or charter schools.
- Members agree to comply with all reasonable distributor timelines and minimum and maximum order quantities.
- Items may not be added to the bid once the bid has been closed and awarded.
- Members wishing to add products to the bid during the school year must follow proper procurement procedures and obtain the

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proper bids. Documentation must be sent to the Bid Coordinator (Debbie Timm) who will determine if it can be added.

- Members agree to attend all group co-op meetings unless unable to, due to certain unavoidable circumstances. Members who fail to attend may not be eligible to be members the following school year.
- Members found to be in violation of this agreement will be given 30 days' notice to return to compliance and may be excluded from future membership.
- Members wishing to withdraw from the SRC, must give 30 days' written notice. In the event a member chooses to withdraw, the SRC will not be responsible for any outstanding purchases, invoices or commitments.
- This agreement shall be in full force and effective for the 2019-20 school year, from August 1, 2019 through July 31, 2020.

ATTACHMENT D

****PLEASE RETURN WITH COMPLETED BID PACKET****

TO: All current and potential bidders:
FROM: Snake River Co-op
RE: Salmon School District
DATE: April 22, 2019

Salmon School District requested to join the SRC in April 2019. As this is outside of the current delivery territory, the SRC realizes that this may create a hardship for deliveries. Bidders will **not** be penalized for being unable to make deliveries to Salmon School District.

For the 2019-2010 Snake River Co-op school year bid, please indicate below any delivery options or pricing deviations that may be necessary to make deliveries to the Salmon School District.

Any questions, please contact Debbie Timm at 208-745-6693 ext. 1138.

Bidder: _____

Contact Information: _____

Mark selection below:

- _____ Can accommodate deliveries with no price / delivery adjustments.
- _____ Unable to deliver.
- _____ Limited deliveries. (ex: monthly, quarterly, etc.)
- _____ Able to deliver with price variance or drop fee.