

2024-2025

SCHOOL YEAR



INVITATION TO BID

FOOD | PAPER | CHEMICAL | PRODUCE | MILK

Table of Contents

ADMINISTRATIVE INFORMATION PROJECT DESCRIPTION3

IMPORTANT DATES:3

INVITATION TO BID 4

GENERAL CONDITIONS OF THE BID5

SPECIAL TERMS & CONDITIONS 13

USDA NONDISCRIMINATION STATEMENT26

APPENDIX A: 27

 MAGIC VALLEY CO-OP RUBRIC PROCEDURE 27

ATTACHMENT A:28

 MEMBER LIST & CONTACT INFORMATION 28

ATTACHMENT B:29

 LIST OF DELIVERY LOCATIONS..... 29

ATTACHMENT C:.....30

 MAGIC VALLEY COOPERATIVE MEMEBERSHIP AGREEMENT 30

ATTACHMENT 1: 31

 BID SUMITTAL..... 31

ATTACHMENT 2:.....32

 IDAHO/NATIONAL SEX OFFENDER REGISTRY 32

ATTACHMENT 3:.....33

 CONTRACT/VENDOR AFFIDAVIT CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE 33

ATTACHMENT 4:.....34

 BIDDER CERTIFICATION FORM 34

ATTACHMENT 5:.....35

 AFTER HOURS KEY DROP AGREEMENT 35

SEALED BID LABEL36

ADMINISTRATIVE INFORMATION PROJECT DESCRIPTION

Milk, Produce, and Miscellaneous Food & Non-food supplies, for the School Year 2024-2025 for the Magic Valley Co-op (MVC). The MVC Bid Document, in excel format, is available by contacting:

MINIDOKA SCHOOL DISTRICT
KATIE ROGERS, SNS
429 12TH STREET
RUPERT, ID 83350
krogers@minidokaschools.org

GOODING SCHOOL DISTRICT
ANJI BRANCH, SNS
507 IDAHO STREET
GOODING, ID 83330
anji.branch@goodingschools.org

CASSIA SCHOOL DISTRICT
ANGELA RODRIQUEZ, SNS
206 EAST 15TH STREET
BURLEY, ID 83318
rodangel@cassiaschools.org

SUBMIT BID TO:
KATIE ROGERS, SNS
krogers@mindokaschools.org
429 12th Street
Rupert, ID 83350

IMPORTANT DATES:

Bid Released to Vendors	April 17th, 2024
Bid Award Meeting	May 29th, 2024
Bid Final Award	May 30th, 2024
Nutritional & SDS Information	June 19th, 2024

Data will be formatted in a master document during the bid award meeting on May 29, 2024 at 2:00 PM at the Minidoka School Nutrition Office.

For the 2024-2025 School Year, the MVC will only be accepting bids for **Milk and Paper & Chemical**.

INVITATION TO BID
MAGIC VALLEY PURCHASING CO-OP
FOOD PRODUCTS AND MISCELLANEOUS NON-FOOD SUPPLIES BID REQUIREMENTS SY 2023-2024

Bid submissions are due to Katie Rogers and to be received no later than 9:00 AM Mountain Time, May 29, 2024, at which time all bids will be publicly opened. Please mail the bids to:

Minidoka School Nutrition
ATTN: MVC
429 12th Street
Rupert, ID 83350

Data will be formatted in a master document during the bid award meeting, May 29th, 2024 at the Minidoka School Nutrition Office.

For questions concerning this bid, please contact Katie Rogers, Anji Branch or Angela Rodriquez.

All questions regarding this bid must be submitted and received by the MVC NO LATER than 9:00 am four business days prior to the bid award date. Questions received after this time will not be considered.

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

1. Physically received no later than the time and closing date prescribed above.
2. Your bid must be submitted by a sealed hard copy and an electronic copy via flash drive.
 - a. *NO faxed forms or emailed documents will be accepted.*
3. Mailing envelopes must be clearly marked on the outside with the appropriate bid category:
 - a. *Food Products, Milk, Produce, and/or Miscellaneous Food &, Non-food Supplies.*
4. Received complete and returned with:

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

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

GENERAL CONDITIONS OF THE BID

1. The detailed requirements of the specifications shall supersede any conflicting provisions of these General Provisions.
2. Hereinafter, the word “MVC” means Magic Valley Purchasing Co-Op or its authorized representative.
3. **PROMPT PAYMENT TERMS WILL NOT INFLUENCE THE AWARD OF Bid Orders (except in case of ties).**
4. **BONDS AND INSURANCE:** Neither bid nor performance bonds will be required. 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 \$1,000,000 general liability insurance. MVC reserves the right to request verification of insurance coverage.
5. **BID PREPARATION AND SUBMISSION:** Bids will be received, opened, and acknowledged thereafter at the [Minidoka School Nutrition Office: 429 12th Street, Rupert, Idaho 83350](#). Bidders and other interested parties are invited to be present at the bid opening. The public opening will acknowledge receipt of proposals and details concerning pricing of the offerings will be announced.

Bids received later than the time and date specified in the Invitation to Bid will not be considered.

All prices and other notations must be typewritten or written in ink. No erasures are allowed. Strike through any changes. All changes must be initialed by the person signing the bid.

Bidders must bid separately upon each item, showing unit price and extension. In case of error in computation, the unit price shall prevail.

Bidder shall quote lowest net price, best delivery date, maximum discount terms for prompt payment and make and model of the item offered.

Bids will be awarded to the prime vendor, unless otherwise indicated in bid conditions. The awarded vendor will supply goods pursuant to purchase orders placed by the individual members, who will solely be responsible for payment. Delivery of goods is to the sites of the individual members (Attachment A). Bidders will assume all responsibility for the cost of necessary arrangements with freight companies or in replacing materials damaged in transit, to the satisfaction of the MVC Member. All prices, including totals, must include any and all discounts. Prices should be stated in the units as specified in item descriptions. In the case of a discrepancy between the unit price and the extended price, the unit price will be considered correct.

Any requirement by the bidder that certain weights, quantities or other criteria must be met in order to qualify for bid pricing will result in the disqualification of the bid. Likewise, expiration date or other constraints in the conflict with bid requirements may result in disqualification.

All pricing will be based on a single drop to the members’ delivery sites (Attachment B). Additional fees for multiple drops per site must be clearly stated.

PRODUCT STANDARDS: All products are classified in one of the following groups.

Distributor’s Choice: Any manufacturer’s product that meets the description will be acceptable. MVC 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. Vendors must submit a list of labels and their quality definitions.

Manufacturer's Label: These products have specific brand names and manufacturer's numbers. These products were "pre-qualified" by the MVC by means of sample cuttings and tasting. Items that are bid that are not pre-approved and will not be accepted. Items specified "or equal to" or "distributor's choice" will be accepted only if the item bid meets the same quality as the brand specified. MVC reserves the right to reject an item deemed not "equal"

On items to be awarded as a "LOT" or "CATEGORY", all bidders are required to bid on each item listed in the lot. The MVC reserves the right, however, to accept or reject one or more items in the Lot and to accept partial bids.

Alternate product submission (Attachment 6) should include a full description of the alternative (including ingredients, if applicable), and a Nutrition Facts label included with the submitted bid for consideration during bid award.

Product Specification Sheets: Bidders will be required to provide a Product Specification Sheet for each item awarded. Such Product Specification Sheet must be provided to the MVC before any purchase order will be issued to the winning bidder subsequent to the bid award.

Produce Formulation Sheets and/or CN Label: Bidders will be required to provide a Product Formulation Sheet and/or CN Label for Meat/Meat Alternative products and Grain products, detailing the portion size and its credible amount of the offered item necessary to meet nutrition requirements.

Nutrition Facts Label: Bidders will be required to provide an accurate Nutrition Facts Label or all products awarded that do not have a CN Label or PFS.

All nutritional information listed above (PSS, CN Labels, PFS, NF Labels) shall be provided to MVC members, in an organized fashion, via the MVC Shared Google Drive. Upon award, each winning bidder will be provided access.

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.

Whole Grains: All grain items shall be bid as whole grain rich. Substitutions will be accepted with prior approval only.

PRICE CHANGES: Should a price change occur, the vendor must:

- a) Provide copies of signed Manufacture letter(s) addressed to explaining the reasons why they are increasing their prices, and to provide documentation of the actual increase. This letter and supporting documents must also identify the date the price increase(s) becomes effective and the exact amount of the price per case, each, pound, etc., whichever applies to the item(s) subject to the price increase(s).
- b) Provide written documentation identifying the prices the bidder has received from its vendor(s) upon which the bidder has based its bids that we submitted to the MVC and later awarded for the term of the current bid award. In other words, the MVC requests evidence that the bids in question were based on actual prices available to the bidder at the time of the contract bid; and were not a "low-ball" estimate submitted to obtain the contract with the expectation that the prices would be increased after the contract was awarded.

Both documentations must be provided to the MVC Thirty (30) days prior to change in pricing. If the MVC declines the price increase request and the bidder refuses to supply the product at that price; the district may, in its sole discretion, submit the entire contract to the public bid process under law, and to award the contract

or item to the lowest bidder. This process does not limit the bidder's liability for failing to perform under the supply agreement; and the bidder acknowledges that it may be liable to compensate the MVC for the price difference between the original bid price and the new price paid by the MVC to secure the replacement produce from an alternate source.

WITHDRAWAL OR CHANGE OF BID: Bids may be withdrawn prior to the stated closing time. No change or corrections or withdrawal of bids will be permitted thereafter. Failure to read or comply with the enclosed general information in no way relieves a bidder from his liabilities arising hereunder. If there is a delay of Thirty (30) days for the award, the bid may be withdrawn.

- a) Unless otherwise stated, bid specifications call for equipment and supplies that are new and unused, or current manufacture.
- b) In the event of a conflict between the General Conditions and the Special Terms and Conditions attached hereto, the Special Terms and Conditions will have precedence.
- c) All terms, specifications and instructions set forth in this invitation are incorporated by this reference into your response.

6. PRELIMINARY BID TABULATIONS: Awards will be given to the lowest responsive and responsible bidder or the bid most advantageous to the MVC. The following evaluation criteria will be used in order of priority. See appendix A, page 21, for further details:

40% Price

30% Quality/Performance

30% Customer Service, *which includes vendor reputation and history of responsive deliveries.*

- The MVC reserves the right to award products based on student preference.
- Vendors that meet the specified items as listed will be given priority.
- In the event two or more bids shall be for the same value, the members of the MVC may award the contract as it deems appropriate.
- Preference will be given to items that are not special order. Interested party to ascertain the actual date of posting and/or Board meeting for the specific bid of interest.
- Bid results and final awards will be made available to any interested party. The master bid excel format within Ten (10) business days from the meeting.

7. AWARDS & RESERVATIONS: The Magic Valley Bid Co-op bids are awarded on the basis of price, with the lowest offered price that adheres to the specifications as listed or amended being deemed the winning bid.

- a) In the event any particular item bid is not considered for award, the reason for such exclusion will be included in the bid. Reject all non-conforming, non-responsive, or conditional bids, to accept or reject any and/or all bids, portions thereof.
- b) Accept any part of the bids at prices quoted to the best advantage of the MVC, unless the bidder positively limits his bid to "all or none".
- c) Waive any minor informality or irregularity (error/omissions) in any bid. Any vendor who finds errors or who needs clarification can call any lead that is documented on the administrative information page. Errors or clarification must be declared at a minimum of four business days before the bid submission date.
- d) Reject the bid of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature.
- e) Reject the bid of a Proposer who has previously defaulted on any contract with the Owner.
- f) Reject the bid of a Proposer who is not, in the opinion of the Owner, in a position to perform the contract; and or all bids when such reject is in the interest of the Owner.
- g) To accept the bid or bids it deems to be in the best public interest.
- h) Award to the lowest responsible bidder in the opinion of and at their discretion. The decision of the MVC shall be final and conclusive.

Bids are subject to acceptance within Thirty (30) days of closing date, and bids shall remain irrevocably in effect for Thirty (30) days after bid closing. All information and materials submitted in response to this bid request shall become public record upon the opening of submitted bids, and as such available for examination by interest parties upon the completion of the bid award process. The awarded bid will be available on Gooding School District website www.gsd231.org under "Departments," "Child Nutrition," "Forms & Documents," and will be filed with the Gooding School District Child Nutrition office.

The Magic Valley Co-op bids are "PRIME VENDOR" bids. The Co-op reserves the right to award "all or nothing" bids that are deemed in the best interest of the MVC Members. The MVC reserves the right to roll over bid(s), with an option to extend up to three (3) additional 1-year periods. The signed Bid Conditions returned with the bid projections will be considered the contract between individual MVC members and the winning vendor.

Signatures: The bid quotations and signatures must be submitted on the pages provided in these specifications and shall be signed with ink by an individual authorized to legally obligate the company or firm.

Estimated Bid Quantities: 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 MVC 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, and 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 price bid and USDA allocations. The MVC reserves the right to purchase more or less than the amount listed.

The award of a bid shall not constitute an award. Before shipments may be made, the vendor must receive a purchase order issued by the MVC Member. Shipments may be made as specified on the order and conforming to bid specifications and instructions.

Substitutions of Awarded Products: Suppliers must be granted prior approval by the MVC member prior to substituting items. Substitutions are to be of equal or greater quality. The MVC 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 MVC members reserve the right to cancel existing agreements and purchase orders upon 14-day written notice, and to remove the name of the non-complying supplier from future bid lists. Any approval granted shall be effective for no more than two weeks from the date of approval. The vendor may request a second two-week substitution, either separately or to run consecutively with the original substitution. Should the original item remain non-fillable at the end of the second approved substitution period, the MVC shall have the right, at its own option, to:

- a) Re-award the item to the bidder offering the second-lowest price under the original bid, OR
- b) Reopen the item to competitive bidding, with the new award effective for the length of the original bid term, or
- c) Purchase the item via open market purchasing, whichever option is deemed to be in the best interest of the MVC.

Each month, 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 MVC Members for any non-continuous substitutions (non-continuing is defined as a substitution on a one-time delivery) made on an order, prior to shipment. If the vendor is unable to deliver all items shorted within time

needed by each district, the vendor is to provide an alternate product. All alternate products offered shall be at equal or better quality and at the bid price or less.

Vendors must identify all products 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. If a regular awarded item becomes a "special-order" item within the bid term, the MVC reserves the right to follow action listed in "non-fillable items"

Following the bid award, should a bidder be unable to fulfill an order due to manufacturing issues with a product, said bidder is responsible for providing a letter from the manufacturer stating there is an issue. Notice of unavailable/delayed product and letter from manufacturer must be provided prior to the delivery date designated on the purchase order for this item, to allow adequate time for a substituted item to be purchased, if necessary. If the bidder fails to meet this condition following an unavailable or delayed delivery, the bidder acknowledges that it shall be liable to the MVC Member for the difference between said bid price and the price actually paid by the MVC Member to secure the product from an alternative source.

Additions of New Products After Award: Subsequent to the award of the contract, new items may be added to purchasing agreements, either at the request of a vendor or the MVC. Vendors may propose the inclusion of additional, "new" products only if such product is not already included in the same or similar form in the original bid item listing. Items new to a particular vendor but included in same or similar form will not be considered a new product under this clause and will not be considered for addition to the purchasing agreement. New items proposed by any vendor will be subject to competitive bidding rules and other contract terms applicable to the category in which the new product is classified.

Should MVC opt to add items to its purchase contracts that were not included in the original bid listing, such items will be subject to competitive bidding rules. The contract terms of the bidding category in which the item would be classified will apply. MVC will screen new products prior to conducting any price solicitation and reserves the right to accept or reject any new product proposed.

In the case of the MVC utilizing a rollover year, the awarded vendor and/or MVC reserve the right to a 5% material change.

8. **DELIVERY/F.O.B.:** All articles, unless otherwise specified, must be delivered, ready for use, F.O.B. School Site Location, "Attachment B", in quantities and within the time specified by the purchase order. No charges for the transportation, handling, containers, packing, etc., will be allowed unless otherwise specified in the bid. All articles shall be subject to inspection and acceptance or rejection by the MVC.

Product Deliveries: For deliveries to be accepted, a purchase order number must be listed on the ship ticket or invoice and delivery appointment made. Deliveries are to be made to the address(es) specified on the purchase order. It will be the responsibility of the vendor to coordinate delivery time(s) and other arrangements with the site supervisor at each facility. Vendors will deliver to all MVC members and not be penalized for delivery quantities.

Location Time Ranges: Preferred delivery windows are as follows:

Warehouse	6:00 am - 1:00 pm
Elementary	6:30 am - 10:30 am or 1:00 pm - 2:00 pm
Secondary	6:30 am - 10:00 am or 12:30 pm - 2:00 pm

It is the vendors responsibility to coordinate with MVC members to schedule deliveries on days school is in session. Deliveries when school is not in session is on an individual member basis and is not a guarantee. Deliveries after 2:00 pm will not be accepted unless prior arrangements have been made. A delivery must be accepted by food service personnel or designee. Drop deliveries must be pre-approved in writing.

Deliveries of Milk and Produce will be delivered to individual sites per district. (Attachment B)

9. DEFAULT BY CONTRACTOR/SHORTAGES: The MVC shall hold the contractor responsible for any damage which may be sustained because of the failure or neglect of the contractor to comply with any term or condition listed herein or in the purchase order, it being specifically provided and agreed that time shall be the essence of the contract delivery requirements. **If the contractor fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and places herein stated or otherwise fails or neglects to comply with the specifications and other terms of the contract, the school district in question may, upon written notice to the contractor, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without notice to the contractor. The prices paid by the district in question at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the district in question from the contractor and the surety on the performance bond, if any.** Failure to pay said amount to the district in question upon demand will result in the company being removed from the bid list with the MVC for a period of not less than three (3) years from the date of infraction. Thereafter, the bidder may request to be reinstated to the bid list.

OVERSIGHT OF CONTRACT: 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 Co-op for resolution.

10. ASSIGNMENT: No contract awarded under this proposal shall be assigned except with the MVC written approval.

11. PAYMENT:

- Payment will be made only to the firm name written on the bid submittal and will not be made on partial shipments unless authorized in writing by the School Food Authority.
- All cash discounts (prompt payment terms) shall be taken and computed from the date of acceptance of material or the date of receipt of the invoice, whichever is later.
- 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-day notice will be given by MVC of termination of contract.

12. WARRANTY: Period shall begin on the date that the article is placed in service by the user. Each bidder shall state in writing the warranty on parts, labor and travel costs, when applicable.

13. PERMITS AND LICENSES: The contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed.

14. GRATUITIES: In the event that any gratuities or “kickbacks” are offered or tendered to any District employee or a subcontractor as an inducement for award of a bid, Request for Proposal (RFP), subcontract or order, the bidder’s proposal shall be disqualified and shall not be reinstated.

15. PROTESTS: Participating bidders may object to a bid award, per the requirements of Title 67, Chapter 28, Idaho code. A bidder who wishes to object to a bid award must do so within seven (7) calendar days of the posting of the award. This objection should be submitted, in writing, to the MVC’s coordinating party as listed in the publicly posted bid documents. The objection must set forth the express reason(s) for the objection and why the award has been made in error. Upon receipt of a proper objection, the governing party for the bid in question will stay its award decision and any procurement under the award until it has addressed the particular objection(s) submitted. The governing party shall review its decision and will

determine to (1) affirm the award, (2) modify the award, or (3) repeat the bid process, setting aside its award, and will set forth the reasons therefore.

After completion of the review process, the MVC may proceed as it deems in the best interest of the Co-op. For the purpose of bid objections, the governing party shall be whatever person or group is duly empowered and qualified to make an award, under procurement laws and guidelines set forth by the State of Idaho for political subdivision purchasing and Magic Valley Co-op purchasing rules.

- 16. CONTRACT DOCUMENTS:** The complete purchase agreement includes but not limited to the following documents: The advertisement for bids (when required), the bid and purchase order conditions, the specifications and drawings, the bid of the supplier and its acceptance by the MVC, the purchase order, performance guarantee, and all amendments thereto. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
- 17. TERMINATION FOR CONVENIENCE AND CAUSE CLAUSE:** This agreement may be terminated by the Magic Valley Co-op for any reason or no reason, whether or not extended beyond the initial term, by giving the other party written notice no less than thirty (30) days in advance.
- 18. LIST OF MEMBERS AND CONTACT:** A copy of the agreement for members to join the MVC is included as (Attachment C). The full list of MVC members (Attachment A) and delivery addresses is included as (Attachment B).
- 19. PUBLIC RECORDS:** All information submitted in response to this request shall become public. All information submitted as "Trade Secret" information should be submitted in a separate envelope and so indicated. If challenged, the bidder who submits the "Trade Secret" information will bear all costs associated with defending their position.
- 20. COURT VENUE:** Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the District Court in Twin Falls, State of Idaho. The laws of the State of Idaho shall govern this transaction.
- 21. FORCE MAJEURE CLAUSE:** Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, pandemics, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.
- 22. MILK BID REQUIREMENT:** Any delivery restrictions placed by the 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. Please bid both cartons & bottles, if available, for 8 oz. milk. The vendor will be responsible for net revenue 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 milk bid will be in two delivery sections: MVC-A, MVC-B. It is required to bid for all locations of the section being bid on.

The award will be based in the order of response to bid specifications, locality of milk, bottom line price.

23. PAPER BID REQUIREMENT: The paper and chemical bid will be awarded by category. Each bidder is required to bid on each line of the category. The award will be based on bottom line price for the category. The specialty item sections will be awarded by line item, to the advantage of the MVC, if necessary. Product dispensers for napkins and specialty flatware shall be provided at no cost by MVC co-op request.

Deliveries shall be made on a weekly basis to the central drop location specified on Attachment B. Times and delivery days will be coordinated with each district supervisor.

24. PRODUCE BID REQUIREMENTS: Deliveries will be made on a weekly basis to individual school locations. Times and days will be coordinated with each district supervisor.

- a) Deliveries shall be made in a refrigerated truck and temperatures of products will be maintained to assure food safety and quality.
- b) 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 Vegetable Program.
- c) If the quantity ordered is not available, the distributor must call the individual district and arrange for an acceptable substitution.

The distributor is responsible for providing produce as specified in the bid and of high quality that is acceptable to the bidder. The distributor shall buy products from those available which will provide the best value in accordance with market conditions.

- a) The distributor shall deliver only produce in optimum condition, with particular respect to maturity level.
- b) 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.
- c) If the quality of produce is not to specification, the distributor must call the individual district and acknowledge the change.

This is an “all or none” bid meaning the entire bid award will go to one bidder.

SPECIAL TERMS & CONDITIONS

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

These are the general instructions for bidding procedures only for Magic Valley Co-Op, Gooding Idaho, and can be superseded by special instructions and addenda.

2. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of Magic Valley Co-Op. Further, all bidders must disclose the name of any District Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.
3. **AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY PROVIDER:** The Magic valley Co-Op and its affiliates are an Affirmative Action/Equal Employment Opportunity Provider, and in accordance with applicable state and federal law does not discriminate in any employment practice on the basis of age (40 and over), ancestry, color, marital status, medical condition, national origin, political or union affiliation, physical or mental disability, race, religion, sexual orientation, sexual identity, or sex. This policy of affording equal employment opportunities to all persons is in keeping with provisions of Title VII and Title IX amendments of the United State Code which protect persons against discrimination.
4. **FAIR EMPLOYMENT PRACTICES:** In the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, sexual orientation, age, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex (including gender identity or sexual orientation), age, condition of disability, national origin or other prohibited reason. Such action shall include, but not limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Fair Employment Practices Section.

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

5. **FAIR LABOR STANDARDS ACT:** The bidder's signature on the bid certifies that these goods are or will be produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and/or regulations and orders of the United States Department of Labor issued under Section 14 thereof.
6. **DEBARMENT AND SUSPENSION CERTIFICATION (Executive Orders 12549 and 12689):** A school food authority is prohibited from contracting with a company or individual that has been debarred or suspended in accordance with 2 CFR Part 200. This prohibition does not extend to contracts in existence at the time of the debarment/suspension or to most contracts under \$100,000 . Rather, it applies to new contracts and extensions or renewals of existing contracts of \$100,000 or more and to contracts for audit services, regardless of amount. This prohibition does not apply to proposed debarments.

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

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

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

Please see and complete Attachment 4.

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

Please see and complete Attachment 4

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

Please see and complete Attachment 4.

9. **BUY AMERICAN COMPLIANCE:** As a sponsor of the School Nutrition Programs the District will consider only applicable products which comply with the requirements of the "Buy American" Act.

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

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

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

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

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

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

10. CONTRACT WITH A COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: Idaho Code §67-2359

(1) A public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China.

(2) As used in this section:

(a) "Government of China" means the People's Republic of China led by the Chinese communist party.

(b) "Company" means any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

(c) "Public entity" means the state of Idaho or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations.

(3) The provisions of this section shall apply to contracts executed on and after July 1, 2023. Upon discovering that a contract fails to comply with the provisions of this section, the contracting authority shall have a period of ninety (90) days to obtain the certification described in subsection (1) of this section. After such time, any contract continuing to violate the provisions of this section shall be void as against public policy. Any contract executed prior to July 1, 2023, that violates the provisions of this section will not be renewed.

(4) The department of administration shall have authority to promulgate rules to implement the provisions of this section as long as they are consistent with the provisions of this section and do not create any exceptions to it.

11. IDAHO PRODUCTS-LOCALLY SOURCED PRODUCTS: Goods manufactured or produced in Idaho shall be preferred if price availability and quality are otherwise equal. If an item bid is produced or manufactured in Idaho, indicate "Produced in Idaho" by inserting next to the item. If item bid is partially produced or manufactured, indicate, "Partially Produced in Idaho" by inserting next to item.

12. GEOGRAPHIC PREFERENCE: SP03-2013, CACFP 02-2013, SFSP 02-2013, 2 CFR 210.21 (g) A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied.

2 CFR 200.319(b) The Non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws.

13. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR 200.321)

All necessary affirmative steps are taken to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

Affirmative steps include:

Qualified small and minority businesses and women’s business enterprises are on solicitation lists.

Small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources.

When economically feasible, total requirements are divided, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises.

Delivery schedules are established, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises.

Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

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

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

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

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

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

The Bidder must satisfy themselves by personal examination and by such other means as they may prefer as to the actual conditions and requirements under which the service must be performed. If under inspection

and examination by the Bidder there are any existing conditions or requirements of the service which are not completely understood by the Bidder, they shall contact the ITB Lead at the telephone number listed on the Administration page for such information that the MVC representative may have.

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

Envelopes must be sealed and clearly marked on the outside "Sealed Bid". Bids submitted via "Express/Overnight" carriers, Express Mail, or other services which require the use of special, carrier supplied shipping envelopes must be sealed in a separate, inner envelope identified with the label supplied on the last page of this document and enclosed within the carrier's shipping container which must also be marked "SEALED BID". **No responsibility will attach to the MVC or any MVC employee for the pre-opening of, post-opening of, or the failure to open a bid not properly addressed and identified.** All bids must be submitted on the enclosed forms, signed by a legal officer of the company having the authority to bind, with company name, date, etc., and labeled as above, otherwise the bid may be considered non-responsive.

ALL ATTACHMENTS MUST BE INCLUDED IN YOUR BID SUBMITTAL ALONG WITH AN ELECTRONIC COPY ON A USB DRIVE. ADDENDA:

The MVC shall not be responsible for oral interpretations given by a MVC employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretations, clarification, or additional information can be given that would change the terms and conditions of the bid. Prior to submitting the bid, it shall be the sole responsibility of each bidder to determine if addenda were issued and, if so, to obtain such addenda for attachment and acknowledge receipt of such addenda in the bid submission. Questions pertaining to this bid must be submitted in writing to . All bid documents and addenda can be found through the following:

- 19. APPROPRIATION OF FUNDS:** In the event funds for any specific item(s) are not appropriated, the MVC reserves the right not to purchase any or all of the total quantities shown in this bid. Any order issued as a result of this solicitation is contingent upon the availability of appropriated funds. If funds do not become available or are withdrawn, the MVC reserves the right to cancel any order or terminate the contract without penalty or expense to the MVC.
- 20. SCOPE OF CONTRACT:** The Magic Valley Purchasing CO-OP, desires to purchase FOOD PRODUCTS AND MISCELLANEOUS NON-FOOD PRODUCTS (PRIME VENDOR) as specified and establish a price agreement for future purchases for the period of the contract, in accordance with all the terms, conditions, and specifications specified herein.
- 21. BASIS OF AWARD:** Award(s) will be made based upon the lowest responsive bid provided the minimum weight is met and the product and service are acceptable. The unit cost submitted must be as unit requested (i.e. case, pounds, portion, dozen, etc.). The MVC will make conversions and computations if necessary. Unit cost bid should include any delivery charge (F.O.B. Destination).
- 22. METHOD OF AWARD:** This is a request for bids for FOOD PRODUCTS AND MISCELLANEOUS NON-FOOD PRODUCTS (PRIME VENDOR) as required for use by School Nutrition Services (SNS).

Please submit bids on items to be furnished on the attached sheets in accordance with all conditions and specifications. BIDDER MUST SPECIFY UNIT PRICE, MANUFACTURER, ITEM NUMBER, MFG CODE, BRAND, and PACK/SIZE.

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

It is the intent of the MVC to award contracts AS A WHOLE. Award is contingent upon timely compliance with all Bid Conditions and Specifications which must be satisfied prior to beginning of service under the Contract. As a result of the bid, the Contract will be awarded according to the authority granted through the Magic Valley Purchasing CO-OP.

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

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

The Magic Valley Purchasing CO-OP specifically reserves the right to reject any conditional bid and will normally reject those which make it impossible to determine the true amount and quality of the bid.

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

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

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

23. CONTRACT TERM/PRICING: Prices shall remain firm for the contract term with the following exception:

- a) Provide copies of signed Manufacture letter(s) addressed to explaining the reasons why they are increasing their prices, and to provide documentation of the actual increase. This letter and supporting documents must also identify the date the price increase(s) becomes effective and the exact amount of the price per case, each, pound, etc., whichever applies to the item(s) subject to the price increase(s).
- b) Provide written documentation identifying the prices the bidder has received from its vendor(s) upon which the bidder has based its bids that we submitted to the MVC and later awarded for the term of the current bid award. In other words, the MVC requests evidence that the bids in question were based on actual prices available to the bidder at the time of the contract bid; and were not a "low-ball" estimate submitted to obtain the contract with the expectation that the prices would be increased after the contract was awarded.

Both documentations must be provided to the MVC Thirty (30) days prior to change in pricing. If the MVC declines the price increase request and the bidder refuses to supply the product at that price; the district may,

in its sole discretion, submit the entire contract to the public bid process under law, and to award the contract or item to the lowest bidder. This process does not limit the bidder's liability for failing to perform under the supply agreement; and the bidder acknowledges that it may be liable to compensate the MVC for the price difference between the original bid price and the new price paid by the MVC to secure the replacement produce from an alternate source.

24. AUDITS: Audits may be made of the supplier's cost records at the discretion of Magic Valley Co-op at any time during or at the end of the contract period. A full review will be undertaken when Magic Valley Co-op feels that circumstances are questionable. Audits may address questionable price increases, price increases on select items or the substitution of grades not meeting specification. The MVC intends to award to the lowest responsive Bidder.

25. VENDOR SELECTION: The Magic Valley Co-op specifically reserves the right to evaluate, in its absolute discretion, the total bid of each Bidder so as to select the company which will best serve the needs of the MVC, thus ensuring that the best interest of the MVC and its tax paying public will be served.

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

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

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

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

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

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

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

28. UNIT PRICING: Prices must be shown for all items. Prices are to be F.O.B. (freight prepaid and allowed) School Site Location. A packing list must accompany all shipments.

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

- Item by item
- Bids-unit prices
- Lot or group bids-lot or group prices

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

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

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

30. ESTIMATED DISTRICT REQUIREMENTS: 90%/10% The quantities listed in the bid are estimates only based on previous usage and are not a guarantee of actual quantities to be purchased. The district in question reserves the right to purchase additional quantities for any item listed herein to meet the needs of their school district.

The MVC reserves the right to purchase items that are urgently needed by the MVC from other than the Contractor such items that are not readily available from the Contractor; allowing the MVC a 90/10% leeway.

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

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

31. DELIVERY REQUIREMENTS AND LOCATION: Time is hereby declared to be of the essence in this contract. Time and manner of delivery are essential factors in proper performance under the contract. Products are to be delivered to each school site listed in attachment A, as ordered by the SNS. Deliveries shall be made according to the delivery schedule provided. All deliveries are to be made between the hours of:

Location Time Ranges

Warehouse	6:00 am - 1:00 pm
Elementary	6:30 am - 10:30 am; 1:00 pm - 2:00 pm
Secondary	6:30 am - 10:00 am; 12:30 pm - 2:00 pm

***except for scheduled District holidays or otherwise arranged and approved by the vendor.** A calendar is available upon request per MVC Member.

All items delivered must be in a condition acceptable to the School Food Authority (SFA). Any dented, damaged or unlabeled containers will be rejected and returned at supplier's expense. Repacked products are not acceptable. It shall be the responsibility of the vendor to file claims for damage or defective merchandise. In the event of receipt of merchandise with concealed damage, the vendor will be immediately notified by email.

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

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

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

- 32. BRAND, PRODUCT CODE NUMBER AND PACK SIZE:** Bidders are to indicate in the space provided on the food list (**ATTACHMENT 6**) the brand name and product code number of each product and pack size if different than specified. Once manufacturer, manufacture code, brand, and pack sizes have been established, the successful vendor is expected to maintain those brands, product code numbers, and pack sizes for the term of the agreement. Any changes must be approved by the District's School Nutrition Services Supervisor before acceptance of substitutes or alternatives.

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

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

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

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

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

The specifications set forth in this bid are intended to be used as a basis for determining acceptable quality and performance. The specifications are not meant to be restrictive to a particular brand. The MVC does reserve the right to be the sole determiner of equivalent products and reserves the right to waive any minor variations from specifications and to evaluate the bid based on the determination of what is in the MVC's best interest. The MVC also reserves the right to reject any part of the bid or the whole bid.

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

- 36. SCHOOL NUTRITION PROGRAM REQUIREMENTS:** When information regarding the School Nutrition Program is requested in the following specifications, refer to the Food Buying Guide for School Meal Programs by Food and Nutrition Service of USDA to determine the meal requirements and equivalents met by each

food item. For current information and updates, visit USDA Food Buying Guide for School Meal Programs at: <http://www.fns.usda.gov/tn/food-buying-guide-for-child-nutrition- programs>

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

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

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

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

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

- 40. FDA FOOD SAFETY MODERNIZATION ACT (FSMA) FINAL RULE FOR PREVENTIVE CONTROLS FOR HUMAN FOOD:** The owner, operator, or agent in charge of a food facility that is required to register with FDA under section 415 of the Food, Drug & Cosmetic Act, shall evaluate the hazards that could affect food manufactured, processed, packed, or held by such facility, identify and implement preventive controls to significantly minimize or prevent the occurrence of such hazards and provide assurances that such food is not adulterated or misbranded, monitor the performance of those controls, and maintain records of this monitoring as a matter of routine practice.

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

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

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

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

During the term of the contract, if the Contractor wants to substitute an item, samples must be provided to the School Food Authority for approval. CN Label (when applicable), Nutrition Analysis Sheet, Product Specification Sheet and Product Formulation Statement may also be requested. Each item shall be properly

identified and provided within five (5) working days from date of request. Samples must be submitted and approved prior to substitution.

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

Bidder must submit samples to one or all committee members:

MINIDOKA SCHOOL DISTRICT KATIE ROGERS, SNS 429 12 TH STREET RUPERT, ID 83350 krogers@minidokaschools.org	GOODING SCHOOL DISTRICT ANJI BRANCH, SNS 507 IDAHO STREET GOODING, ID 83330 anji.branch@goodingschools.org	CASSIA SCHOOL DISTRICT ANGELA RODRIQUEZ, SNS 206 EAST 15 TH STREET BURLEY, ID 83318 rodangel@cassiaschools.org
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All approved and rejected samples will be communicated in the form of an addendum.

The manufacturer/brand, product code, pack code identification, and the ingredients identified on each sample must be consistent with the labels on the products when purchased. Products furnished under this contract, which fail to maintain their standard of quality, will be immediately removed/rescinded from this contract. All products must conform to the United States Department of Agriculture standards and the provisions set forth in the Federal, State, County, and City laws for their production.

42. TERMINATION OF SERVICE: The MVC reserves the right to discontinue service of all or any portion of this contract for any reason, including cause or convenience as determined by the MVC.

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

43. COMPLAINT PROCEDURE: Should the awarded vendor be dissatisfied with service from a MVC customer, the vendor contact shall follow the steps outlined in this procedure until a solution is met.

- 1) Notify the customer of the unsatisfactory work by verbal or written notice. Work with customer to find a solution.
- 2) Notify the customer in written form of unsatisfactory work, provide an acceptable solution and timeline to be met.
- 3) Notify the MVC Committee of the unsatisfactory work, provide documentation of steps one and two, provide suggested guidance on how the MVC shall proceed.
- 4) Failure to comply with the acceptable solution after all mediation is exhausted, the vendor reserves the right to terminate the contract of an individual school after 10 days of step three completion and notification.

Should the MVC Member be dissatisfied with service from a vendor, the member contact shall follow the steps outlined in this procedure until a solution is met.

- 1) Notify the vendor of unsatisfactory work by verbal or written notice. Work with vendor to find a solution.
- 2) Notify the vendor in written form of unsatisfactory work, provide an acceptable solution and a timeline to be met.
- 3) Notify the Magic Valley Cooperative Administrators of the unsatisfactory work, provide documentation of steps one and two, provide suggested guidance on how the MVC shall proceed. The MVC will contact the vendor with the solution deemed acceptable.

- 4) Failure to comply with the acceptable solution after all mediation is exhausted, the Magic Valley Cooperative reserves the right to terminate the contract between an individual school and the vendor after 10 days of step three completion and notification.

44. CONTRACT CANCELLATION PROVISION: All Terms and Conditions including pricing are firm for the duration of this contract. This agreement may be canceled by the MVC upon thirty (30) days written notification of intention to cancel the agreement.

Upon notification, the MVC has the right to order at the price, term, and conditions in effect at any time prior to the effective date of the cancellation of the agreement and required delivery of the items so ordered.

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

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

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

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

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

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

Bidder shall maintain workers' compensation and employer's liability insurance. Bidder must provide either a certificate of workers' compensation insurance issued by a surety licensed to write workers' compensation insurance in the State of Idaho, as evidence that the Contractor has in effect a current Idaho workers'

compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

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

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

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

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

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

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

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

USDA NONDISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
Program.Intake@usda.gov

This institution is an equal opportunity provider.

APPENDIX A: MAGIC VALLEY CO-OP RUBRIC PROCEDURE

Category Scoring

1. Quality & Performance: 30%
 - a. Before the bid opening, members will be surveyed to rate each vendor based on the previous year's service.
2. Customer Service: 30%
 - a. Before the bid opening, members will be surveyed to rate each vendor based on the previous year's service.
3. Price: 40%
 - a. During the bid opening process, the MVC will highlight each line won by the respective vendor. Special order or no-bid lines will be counted against the winning lines. The summary of net lines won will determine price winner.

Survey Result Tabulations

All members will be asked to complete a survey prior to the release of the bid and close the day before the bid award. All questions will be ranked on a scale of 1-5, 5 being the highest. The members will be asked 5 questions:

- How has ___'s customer service been?
- How has ___'s process for short/out items been?
- How would you say ___'s communication on deliveries been?
- How would you say ___'s invoicing system is?
- How has ___'s quality of products/deliveries been?

The total summary of each question will be tallied and totaled to show a grand total number for the survey. Distributors will be ranked on the grand total from the survey.

Award Rubric

The award rubric will be provided in the release of the award to provide transparency. Each category will show the appropriate rank based on survey and price score. The vendor with the highest final score will be awarded the prime vendor bid. In the case of a tie, the MVC will evaluate each category for accuracy then award to the most advantageous for the MVC.

**ATTACHMENT A:
MEMBER LIST & CONTACT INFORMATION**

MAGIC VALLEY CO-OP MEMBER LIST SY25				
Name	School District	Email	Phone	Ext.
Tiffany Cox	B&G Club	tcox@bgcmv.com	208-410-3075	
Michelle Shaddy	Buhl	michelle.shaddy@buhlschools.org	208-543-6448	
Amanda Stephan	Camas County	astephan@camascountyschools.org	208-764-2472	
Angela Rodriquez	Cassia	rodangel@cassiaschools.org	208-878-6626	
Elaine Hape	Castleford	retiring	208-537-6511	
Shania Perkins	Dietrich	shaniap@dietrichschools.org	208-544-2158	102
Ginger Fisher	Filer	ginger.fisher@filer.k12.id.us	208-293-2883	
Heather Castillo	Glenns Ferry	hcastillo@glennsferryschools.org	208-366-7434	
Anji Branch	Gooding	anji.branch@goodingschools.org	208-934-4321	4600
LuAnne Coates	Hagerman	luanne.coates@hjsd.org	208-539-4740	
Cassandra Rose	Hansen	crose@hansenschools.org	208-423-5593	2270
Pam DeWitt	Immanuel Lutheran	hotlunch@immanueltf.org	208-733-7820	
Cathy Pavkov	ISDB	cathy.pavkov@iesdb.org	208-934-8745	
Vanessa Fitzsimons	Jerome	vanessa.fitzsimons@jeromeschools.org	208-324-2392	1202
Carla Hogue	Kimberly	chogue@kimberly.edu	208-423-4170	3341
Crystal Tubbs	Twin Falls	tubbscr@tfsd.org	208-733-0134	1201
Katie Rogers	Minidoka	krogers@minidokaschools.org	208-436-3625	
Christine Worthington	Murtaugh	christine.worthington@murtaugh.k12.id.us	208-432-5451	152
Karrie Giles	North Valley Academy	gilesk@nvapatriots.us	208-539-0123	
Cynthia Rhodes	Richfield	cyntrhod@richfieldsd.org	208-477-4320	
Ciara Naylor	Shoshone	ciara.naylor@shoshonesd.org	208-886-2381	4
Tina Irish	Valley	irish@valley262.org	208-829-4107	
Bernadette Chandler	Wendell	bchandler@wendellschools.org	208-536-0019	

ATTACHMENT B: LIST OF DELIVERY LOCATIONS

MAGIC VALLEY CO-OP DELIVERY LIST SY25							
Name	School District	Milk & Produce	Address	City	Central Drop		
Tiffany Cox	B&G Club	Twin Falls	999 Frontier Road	Twin Falls	Each Location		
		Buhl	523 Sawtooth Ave	Buhl			
		Rupert	123 South C Street	Rupert			
Michelle Shaddy	Buhl	Popplewell Elementary	200 6th Ave North	Buhl	Each Location		
		Buhl Middle	524 Sawtooth Blvd	Buhl			
		Buhl High	#1 Indian Territory	Buhl			
		Produce-Elem & High					
	Camas County	Fairfield	610 Soldier Rd.	Fairfield	Same		
Angela Rodriguez	Cassia	Produce-District	206 East 15th St	Burley	Warehouse	206 E 15th St.	
		Albion Elementary	401 West Market St	Albion			Burley
		Declo Elementary	120 E Main St.	Declo			
		Declo High	505 East Main St.	Declo			
		Dworshak Elementary	101 East 19th St.	Burley			
		John Evans Elementary	3000 Park Ave.	Burley			
		Mt. View Elementary	333 West 27th St.	Burley			
		Oakley Elementary	455 W Popular	Oakley			
		Raft River Elementary	140 West Center St.	Malta			
		White Pine Elementary	1900 Hiland Ave.	Burley			
		Burley Jr. High	700 West 16th St.	Burley			
Burley High School	2100 Park Ave.	Burley					
Cassia High School	101 West 16th St.	Burley					
Elaine Hape	Castleforsd	Castleforsd	500 Main St	Castleforsd	Same		
Shania Perkins	Dietrich	Dietrich	406 N Park	Dietrich	Same		
Ginger Fisher	Filer	Filer Elementary	700 Stevens Rd	Filer	Each location		
		Filer Intermediate	833 6th St.	Filer			
		Filer Middle	299 Hwy 30	Filer		Paper	299 Hwy 30
		Filer High	3915 Wildcat Way	Filer			(Behind MS)
Heather Castillo	Glenns Ferry	629 N. Bannock	Glenns Ferry	Glenns Ferry	Same		
Anji Branch	Gooding	Gooding Elementary/Middle	1045 7th Ave W	Gooding	Gooding High		
		Gooding High	1050 7th Ave W	Gooding			
LuAnne Coates	Hagerman	Hagerman Elementary	324 North 2nd Ave	Hagerman	Same		
Kari Bento	Hansen	Hansen	550 Main St. South	Hansen	Same		
Pam DeWitte	ILS	Immanuel Lutheran	2055 Filer Ave E	Twin Falls	Same		
Shellie Mason	ISDB	ISDB	1450 Main St.	Gooding	Same		
Vanessa Fitzsimons	Jerome	Jefferson Elementary	600 N Fillmore	Jerome	Warehouse	125 4th Ave W	
		Horizon Elementary	934 10th Ave E	Jerome			
		Frontier Elementary	525 S. Tiger Dr	Jerome			
		Summit Elementary	200 10th Ave W	Jerome			
		Jerome Middle	520 10th Ave W	Jerome			
		Jerome High	104 S Tiger Drive	Jerome			
Carla Hogue	Kimberly	Kimberly Elementary	311 Main St	Kimberly	Kimberly Elementary		
		Stricker Elementary	900 Polk St.	Kimberly			
		Kimberly Middle	525 Center St.	Kimberly			
		Kimberly High	885 Center St. West	Kimberly			
Crystal Tubbs	Twin Falls	Bickel Elementary	607 2nd Ave East	Twin Falls	TFSD Warehouse	1774 Eldridge Ave	
		Harrison Elementary	600 Harrison	Twin Falls			
		Lincoln Elementary	238 Buhl Street North	Twin Falls			
		Morningside Elementary	701 Morningside	Twin Falls			
		Oregon Trail Elementary	660 Park Ave	Twin Falls			
		Perrine Elementary	452 Caswell Ave West	Twin Falls			
		Sawtooth Elementary	1771 Stadium BLVD	Twin Falls			
		Pillar Falls Elementary	3105 Stadium BLVD	Twin Falls			
		Rock Creek Elementary	850 Federation Rd	Twin Falls			
		O'Leary Middle School	2350 Elizabeth BLVD	Twin Falls			
		Robert Stuart Middle School	644 Caswell Ave West	Twin Falls			
		South Hills Middle School	1550 Harrison St South	Twin Falls			
		Twin Falls High School	1615 Filer Ave East	Twin Falls			
		Magic Valley High School	512 Main Ave North	Twin Falls			
Canyon Ridge High School	300 North College Road West	Twin Falls					
Xavier Charter School	1218 North College Road West	Twin Falls					
Katie Rogers	Minidoka	Rupert Elementary	202 18th St	Rupert	Warehouse	429 12th St	
		Heyburn Elementary	1151 7th St	Heyburn			Rupert
		Acequia Elementary	350 N 350 E	Rupert			
		Paul Elementary	210 N First W St	Paul			
		East Minico Middle	1805 H St	Rupert			
		West Minico Middle	155 S 600 W	Paul			
		Minico High	292 W 100 S	Rupert			
		Mt. Harrison	1431 17th St	Heyburn			
District Service Center (DSC)	310 10TH St	Rupert					
Audrey Gray	Murtaugh	Murtaugh	500 W Boyd St.	Murtaugh	Same		
Karrie Giles	NVA	North Valley Academy	906 Main St	Gooding	Same		
Cynthia Rhodes	Richfield	Richfield	555 North Tiger Drive	Richfield	Same		
Ciara Naylor	Shoshone	Shoshone	61 E Hwy 24	Shoshone	Same		
Bernadette Chandler	Wendell	Wendell Elementary	232 N Boise Street	Wendell	Elementary		
		Wendell Middle	920 East Main	Wendell			
		Wendell High	850 East Main	Wendell			
		Produce-Elementary					

ATTACHMENT C:
MAGIC VALLEY COOPERATIVE MEMEBERSHIP AGREEMENT

This agreement is to define the cooperative purchasing group referred to as the Magic Valley Co-op. The name of the purchasing group shall be the Magic Valley Co-op, hereinafter referred to as the “MVC”. The member districts, schools or residential childcare centers hereby agree to cooperatively purchase upon the following terms and conditions:

1. The members of the MVC are duly constituted school districts or private schools, or within the state of Idaho operating non-profit food service programs.
2. The food service departments of the members will not contract for service of any kind with a for-profit food service management company. In the event, during the time the purchase agreement is in effect, any member’s food service function becomes contracted with or purchases services from a for-profit food service management company, that district will no longer be eligible to be a MVC member. Such a district will therefore no longer have access to the pricing provided by the MVC bid awards immediately after signing the agreement or purchasing the service. The members of the MVC have joined together for the purpose of requesting bids for the purchase of selected food and non-food supplies.
3. The MVC, 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.
4. All bid awards shall be in accordance with all state and federal laws and regulations.
5. No member of the MVC 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.
6. Members will be emailed the original bid award. The final approval of the bid award is the sole responsibility of the governing body of the individual members of MVC. Any and all contracts are entered into by the individual district, private schools or residential childcare centers.
7. The MVC bid season and this agreement shall be effective July 1 through June 30.
8. Each member is a representative of the MVC. As a representative, the member will:
 - a. Make good faith estimates of the quantity of each individual product that they expect to purchase during the bid cycle;
 - b. Complete projected numbers by required date established at the beginning of the bid cycle;
 - c. Attend the pre-bid meeting or coordinate preferences before the meeting
 - d. Attend the award meeting unless written prior notice is received
 - e. Comply with all reasonable distributor timelines and minimum or maximum order quantities;
 - f. Communicate and coordinate with all members of the MVC, including vendors, in a professional and courteous manner deemed by the MCV administrators;
 - g. Follow the complaint process, should there be an issue within MVC prevue;
 - h. Pay a \$30 membership fee to cover cost of legal printing;
 - i. Abide by the Code of Conduct as required by 2CFR Part 200.318 (c) (1).
9. Should a MVC member breach this agreement in any part, the MVC Administrators may place the district on a probationary period by notifying district of:
 - a. Item(s) of agreement breached;
 - b. Required resolution;
 - c. Timeline for resolution;
 - d. Results of nonresolution
 - i. Results may consist of but are not limited to: termination immediately, termination after bid cycle, additional membership agreement statues, continuance in membershipMultiple probations of a district may result in permanent membership termination.

**ATTACHMENT 1:
BID SUMITTAL**

FOOD BID **PAPER & CHEMICAL BID** **PRODUCE BID** **MILK BID**

SIGNED THIS _____ DAY OF _____, 2024.

NAME OF COMPANY _____

SIGNATURE OF PRINCIPAL OR OFFICER _____

PRINTED NAME AND TITLE _____

MAILING ADDRESS _____

CITY, STATE, ZIP CODE _____

PHONE (_____) _____ - _____ FAX (_____) _____ - _____

EMAIL _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) _____ - _____

<p>Historically Underutilized Business (HUB) Statement: Please indicate if you are a minority owned business under SBA 8(a) or a veteran-owned business? Under 2CFR200.321: Please indicate if you are a small business or a labor surplus firm.</p> <p align="center">{ }Minority Owned { }Woman Owned { }Veteran Owned { }Small Business { }Labor Surplus Firm</p>
--

**ATTACHMENT 2:
IDAHO/NATIONAL SEX OFFENDER REGISTRY**

Idaho Code §18-8329 prohibits any person who is registered or required to register under the Idaho Sex Offender Registration Act from being on school property if the person has reason to believe children under the age of 18 are present.

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

As a provider of goods and/or services for the MVC, your company and those in your employment are subject to this law and individual school district policy.

Please sign and return this letter confirming to the MVC that your company will prohibit any persons in your employ who are registered or required to register under the Idaho Sex Offender Registration Act from participation in company business with each school district within the MVC if such participation would require them to be present on school property. Further, by signing, you confirm that you have cross checked such employees against the Idaho Sex Offender Registry and the National Sex Offender Registry found at the following web links: www.isp.idaho.gov/sor_id/ or <http://www.nsopr.gov/>

In addition, by signing, you agree to provide MVC with a list of all employees assigned to work on individual schools within the MVC properties if your company is awarded the project and will provide updated lists if/when new employees are assigned to the project. Further, you agree to provide lists of all subcontractor employees to MVC and will provide updated lists if/when new subcontractor employees are assigned to the project. Please send the list of employees via email to krogers@minidokaschools.org or submit in person to Katie Rogers, at 429 12th Street, Rupert, ID 83350.

Company/Contractor Name (Print)

Signature of Company/Contractor Representative

Printed Name

Date

**ATTACHMENT 3:
CONTRACT/VENDOR AFFIDAVIT CONCERNING ALCOHOL AND DRUG-FREE
WORKPLACE**

STATE OF _____

COUNTY OF _____

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

Name of Contractor _____

Address _____

City and State _____

By: _____

(Signature)

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

NOTARY PUBLIC, residing at

Commission Expires

**ATTACHMENT 4:
BIDDER CERTIFICATION FORM**

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

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

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

Signed: _____

Name & Title: _____

Company: _____

Address: _____

City & State: _____

Date: _____

**ATTACHMENT 5:
AFTER HOURS KEY DROP AGREEMENT**

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

- Any damage to the product.
- Lock replacement or the cost of rekeying in the event that keys are lost or stolen.
- Immediately notifying SFA if there are problems with locks or keys.

Key drop delivery details are as follows:

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

School Food Authority responsibilities:

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

Signature _____

Vendor Representative _____

Date _____

SEALED BID LABEL

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

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

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

BIDDER'S NAME AND ADDRESS

MINIDOKA SCHOOL NUTRITION

ATTN: KATIE ROGERS/MVC

429 12TH STREET

RUPERT, ID 83350

SEALED BID-DO NOT OPEN BID:

PRIME VENDOR

OPENING DATE AND TIME: MAY 29th, 2024 2:00 pm