



ANOKA-HENNEPIN
SCHOOLS
A future without limit

Request for Bids

#25040B

Furnish and Deliver Fresh Bakery Products

Due: Thursday, April 10, 2025, at 11:00 a.m. Local Time

Issued by:

Anoka-Hennepin School District
Purchasing Department
2727 North Ferry Street
Anoka, Minnesota 55303
Phone: 763-506-1300

ANOKA-HENNEPIN SCHOOLS
2727 NORTH FERRY STREET
ANOKA, MN 55303

Request for Bid #25040B

Bids due by 11:00 a.m. Local Time on Thursday, April 10, 2025

By order of the School Board of Anoka Hennepin Schools, sealed Bids for **Furnish and Deliver Fresh Bakery Products** will be received in accordance with the specifications prepared by the Anoka-Hennepin School District until **11:00 a.m. (LT) on Thursday, April 10, 2025**, at the District Purchasing Office, 2727 North Ferry Street, Anoka, MN 55303. All Bids are to be sealed and addressed to the attention of Tiffany Audette, Director of Purchasing. Bids must be labeled with the name of Vendor, bid number 25040B and a notation "Bid Enclosed".

The following project dates have been established: Request for Bid to be issued on Thursday, March 20, 2025. All inquiries concerning this bid must be submitted by email to PurchQuotes@ahschools.us, referencing **25040B**, use **Question** as your subject, by **4:00 p.m. LT on Tuesday, April 1, 2025**. Responses will be emailed to Vendors by **4:00 p.m. on Thursday, April 3, 2025**.

Bids Due: 11:00 a.m. LT, Thursday, April 10, 2025.

Specifications may be obtained at the Anoka-Hennepin School, Purchasing Department, 2727 North Ferry Street, Anoka, Minnesota 55303 Entrance 1 between the hours of 7:30 AM and 3:00 PM or by emailing PurchQuotes@ahschools.us, referencing "**25040B Bid Request**" in the subject line.

No Vendor may withdraw their bid within sixty (60) days after the scheduled closing time for the receipt of Bids.

The School Board reserves the right to reject any or all Bids or parts of Bids and to waive informalities in the bid process.

ANOKA-HENNEPIN SCHOOLS

School Board Clerk

Jeff Simon

Dated: March 20, 2025

To be published in Sun Post Newspaper on March 20, and March 21, 2025.

To be published in ABC Newspapers on March 27, and March 28, 2025.

PART 1: GENERAL INSTRUCTIONS

1.01 INVITATION

Sealed bids will be received at the Purchasing Department of Anoka-Hennepin School District, 2727 North Ferry Street, Anoka, MN, 55303 until 11:00 a.m. LT on Thursday, April 10, 2025, to furnish and deliver fresh bakery products, in accordance with the specifications included in this document.

1.02 BACKGROUND AND OBJECTIVE

The Anoka-Hennepin School District is seeking bids from qualified vendors to deliver Fresh Bakery Products to multiple locations. Anoka-Hennepin School District is the largest school district in the state of Minnesota with approximately 38,000 students at approximately 45 sites, spanning two counties and 13 cities across the northern Twin Cities metropolitan area.

Refer to Attachment B– Sites for the schools

For more information about Anoka-Hennepin Schools, please view our website at www.ahschools.us.

1.03 DEFINITIONS

- **District** refers to Anoka-Hennepin School District and any department or board of the School District, or any other school district in the state of Minnesota that has entered into a joint power’s agreement with Anoka-Hennepin School District at any point prior to or during the agreement period.
- **CNP** means Child Nutrition Program
- **Vendor** means the manufacturer of the products being submitted for consideration
- **LT** means Local Time
- **Contract Vendor** refers to the Vendor that has been awarded a contract as a result of this bid.
- **RFB** means Request for Bid

1.04 INSTRUCTIONS

A. Response Preparation

Vendor to submit one (1) original response printed on standard copy paper, clearly labeled with:

Vendor Name

“25040B” – Furnish and Deliver Fresh Bakery Products

Attn: Tiffany Audette, CPPB / Purchasing

and a notation “Bid Enclosed – Do Not Open until at 11:00 a.m. LT on Thursday, April 10, 2025.

The bids must be signed by an officer or other employee authorized to submit the Bid. Proof of authority of the person submitting the bid must be made available upon request from the District.

Acceptable delivery methods are listed below:

US Postal Service

FedEx, Courier, UPS

Personally hand delivered*

The bidder assumes the risk of any delay in the mail or on the handling of mail by employees of the school district.

B. Multiple Submissions – Not Applicable

C. Delivery Response

Bids must be received at the following address:

Anoka-Hennepin School District
Purchasing Department, Entrance #1
Attn: Tiffany Audette, CPPB
2727 North Ferry Street
Anoka, MN 55303

If delivering in person, please check in with receptionist at Entrance #1.

D. Bid Opening

Sealed Bids will be opened and read on **Thursday, April 10, 2025, at 11:00 a.m. local time.** From the time the response is submitted until a contract is in place, each response is considered a working document. This will be conducted live, through the use of the Google Meet platform. Those interested in attending the bid opening may do so virtually by utilizing the link below or by calling the phone number provided:

Google Meet: Meeting ID

meet.google.com/fdd-fhon-zdf

Phone Numbers (US)+1 347-507-7319

PIN: 733 615 197#

In the event of an unforeseen closure at the Anoka-Hennepin School District site, that is designated in the solicitation for the receipt and opening of bids and/or proposals, at the date and time of the scheduled opening, the Procurement Department postpones the receipt and opening of bids and/or proposals as scheduled. The due date and time, specified for the receipt of bids and/or proposals is deemed to be extended, to the same time of day specified in the solicitation and on the first subsequent operational business day, unless otherwise amended prior to the due date and time.

E. Late Bid Submissions

The Vendor assumes the risk of any delay in the delivery of their bid. Whether the bid is sent by mail, or by means of personal delivery, the Vendor assumes responsibility for having their bid clocked in on time at the location specified above. Any bids received after the bid opening time identified in Section 1.04 may be rejected.

F. Editing of this Document

This document must be submitted without any alterations or edits to the terms and conditions. If your response submission is found to have any modifications, additions, or changes to the originally sent documents, your response may be considered fraudulent and be rejected.

Vendors must submit all bids on the District's forms. Bids submitted on company forms may be rejected.

G. Withdrawal of Bid

A bid, once delivered to the formal custody of the District, may not be withdrawn until after the bids are opened and acknowledged; and no response may be withdrawn for a period of sixty days from the opening. Once the District has received a bid, that document becomes property of the District.

H. Vendor Responsibility

It is the obligation of each Vendor to examine instructions, requirements and specifications before submitting a bid. Submission of a bid shall be proof that such examination has been made and that each vendor has become thoroughly familiar with the requirements. The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Vendor.

I. Incurring Costs

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a bid, whether or not it is the successful Vendor. These costs include but are not limited to:

- bonding
- legal costs for any reason
- visitation costs
- reproduction
- postage and mailing

J. Disclosure of Data

According to state law, the content of all bids and related correspondence, which discloses any aspect of the bid process, will be considered public information when the award decision is announced. This includes all documents received in response to this RFB, both the selected bid and the bid(s) not selected. Therefore, the District makes no representation that it can or will maintain the confidentiality of such information.

K. Timeline

Description	Date
Bid #25040B Released	Thursday, March 20, 2025
Closing date for vendor questions	Tuesday, April 1, 2025, by 4:00 p.m. LT
Responses issued to vendor questions - Addendum	Thursday, April 3, 2025, by 4:00 p.m. LT
Bid opening	Thursday, April 10, 2025, at 11:00 a.m. LT

L. Bid Security – Not Applicable

M. Affidavit of Non-Collusion

Collusion of Vendors is cause for rejection of Vendors involved. A completed Affidavit of Non-Collusion must be submitted with each bid. Please refer to Attachment A.

N. Pre-Bid Meeting – Not Applicable

O. Inquiries Regarding Bid

All inquiries concerning this RFB must be submitted via email to PurchaseQuotes@ahschools.us by 4:00 p.m. on Tuesday, April 1, 2025. The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Vendor. No phone or in person inquiries will be accepted. It is the Vendor's responsibility to bring all discrepancies, ambiguities, omissions, or matters that need clarification to the District's attention. Responses to inquiries will be emailed to Vendors by 4:00 p.m. on Thursday, April 3, 2025.

P. Deviation from Specifications

The use of approved manufacturer, brand and/or catalog description in specifying any item does not restrict vendors to that manufacturer, brand or catalog description identification. This is used simply to indicate the character, quality, or performance equivalence of the commodity desired, and the commodity on which bids are submitted must be of such character, quality, or equivalence that it will serve the purpose for which it is to be used equally well as that specified and be acceptable to the using department.

All substitution requests must be submitted for approval during the question period of the solicitation. A complete description of the proposed substitution including packing and shipping quantities and color samples for the manufacturer, which it is to be substituted, must be included in the substitution requests.

Q. Samples

The District reserves the right to call for samples on an item bid at no cost to the District. Samples will be used for testing and evaluating purposes only. Except for those samples destroyed or mutilated in testing, they will be returned at the Bidder's request, transportation charges collected.

Specifications referencing specific brand names and item numbers are used to reflect the kind and type of quality the District expects to receive at a minimum, not to limit competition. Vendors may submit any brand that meets or exceeds the quality of nutritional and label specifications for any item. Indicate on the Bid form the manufacturer's name and number of the equivalent. Lacking any written indication of intent to bid an alternate or equivalent brand or item number, the Bid will be considered as a quotation in complete compliance with the specifications as listed in the Bid form. After the Bid analysis, the District may request, and the Vendor agrees to submit, a sample at no charge to the District including transportation within 5 business days. The procedure for submitting samples will be given to Vendors by the District when requesting samples. The District reserves the right to determine the acceptability of any equivalent or alternatives offered, and the District's decision is final. Refer to Part 2 for more details.

R. References

In Part 3, Vendors are required to list three customers with approximately the same service requirements and volume as described in this document. In addition, the responder must provide information for a company who has discontinued a contract within the last three years. The District will make all reasonable attempts to reach the specified references.

S. Uniformity

To provide uniformity and to facilitate comparison of responses, all submissions must be printed in ink, signed and submitted on the forms provided. When additional sheets are necessary, they must be submitted clearly referring to the page number, section, or other

identifying reference in this document. All information submitted must be noted in the same sequence as it appears in this document.

T. Interpretations and/or Clarifications

Interpretations and/or clarifications shall not be binding on Vendors unless repeated in writing and distributed as an addendum. Any changes, clarifications, or other interpretations regarding this document will be sent by the District to each Vendor. These addenda will become part of the bid and will be included by reference in the final contract(s) between the Vendor(s) and the District.

U. Vendor Interviews – Not Applicable

1.05 BASIS OF AWARD

A. Vendor Qualifications

The District may make reasonable investigations to determine the ability of the Vendor to perform the services and/or furnish the products as detailed in this BID. The Vendor will furnish all information and data for this purpose, as may be requested. The District reserves the right to inspect Vendor's physical facilities prior to award to satisfy questions regarding the Vendor's capabilities. The District further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Vendor fails to satisfy the District that the Vendor is properly qualified to carry out the obligations of the contract. Past performance with the District will be taken into consideration.

B. Award

Award shall be made to the lowest qualified and responsible Vendor whose bid is responsive to this request. The District reserves the right to:

- Accept or reject any and all bids or portions thereof, or to waive any irregularities or informalities in bids.
- Reject nonconforming, nonresponsive, or conditional bids
- Select a bid in the best interest of the District.
- Select the next best responsive bid.
- Award to a single sole Vendor.
- Release a new Bid.
- Take other action, as the District deems appropriate.

The District will be the sole and final authority in determining the successful Vendor.

1.06 CONTRACT TERMS

A. Contract Period

The initial contract resulting from this bid will be for a (1) one year term (12-Month increments) commencing upon receipt of signed contract and continuing through June 30, 2026.

B. Contract Pricing

Contract pricing resulting from this request must remain firm for the full contract period. During the contract term, the successful Vendor must pass on to the District all discounts and price reductions made available to other customers using similar services. At no point will the Vendor be allowed to raise cost above the stated contract price. All contract pricing must include freight, and all other costs associated with the purchase of these items or services. No additional fees will be allowed.

C. Escalation Clause

Vendor must provide the maximum escalation percentage for each year of the contract (Section 3.02). Price increases must be accompanied with manufacturer documentation and CPI reference for this industry and region. Any price increases will be negotiated between the District and the Vendor annually, during the month of April.

D. Contract Review

The District and/or Contract Vendor may request to meet annually, or as needed, to review the contract resulting from this bid.

E. Contract Renewal

The District reserves the right to renew the contract for three (3) additional years (12-month increments) at the same terms and conditions upon mutual agreement of the contracting parties.

F. Contract Assignment

The Contract Vendor shall not assign this contract, in whole or in part, or any monies due or that would become due hereunder, without written consent of the District. If the District consents to the Contract Vendor assigning this contract, in whole or in part, or any monies due or that would become due, the instrument of assignment shall contain a clause that states what the right of assignee is and that any monies due to the Contract Vendor shall be subject to prior liens of all persons, firms and corporations for the services rendered or materials supplied for the performance of this contract.

G. Vendor Performance

The Contract Vendor shall make every reasonable effort to maintain staff to deliver the service purchased by the District. The Contract Vendor shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed-upon quality and quantity of services. Upon such notification, the District shall determine whether such inability requires a modification or cancelation of the contract.

The District shall not be liable for any Contract Vendor inventory in the event that this award is terminated by either party or in the event that renewal options are not exercised.

H. Reimbursement of Liquidated Damages

If the Contract Vendor fails to meet the specifications, terms and conditions in this document, for any reason, the District may deduct as liquidated damages from any money due or coming due to the Vendor the cost of purchase by the District on the open market. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional costs and inconvenience incurred by the District.

I. Vendor Financial Stability

The District may request a copy of the Vendor's financial records prior to contract award or during the Contract period.

J. Contract Reports

The Contract Vendor will submit detailed, by site location, monthly and year-end usage reports for contracts one or more years in duration. Each report must include but is not limited to the item stock number and description, number of units ordered, the price per unit and any other information the CNP Department requires.

1.07 ADDITIONAL CONTRACT TERMS

A. Insurance and Bonds

Performance Bond: All Vendors entering into a contract with the District for \$10,000.00 or more may be required to provide a Performance Bond for 100% of the contract. Performance Bond must be furnished within 10 days of award notice of the contract.

Commercial General Liability Insurance: Vendor will maintain insurance with limits of at least \$1,500,000 each occurrence for commercial general liability including bodily injury, property damage, personal injury, product liability and contractual liability through the effective period of the contract. Policies will name the District as an additional insured on a primary basis with respect to the operations of the Vendor using form CG2026 or its equivalent.

Worker's Compensation Insurance: The Vendor must provide worker's compensation insurance for all its employees and, in case any work is subcontracted, the Vendor will require the subcontractor to provide worker's compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

Commercial Automobile Liability Insurance: The Vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the Vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be \$2,000,000.00 per occurrence Combined Single Limit (CSL).

Errors and Omissions (E & O) Insurance: The Vendor may be required to maintain insurance protecting it from claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the Vendor's professional services required under this contract.

The minimum insurance amounts will be:

\$2,000,000.00 per occurrence

\$2,000,000.00 annual aggregate

The Vendor may be required to submit certified financial statement providing evidence the Vendor has adequate assets to cover any applicable E & O policy deductible.

Vendor will notify the District of any changes in insurance coverage or carrier by Vendor or any subcontractor.

B. Access to Records and Audit

Vendor's books, records, documents, and accounting procedures and practices relevant to the contract are subject to examination by the District and either the Legislative or State Auditor, as authorized by Minnesota Statute 16A.055. Such data are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under the contract. The vendor agrees to maintain such data for a period of 3 years from the date services or payment was last provided or made, or longer if any audit in progress requires a longer retention period.

C. District Support

The Vendor must provide their company contact information for key personnel providing support under this contract in Part 3.

The Contract Vendor must notify the District immediately of any changes in support staff.

D. Independent Contractors

The Vendor or its employees will not be considered employees of the District while engaged in the performance of any services required herein and shall be independent contractors. Any and all claims that may arise under the Workers Compensation Act of Minnesota on behalf of said employees, and any and all claims made by any third party as a consequence of any act of omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of the District.

E. OSHA

All Vendors must comply with OSHA regulations where applicable to this bid in that the seller warrants that the product sold or service rendered to the buyer shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29V.X.C. 651, PL 91-596).

F. Safety

The Vendor will comply with all state and federal laws as they relate to employee safety.

G. District Policies and Procedures

The Vendor will follow the District's policies and procedures while providing services in the school setting. District policies may be found on the District's website.

H. Security Compliance on District Property

All work performed on District property shall be in compliance with District security policies, e.g., each person who needs to enter a District building shall sign in on the designated visitor log in the building office. The log shall include a date of entry, employee name, contractor name, time entering the building and time leaving the building.

The vendor will keep personnel screening records on file for any personnel under the resulting bid. This will include records of Criminal Background Screening.

I. Hold Harmless

The Vendor shall indemnify, hold harmless, and defend the District and its employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees that the District and its employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Vendor or its agents, servants, or employees, in execution, performance, or failure to adequately perform the Vendor's obligations pursuant to this contract. The District shall also be indemnified for any attorney's fees it incurs to enforce this indemnification provision or any other indemnification provision in the contract.

J. Force Majeure

Neither party shall be held responsible for delay, nor could failure, to perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action have been taken to prevent the delay or failure:

- Fire, Flood, or Epidemic
- Strikes
- Wars
- Acts of God
- Unusually severe weather
- Acts of public authorities
- Delays of defaults caused by public carriers

K. Duties to Mitigate

The contract between the District and the successful Vendor shall be governed by the laws of the State of Minnesota. Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to remedy hereunder. Attorney's fees If suit is brought by either party to this bid to enforce any of its terms (including all component parts of the Bid documents), and the District prevails in such suit, the Vendor shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees, and investigation expenses.

L. Discrimination

During the performance of this contract, the Vendor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination because of their race, color creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The Vendor shall also comply with any applicable federal or state laws regarding nondiscrimination. The following list includes, but is not meant to limit, laws that may be applicable:

- Minnesota Statute 363A.37
- The Equal Employment Opportunity Act of 1972
- Executive Order 11246
- The Rehabilitation Act of 1973
- The Age Discrimination in Employment Act of 1967
- The Equal Pay Act of 1963
- Minnesota Statute 181.59
- The Job Training Partnership Act of 1982
- OSHA Requirements

M. Publicity and Advertising

Vendor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of the District except on the specific, written authorization, in advance, of the Districts Department of Public Relations.

N. Prohibition against conflicts of interest, gratuities, and kickbacks

Any employee or any official of the District, elected or appointed, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to or from any person, partnership, firm, or corporation offering, submitting pricing for, or in open market seeking to make sales to the District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment of a fine in accordance with state and/or federal laws.

O. Damage to District Property

Any damage done to District property by the Contract Vendor's staff or equipment will be repaired at the expense of the Contract Vendor.

P. Third Party Acquisition of Company

The Contractor shall notify the District in writing should the Contractor's business or all its assets be acquired by a third party. The Contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the Contractor shall obtain for the District's benefit and deliver thereto the assignee's agreement to fully honor the terms of the contract.

1.08 ORDERING PROCESS AND PAYMENT

A. Site Orders

The ordering process will be discussed and mutually agreed upon between the awarded Vendor and the CNP office prior to the contract. Each individual school/site will then place online orders, as per the process, directly with the Contract Vendor. **Refer to Part 2 for more specific details.**

B Quantities

No guarantee of minimum or maximum quantity or amount is either made or implied. The District shall neither be compelled to order any quantity of any item nor limited in the total quantity of any item. Orders must be filled to the District's unit of measure. The quantity of merchandise delivered shall not be greater than the amount specified on the Order unless such additional quantities are to be accepted by the District at no charge

C. Compliance with Laws and Debarment

The Vendor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Vendor's performance of the provisions of this Agreement, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. It shall be the obligation of the Vendor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

Vendor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Vendor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Vendor shall be responsible for any costs incurred by District in connection therewith.

D. Returns

Should the merchandise be delivered in an unacceptable condition, the District requires the Vendor to provide a return authorization and replacement for the merchandise, in a timely manner, without additional expense to the District. **Refer to Part 2 for more specific details.**

E. Warranty - Not Applicable

F. Delivery

Refer to Part 2 for more specific delivery details.

G. Contract Vendor Personnel

All Contract Vendor personnel performing work on District property must wear a clearly visible company name badge that is easily recognizable by school/site staff and have a criminal background screening that clearly shows no crimes have been committed against children. The Contract Vendor will keep Employee Screening records on file for any personnel delivering merchandise or performing service under this contract. The District reserves the right to audit these records at any time. **Refer to Part 2 for more detailed information.**

H. Taxes

Minnesota Taxes: Instrumentalities of the State of Minnesota are not subject to the State of Minnesota Sales Tax pursuant to Minnesota Laws of 1967, Extra Session, Chapter 32, Article XIII, Section 25, Subd. 1, Para. (J).

Telecommunication Excise Tax: The district falls under the category of State and Local Governments thus under regulations prescribed by the IRS, no tax shall be imposed under section 4251 upon any payment received for services or facilities furnished to the government of any State, or any political subdivision thereof, or the District of Columbia.

Excise Taxes: Instrumentalities of the State of Minnesota are not subject to Federal Excise Taxes. Individual exemption certificates will be furnished upon request if needed by the successful Vendor to reclaim such charges.

I. Invoicing and Payment

The District will pay undisputed invoices within 35 days of receipt. "Date of Receipt" means the completed delivery of the goods or services or the satisfactory installation, assembly or specified portion thereof, or the receipt of the invoice for the delivery of the goods or services, whichever is later (MN Statute 471.425).

Invoices should be mailed direct to the Child Nutrition Department at the Educational Service Center, 2727 North Ferry Street, Anoka, Minnesota, 55303. **Refer to Part 2 for more specific details.**

J. Non-Appropriation

The District reasonably believes that budgeted funds will be obtained sufficient to make all payments. Continuation of any agreements beyond June 30th of any year is contingent upon appropriation of budgeted funds for payment of that contract. In the event that adequate funds are not so appropriated, the District shall notify the vendor as soon as possible prior

to the necessary cancellation and no penalty in any form shall be levied against the District because cancellation of any part or all of the equipment required by failure of appropriation.

L. Data Privacy

Vendor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Vendor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Vendor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

M. Privacy of Pupil Records

Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, the Contractor shall be deemed to be a school official when performing the duties and responsibilities of the District. As such, the Contractor certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the Contractor must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

N. Return of Data

Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Vendor shall return all documents, data and other information provided by the District to Vendor, or Vendor's employees or agents in connection with this Contract. Additionally, Vendor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Vendor's possession or control, and provide District with proof of such destruction.

1.09 FEDERAL TERMS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(2 C.F.R. SEC. 200.326; APPENDIX II TO PART 200)

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency

PART 2: DETAILED SPECIFICATIONS

2.01 NON-CNP PROGRAMS

The District is interested in obtaining delivered pricing for the Non-CNP Programs that serve food sponsored by other District departments that are separate from the Child Nutrition Department programs. These Summer Programs will have a separate ordering system and billing/invoice system from the Child Nutrition Department programs but can be proposed as similar procedures as the Child Nutrition ordering and billing systems. All Vendors submitting bids should include a Bid Pricing for these Non-CNP Program deliveries.

The Summer Programs has as estimated 14 summer sites. The summer programs have had a 2-week menu cycle.

2.02 VENDOR REQUIREMENTS

The Bidder must be deemed qualified, in the judgment of the District's Officials, to perform as required herein. A Bid may be rejected if a Bidder fails to meet any one of the following:

Contract Vendor Support Staff: The Contract Vendor must have a clear method of communication and must immediately notify the District contacts of any changes in support staff.

Product Line: It must be clearly evident to the District that the Bidder is capable of delivering promptly all items on the Bid list and acquiring on short notice any related items that might be required.

Capacity: The Bidder must clearly demonstrate to the District that they have the capacity, physically and financially, to supply items to the District in economical quantities as required. The Bidder must pick up and distribute commodities to individual school sites as needed. The Bidder must use climate-controlled trucks.

Reliability: The successful Bidder must have a verifiable record of service, particularly with respect to delivering all items on a regularly scheduled basis at favorable prices. The Bidder must have a demonstrable order fill rate of at least 98%. The Bidder must have a written HACCP plan.

Technology: The Bidder must have web based online ordering capabilities. The Bidder must be capable of providing various reports that can be accessed by the District that show what the District is buying and the price paid, for all locations sorted in various manners for all time periods. The Bidder must be capable of electronic invoicing.

2.03 PRODUCT PROTECTION GUARANTEE

According to USDA federal regulations, for product safety, the District has "automatic" product protection recourse against suppliers for products that are misrepresented. According to federal law, all food containers shall contain the name and address of the manufacturer/processor or the Contract Vendor. Bidders are expected to take immediate action to correct any situation for which product integrity is violated.

2.04 PRODUCT SPECIFICATION SHEETS

The Bidder shall provide Product Specification Sheets, CN Label Sheets, Ingredient Statements, and Nutrient Data Sheets on all products listed on the Order Guide with the attached bid. These must be provided within one month from the award of the contract and updated annually. Nutrient sheets must be provided as manufacturer updates occur or when new products are

added to the Order Guide. Product ingredient statements must provide the name(s) of the food source of a major food allergen and must appear: In parentheses following the name of the ingredient. Immediately after or next to the list of ingredients in a “contains” statement.

2.05 NEW AND/OR ALTERNATIVE PRODUCTS

The Contract Vendor will notify the Director of Child Nutrition, Noah Atlas of NEW FRESH BAKERY PRODUCTS and alternative FRESH BAKERY PRODUCTS, including container size options, as the Contract Vendor becomes a Bidder of the new items. The Contract Vendor will notify the Director of Child Nutrition, Noah Atlas of **optional substitutes** as they become available or aware of the products.

2.06 ALTERNATE PACKAGING

Mindful of the variance in the kind and size of container and number of units in a shipping case commercially available, no Vendor is prevented from submitting a price on different kind and size of container and/or number of units in a shipping case. Changes in packaging and packing offered by the Vendor must be clearly indicated in the Bid and will be given consideration to the extent deemed consistent with the best interests of the schools. Any pack size difference that results in additional fixed fee mark-ups and excessive weight pack size may be disqualified. The net weight of any case bid shall not exceed 40 pounds.

2.07 LIABILITY

The District shall not be liable for any Contract Vendor inventory in the event that this award is terminated by either party or in the event that renewal options are not exercised.

2.08 DELIVERY GUARANTEE

The Contract Vendor must guarantee at least a 98% fill rate for all orders. If the Contract Vendor fails to deliver any item as listed on the District Order Guide within the prescribed timelines, the District reserves the right to cancel the order and purchase the item(s) on the open market and request payment from the Contract Vendor for the difference between the contract price and the price the District pays on the open market. A substitution approval process must be determined between the District and the Bidder before the contract will be implemented. Product substitutions must be approved, prior to delivery, by the Director or Assistant Director of Child Nutrition.

2.09 DELIVERY INSTRUCTIONS

The prices in the bid shall be for deliveries to all District school locations as shown in **Attachment B – Site Locations** for the Child Nutrition Department programs. Delivery shall be made only as called for by CNP personnel. Non-CNP Program deliveries are not included in these instructions.

Items that are delivered in packages, cartons or crates are accepted only with the guarantee that upon the removal from such packaging they are found in first class condition without any defect, or they must be removed and replaced without additional charge to the District.

Receiving accommodations at each school/site vary greatly throughout the District. Bidders are strongly encouraged to investigate the receiving situation at each site prior to submitting their Bid.

- A. Delivery schedules for each school/site will be mutually negotiated with the Director or Assistant Director of Child Nutrition Services upon contract award. Delivery routes must be coordinated to align with other truck deliveries and school bus arrival and departure traffic. In general, deliveries are allowed between 6 a.m. and 2 p.m. Delivery days and time shall remain constant from week to week throughout the contract period. Delivery schedules are not to be made or changed at the sole discretion of the driver.

- B. If at any time, a delivery cannot be made within 1 hour of scheduled time, the Contract Vendor must notify the school and the Child Nutrition office to negotiate an alternate delivery time during that same day. Unscheduled deliveries may be refused at the Contract Vendor's expense. Frequent occurrences may result in cancellation of the contract.
- C. Deliveries shall be made Monday, Tuesday, Thursday and Friday except school holidays or closing days (due to inclement weather). When holidays or closing days fall on a scheduled delivery day, deliveries shall be made on the next school day or as arranged with the Child Nutrition Office in advance.
- D. Special or intermediate deliveries will be required only if the Contract Vendor fails to deliver a product on a regularly scheduled delivery, in which case the Contract Vendor shall make a delivery, at no additional cost, within twenty-four (24) hours or as otherwise arranged by the Child Nutrition Office. Or if the special request is by school error or last-minute circumstances, the Contract Vendor shall make every effort to deliver, at District cost, any items needed when requested and approved by the Child Nutrition Office.
- E. The Bidder shall "floor set" merchandise into the designated storage area (dry, chilled, and frozen) at each location. Deliveries are not to be left on a dock.
- F. The Bidder shall request the Child Nutrition Site Supervisor to verify the accuracy of items, quantities of each item, total quantities, and condition of merchandise. Each delivery ticket shall be receipted (signed) by the Site Supervisor. Variations from the norm (i.e., shortages, damages, etc.) shall be noted on each ticket by the Site Supervisor and initialed by both the truck driver and Site Supervisor.
- G. The Contract Vendor must provide dollies as needed for the bread rack deliveries. Empty dollies must be removed from district property on a regular schedule or as requested by Child Nutrition staff.

2.10 DELIVERY PERSONNEL CONTRACTED DRIVERS

All personnel delivering, and contracted drivers merchandise to the District sites must wear a uniform, including an official name badge, that is easily recognizable by school/site staff, and have a criminal background screening that clearly shows no crimes have been committed against children. The Contract Vendor will keep Driver Screening records on file for any personnel delivering merchandise under this contract. The District reserves the right to audit these records at any time.

Any delivery personnel and contracted drivers not wearing a uniform and an official identification badge may be denied access to Anoka-Hennepin ISD 11 sites. The District requires consistent delivery personnel delivering to the school sites. The Contract Vendor will provide the Child Nutrition Program office a schedule of routes and drivers assigned at the start of contract and will communicate immediately any changes in routes or drivers.

Anoka-Hennepin ISD 11 reserves the right to request a change in delivery personnel during the contract period.

2.11 BUY AMERICAN REQUIREMENT

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a Buy American provision, Section 12(n) of the NSLA (42 USC 1760(n)) requiring that a school food authority, to the maximum extent practicable, purchases domestic commodities or products.

The USDA requires that whenever possible; School Food Authorities shall only purchase food products that are produced in the United States. Section 12(n) of the NSLA defines "domestic commodity or product" as one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. For manufactured end products, there

is a two-part test to define end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

Exceptions to the “Buy American” requirement are allowed when:

- The recipients have unusual or ethnic food preferences that can only be met through purchases of products not produced in the United States,
- Products are not produced or manufactured in the United States in sufficient and reasonable available quantities of a satisfactory quality.
- The cost of the domestic produced food products is significantly higher than that of foreign products.

2.12 HACCP PLAN

The District requires that the Bidder and Manufacturer have a Hazard Analysis and Critical Control Points (HACCP) plan in place prior to awarding this Bid. The District will require documentation from the Bidder verifying that a written HACCP plan is in place.

PART 3: BID FORM

This section of the bid must not contain any erasures, corrections, or whiteout. Failure to comply may result in the response being rejected.

3.01 BID PRICING

Products listed below must have all delivery costs included in the pricing. (The usage rates/quantities ordered during the 2024-2025 Fiscal Year are being provided for Bidders reference) All products listed below must provide Product Specification Sheets, CN Label Sheets, and Nutrient Data Sheets with the attached bid.

Product Description	2024-25 Usg.	Manufacturer /Brand & Vendor Item #	Pkg Count	Size/ Wt. of Ea. Pc.	CN Grain/Bread Eq. of Each Pc.	Cost per Each Package	Cost Per Each Unit	Total Cost
Hamburger buns, fresh, round, sliced, at least 51% whole wheat or whole grain, 2-ounce equivalent grains for USDA School Meals program.	19,385 units were purchased in the 24-25 Fiscal Year							
Hoagie or steak bun, fresh, sliced, at least 51% whole wheat or whole grain, to provide 2-ounce equivalent grains for USDA School Meals program.	No Data From FY 24-25 This is a new product being requested.							
Hot dog buns, fresh, sliced, at least 51% whole wheat or whole grain, to provide 2-ounce equivalent grains for USDA School Meals program.	7,269 units were purchased in the 24-25 Fiscal Year							
Bread loaf, sliced, round top, at least 51% whole wheat or whole grain to provide 1-ounce grain equivalent grains for USDA School Meals program.	637 units were purchased in the 24-25 Fiscal Year							
Dinner rolls, fresh, at least 51% whole wheat or whole grain, to provide 1-ounce grains for USDA School Meals program.	No Data from FY 24-25 This is a new product being requested.							

PART 4 - ACCEPTANCE

I, the undersigned, hereby certify that I am a duly authorized agent of _____ to submit this bid for consideration, acknowledge that all 24 pages of **RFB 25040B Fresh Bakery Products** have been received, and agree to the terms contained therein.

Receipt of the following Addenda/Amendments to the bid documents and their costs being incorporated in the RFB is acknowledged:

Document No. _____ Received _____ (date)
Document No. _____ Received _____ (date)
Document No. _____ Received _____ (date)

SIGNED: _____

NAME: _____
(Print or type name)

VENDOR NAME: _____

ADDRESS: _____

E-MAIL ADDRESS OF SIGNER: _____

PHONE NO. _____ FAX NO. _____

INCORPORATED IN STATE OF: _____

CHECKLIST FOR VENDORS

The following documents must be completed and submitted to be accepted as a complete bid package:

- _____ Bid Form (Part 3)
- _____ Signed Acceptance (Part 4)
- _____ Affidavit of Non-Collusion – Attachment A

ATTACHMENT A

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

That I am the vendor (if the vendor is an individual), a partner in the company (if the vendor is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the vendor is a corporation);

That the attached response has been arrived at by the vendor independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition.

That the contents of the Request for Bid response have not been communicated by the vendor or its employees or agents to any person not an employee or agent of the vendor and will not be communicated to any such persons prior to the official opening of the bids; and

I certify that the statements in this affidavit are true and accurate.

Authorized Signature: _____

Date: _____

Firm Name: _____

ATTACHMENT B – SITES

SITE LOCATIONS

BUILDING	ADDRESS	CITY	ZIPCODE
Educational Service Center	2727 N Ferry St	Anoka	55303
Two Rivers Transition Program at Franklin	215 W. Main Street	Anoka	55303
Compass Programs at Bell Center	1374 Northdale Blvd.	Coon Rapids	55433
L.O. Jacob- River Trail Learning Center	1700 Coon Rapids Blvd.	Coon Rapids	55433
Andover High School	2115 Andover Blvd	Andover	55304
Anoka High School	3939 N 7 th Ave	Anoka	55303
Blaine High School	12555 University Ave NE	Blaine	55434
Champlin Park High School	6025 109 th Ave N	Champlin	55316
Coon Rapids High School	2340 Northdale Blvd	Coon Rapids	55433
Sandburg Regional High School	1902 Second Avenue	Anoka	55303
Coon Rapids Middle School	11600 Raven St NW	Coon Rapids	55433
Anoka MS for the Arts – Washington Campus	1523 5 th Ave South	Anoka	55303
Anoka MS for the Arts – Fred Moore Campus	2171 Sixth Ave N	Anoka	55303
Jackson Middle School	6000 109 th Ave N	Champlin	55316
Northdale Middle School	11301 Dogwood St	Coon Rapids	55448
Oak View Middle School	15400 Hanson Blvd	Andover	55304
Roosevelt Middle School	650 125 th Ave NE	Blaine	55343
Adams Elementary	8989 Sycamore St	Coon Rapids	55433
Andover Elementary – North	14950 Hanson Blvd	Andover	55304
Andover Elementary – South	14950 Hanson Blvd	Andover	55304
Brookside Elementary	170th Avenue and Nowthen Blvd.	Ramsey	55304
Champlin-Brooklyn Park Academy K-2 Dock	6100-109 th Ave N	Champlin	55316
Champlin-Brooklyn Park Academy - 3-5 Dock	6100-109 th Ave N	Champlin	55316
Crooked Lake Elementary	2939 Bunker Lake Blvd	Andover	55304

ATTACHMENT B (Continued)**SITE LOCATIONS**

BUILDING	ADDRESS	CITY	ZIPCODE
Dayton Elementary	12060 S Diamond Lake	Dayton	55327
Eisenhower Elementary	151 Northdale Blvd	Coon Rapids	55448
Evergreen Park Elementary	7020 Dupont Ave N	Brooklyn Center	55430
Hamilton Elementary	1374-111 th Ave NW	Coon Rapids	55433
Hoover Elementary	2369-109 th Ave NW	Coon Rapids	55433
Jefferson Elementary	11331 Jefferson St NE	Blaine	55434
Johnsville Elementary	991-125 th Ave NE	Blaine	55434
Lincoln Elementary	540 South Street	Anoka	55303
L.O. Jacob Elementary	1700 Coon Rapids Blvd.	Coon Rapids	55433
Madison Elementary	650 Territorial Road NE	Blaine	55434
Mississippi Elementary	10620 Direct River Dr.	Coon Rapids	55433
McKinley Elementary	1740 Constance Blvd.	Ham Lake	55304
Monroe Elementary	901 Brookdale Drive N	Brooklyn Park	55444
Morris Bye Elementary	11931 Crooked Lake	Coon Rapids	55433
Oxbow Creek Elementary	6505-109 th Ave N	Champlin	55316
Ramsey Elementary – North	15100 Nowthen Blvd	Anoka	55303
Ramsey Elementary – South	15100 Nowthen Blvd	Anoka	55303
Rum River Elementary	16950 Verdin St NW	Andover	55304
Sand Creek Elementary	12156 Olive St NW	Coon Rapids	55448
Sunrise Elementary	12576 Lever Street NE	Blaine	55448
University Ave Elementary	9901 University Ave NE	Blaine	55433
Wilson Elementary	1025 Sunny Lane	Anoka	55303