

Solicitation Audit Checklist

Proposal: RFP #24.3 - Whole Grain Rich Bread & Bread Products

Awarded Vendor(s): Bimbo Bakeries USA

Award Date: May 10, 2023 **Contract Number:** 24.3 - BBU

- ☒ 1 Legal Affidavit(s)
- ☒ 2 Release of Solicitation
- ☒ 3 Copy of Solicitation Documents
- ☒ 4 Copy of Questions & Answers
- ☐ ~~5 Copy of Addenda~~
- ☒ 6 Closed Notification
- ☒ 7 Notification Report
- ☒ 8 Access Report
- ☒ 9 Opening Record
- ☒ 10 Copy of Qualified Vendor Responses
- ☒ 11 Evaluation Summary & Recommendation
- ☐ ~~12 Copy of Rejection Letter~~
- ☒ 13 Copy of Award Letter(s)
- ☒ 14 Copy of Signed Contract(s)

*** Proof of Publication ***

State of North Dakota)
) SS:
County of Burleigh)

Before me, a Notary Public for the State of North Dakota personally

appeared Phil Seibel who being duly sworn, deposes and says that he (she) is the Clerk of Bismarck Tribune Co., and that the publication(s) were made through the

Bismarck Tribune on the following dates:

3/20/23, 3/27/23

Signed [Signature]

LAKES COUNTRY SERVICE COOP

Lori Mittelstadt

1001 E MOUNT FAITH

FERGUS FALLS MN 56537

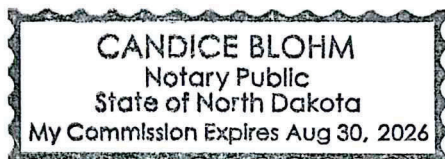
ORDER NUMBER 57243

Sworn and subscribed to before me this 31 day of

March 2023

Candice Blohm

Notary Public in and for the State of North Dakota



Notice to Vendors

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for RFP 24.3 – Whole Grain Rich Bread & Bread Products.

Specifications and forms may be obtained by registering for free with CPC on Public Purchase (www.publicpurchase.com).

Proposals must be uploaded to Public Purchase before 10 a.m. CT on April 18, 2023, and late proposals will not be considered.

3/20 & 27 - 57243

Section: Legals

Category: 5380 Public Notices

PUBLISHED ON: 03/20/2023, 03/27/2023

TOTAL AD COST: 58.40

FILED ON: 3/29/2023

AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA

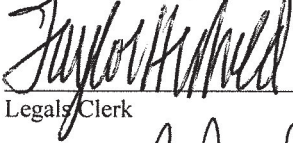
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COUNTY OF CASS

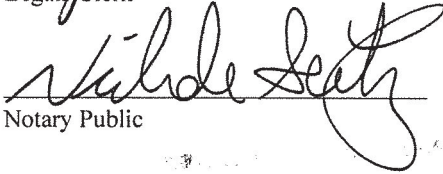
Taylor Herhold, The Forum of Fargo-Moorhead, being duly sworn, states as follows:

1. I am the designated agent of The Forum of Fargo-Moorhead, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.
2. The newspaper listed on the exhibit published the advertisement of: *Legal Notice; (2) time: Wednesday March 22, 2023, Wednesday March 29, 2023*, as required by law or ordinance.
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

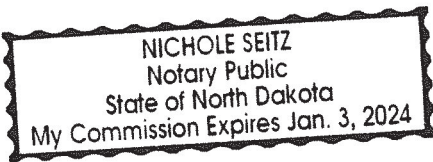
Dated this 29th day of March, 2023



Legals Clerk



Notary Public



Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for **RFP 24.3 – Whole Grain Rich Bread & Bread Products**. Specifications and forms may be obtained by registering for free with **CPC on Public Purchase** (www.publicpurchase.com). Proposals must be uploaded to Public Purchase **before 10 a.m. CT on April 18, 2023**, and late proposals will not be considered.
(March 22 & 29, 2023) 205155

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)



650 3rd Ave. S, Suite 1300 | Minneapolis, MN | 55488

Terri Swanson, being first duly sworn, on oath states as follows:

1. (S)He is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

<u>Dates of Publication</u>	<u>Advertiser</u>	<u>Account #</u>	<u>Order #</u>
StarTribune 03/20/2023	COOPERATIVE PURCHASING CONNECTION	1000337556	452662
StarTribune 03/27/2023	COOPERATIVE PURCHASING CONNECTION	1000337556	452662

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: **\$212.80**

5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

Terri Swanson

Subscribed and sworn to before me on: 03/27/2023

Diane E. Rak Kleszyk



Notary Public

From: [Public Purchase](#)
To: [Lisa Truax](#)
Cc: [Kristine Urbowicz](#); [Melissa Mattson](#)
Subject: [External]Release Successful on Bid RFP #24.3 - Whole Grain Rich Bread & Bread Products
Date: Monday, March 20, 2023 8:32:36 AM

Lisa M Truax:

Bid "RFP #24.3 - Whole Grain Rich Bread & Bread Products"
Status: Release Successful on Mar 20, 2023 8:32:29 AM CDT

You can check the released bid by going to the following address:
<http://www.publicpurchase.com/gems/bid/bidView?bidId=170010>

If you have any questions regarding this bid, please contact our Customer Support Staff at
agency support@publicpurchase.com

Thank you for using Public Purchase.

MK= V1JTiu2XAz7PCxR2Wq0IoQ==

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Proposals Requested by the **Cooperative Purchasing Connection**

RFP #24.3 - Whole Grain Rich Bread & Bread Products

Due: 10:00 a.m. CT on April 18, 2023

**Vendors will submit questions and proposals online via Public
Purchase (www.publicpurchase.com)**

RFP Facilitator:
Lisa Truax
Procurement Coordinator

Published in:
Star Tribune
Bismarck Tribune
Fargo Forum
Argus Leader

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I. Solicitation Description

The School Food Authorities (SFAs) listed in Appendix A, are seeking proposals from fresh bread distributors, herein Distributor, able to provide services of baking, ordering, warehousing, and delivery of whole grain rich bread and bread products for use in child nutrition programs. SFAs participating in this solicitation participate and follow the rules and regulations set forth in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) for their respective child nutrition programs.

The participating SFAs have entered into an Agreement with the Cooperative Purchasing Connection (CPC), a joint powers program of service cooperatives located in Minnesota and the North Dakota Educators Service Cooperative (NDESC), herein CPC, to facilitate the solicitation process on their behalf.

The SFAs receiving whole grain rich bread products and services under this solicitation and resulting Master Contract Agreement(s), herein Agreement, are federally funded programs operating under the authority of the United States Department of Agriculture (USDA). This solicitation and the subsequent Agreement(s) shall comply with 7 CFR Parts 210, 220, 225, 250, 2 CFR 200 and applicable cost circulars issued by the Office of Management and Budget (OMB) including A-87 Cost Principals, A -102 Administrative Requirements, and A -133 Audit Requirements.

In compliance with state procurement regulations, this solicitation is publicly advertised in the Star Tribune, Argus Leader, Fargo Forum, and Bismarck Tribune.

II. Responding Minimum Qualifications

All submissions must contain answers, responses and/or documentation to the information requested herein. Any submission failing to provide the required information/documentation may be considered non-responsive.

Distributors must demonstrate their ability, capacity, and available resources to provide fresh, whole grain rich (WGR) bread products and services to participating SFAs. Responding Distributors are required to communicate and demonstrate within their submittal that they have extensive knowledge, background, and at least five (5) years of K-12 school nutrition experience with obtaining, producing, delivering, and supporting the product lines offered.

Other factors will be used to determine if a Distributor's submittal and offer has proven to be of sound responsibility. Factors include, but are not limited to:

- A. Demonstration of knowledge and capacity of working within K-12 food distribution.
- B. Ability to obtain, produce, and deliver fresh bread products.
- C. Willingness to service participating SFAs.
- D. Ability to provide pricing tiers based on annual spend.

Distributor(s) must have adequate financial resources, or the ability to obtain such resources, to comply with the delivery requirements of this solicitation and participating SFA requests (taking into consideration existing business commitments).

CPC and the participating SFAs reserve the right to accept or reject Distributors failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

III. Purpose and Scope of Work

CPC and its participating SFAs are seeking responses from K-12 Food Distributors, herein Distributor, able to provide services of ordering, warehousing, and delivery of whole grain rich bread and bread

products for use in child nutrition programs across the upper Midwest. CPC **will not** require a responding Distributor to service all participating SFAs. Responding Distributors are encouraged to review the solicitation and its participating SFAs, and propose service to any or all districts in its geographical footprint. If offering to service a district, all locations/sites within the district must receive a delivery.

The contract(s) resulting from this solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). Historically, from July 2021, through December 2022, CPC participating agencies have purchased just over \$703,600 in whole-grain rich bread and bread products. All quantities or dollar values listed within this solicitation are estimates.

CPC aims to achieve cost savings for the participating SFAs through a single, competitive solicitation. This process eliminates a Distributor from responding to multiple quotes and proposals allowing the reduction of administrative and overhead costs through CPC's purchasing procedures. CPC will work closely with the Distributor(s) to market the contract not only to participating agencies but also to potential agencies where the contract would be an advantageous option for growing participation and purchases through the Distributor(s).

CPC is the facilitator of this solicitation and will manage the resulting Distributor contracts on behalf of the participating SFAs. SFAs with multiple offers will receive a copy of each Distributor proposal including CPC's evaluation and pricing comparison. SFAs with multiple offers will notify CPC of its decision. CPC will contract with the awarded Distributor(s) and the SFAs will be named in said Distributor contract.

IV. Category Terms and Conditions

An attempt has been made to standardize the language used in this solicitation. The words "must", "shall", "mandatory" and the phrase "it is required" are used in connection with a mandatory requirement. The words "should" and "may" are used in connection with a requirement that is desirable.

A. General

1. The Distributor must have access to a full inventory of the proposed product line(s) while maintaining a minimum monthly average fill rate of 97% or above. Items that are reordered, backordered, or partially filled are not considered filled items when calculating this service level.
2. The Distributor(s), when proposing to service a district, must provide product and service to all site locations as requested by the district and as outlined in the Pricing Schedule.
3. The Distributor must comply with Buy American requirements.
4. The Vendor must provide participating agencies who have questions, issues, and/or concerns with an efficient response, responding to agencies within one (1) business day.

B. Whole Grain-Rich Bread & Bread Products

1. All baked goods offered for the NSLP/SBP must meet the WGR criteria for the school nutrition programs, containing 100 percent whole grain or a blend of whole grain meal and/or flour and enriched meal and/or flour of which at least 51 percent is whole grain.
2. All grain products offered must be whole grain rich (WGR) and credited based on their per-ounce equivalent (OEG) grain standards.
 - a. This applies to various baked goods (bread, bagels, etc.): 16 grams of creditable grain ingredients provide 1 OEG credit.
3. Product Formulation Statements (PFS) for each product proposed must be included in the Distributor(s) submittal.
 - a. PFS documents must contain proper grain equivalency credits, the product name and item number clearly marked and labeled.

4. All WGR bread and bread products must conform to current production specifications and shall be fresh in product nature.
5. As current product specifications are a requirement, it is the Distributor's responsibility to inform CPC of ANY change to product formulation, nutrition analysis, item number, or pack size of the awarded product BEFORE the product is delivered as part of this contract. Failure to provide updated information to CPC may result in the product being removed from the approved product list.
6. The Distributor(s) shall notify CPC and all participating SFAs immediately of any product recalls.
 - a. The Distributor(s) will issue credit or offer a comparable substitute for any delivered, recalled product at the participating agency's discretion.
 - b. All costs associated with voluntary and involuntary product recalls will be borne by the Distributor(s).
7. Provide product samples, upon request, to the participating SFAs that have committed to the program. Samples must meet the participating agencies' approval.
8. For items not in stock, "special order" must be clearly stated on the order/pricing sheet.
9. Enriched bread products may be made available that participating SFAs can access for child nutrition program as well as catering and concession stand purposes. PFS documents must accompany all enriched product proposed.
 - a. For the 2023-2024 school year, USDA requires at least 80% of the grains served in school lunch and breakfast per week must be WGR.
 - b. For the 2024-2025 school year, USDA is proposing to either keep the 80% offering or move to a 1-day a week where schools may offer enriched grains. Final rule will prevail.
 - c. It may be advantageous for the Distributor(s) to offer enriched product (see Pricing Schedule).

C. Ordering

1. Responding Distributor(s) must offer multiple methods for order entry, to include, but not limited to sales representative, driver, phone, and online (web-based and/or mobile application).
2. Distributor(s) must provide advanced notice of an out or short on the SFAs order.
 - a. Approval by the Food Service Director must be obtained prior to making a product substitution.
3. All substitutions must be of equal or higher grade/quality (i.e. WGR product for WGR product). The Distributor(s) will need to contact the SFA if no matchable product is available.
 - a. Items that are substituted and not approved by the SFA have the right to be refused by the SFA and the SFA will not incur any costs association with a substitution that was not approved.
4. All substitutions, outs, and shorts must be clearly indicated on the delivery receipt and applicable invoice.

D. Pricing

1. Develop pricing tiers to be applied throughout a district (see Pricing Schedule).
 - a. Participating SFAs will be assigned a pricing tier by the responding Distributor, based on annual spend.
2. Pricing made in response to this solicitation is considered FIRM.
 - a. All pricing shall remain firm for either six (6) or twelve (12) months.
 - b. All pricing will be based on finished and delivered product.
3. Pricing must be guaranteed. Any requested for price adjustments must be for an equal guaranteed period or greater. Price adjustments will be handled as follows:
 - a. Written on company letterhead, clearly identifying the item(s) impacted by the change including the cause for the adjustment.

- b. Received via email by CPC, a minimum of 10 calendar days prior to the effective date of proposed changes.
 - c. Accompanied supporting documentation through quotes, invoices, or receipts proving costs have escalated.
- 4. The addition of new products pertaining to the scope of
- 5. Products will be evaluated by calculating the total cost per serving. This will equalize pack size variation from responding Distributor(s).
- 6. Provide pricing to participating SFAs that is lower than what a participating agency would receive if conducting the solicitation process on their own.
- 7. New products and services, pertaining to the scope of this solicitation, can be added during the contract term with 10 calendar days' notice, to CPC. These items shall meet or exceed all the specifications established in the solicitation and resulting contract. CPC reserves the right to accept or reject the request. CPC may direct the Vendor to remove products that do not meet the intent or are otherwise in conflict with the contract requirements.
- E. Delivery/Billing**
 - 1. There will be no minimum delivery requirements and no delivery fees/surcharges.
 - 2. The Distributor(s) will guarantee, at a minimum, one (1) delivery per week, per participating SFA, unless agreed upon between the participating SFA and awarded Distributor(s).
 - a. The requested number of deliveries is outlined in the Pricing Schedule.
 - b. Additional deliveries will be considered a "value-add".
 - 3. Products **must be** delivered in clean containers/trays and clean vehicles.
 - 4. All products shall be servable up to ten (10) days after the date of delivery.
 - 5. All deliveries are to be placed into the designated storage areas at each participating SFAs site location.
 - 6. The Distributor(s) must have the ability to deliver products to participating agencies during normal hours of operation on weekdays, at a mutually agreed upon day of the week and time of day.
 - 7. The Distributor(s) must issue credits for products that do not meet standards such as product quality, food safety, sanitation, and specification outlined in this solicitation. All products must be 100% guaranteed.
 - a. Bread and bread products that are found to be deficient in quality or defective in packaging to render the item unsuitable for its intended purpose, said products shall be replaced at the Vendor's expense within two (2) calendar days.
 - 8. In the event deliveries are not made, which results in loss of reimbursement fund for the child nutrition program, upon agreement between the Distributor(s) and the participating SFA, the total loss of reimbursement will be deducted from the invoice(s).
 - 9. Deliver and invoice all items directly to the participating SFAs.
 - 10. A delivery **receipt must** be provided at the time of delivery.
 - 11. Participating SFA personnel **must sign** all delivery receipts.
 - 12. Quantities, item descriptions, unit prices, date, order number, school site/name, and address **must be** on all receipts.
- F. Distributor Personnel**
 - 1. The Distributor(s) will maintain in current status, all federal, state, and local licenses, bonds, and permits required for the performance and delivery of all products and services in response to this solicitation.
 - 2. Drivers must be licensed and bonded and have a criminal background screening completed and passed prior to entering a school, paid by the awarded Distributor(s).
 - 3. Drivers and delivery personnel will act in a professional manner while on SFA property. Delivery personnel will be dressed in a clean company uniform.
- G. Participating SFAs**
 - 1. Allow SFAs to submit a Request to Join form, post-award, to join the program gaining access to program pricing. Request to Join forms will need approval from the Distributor(s) to join the program.

2. Participating SFAs, listed in this solicitation have signed a Master Agreement with CPC to participate in the resulting bread program for the 2023-2024 and 2024-2025 school years. Participating agencies will have the ability to renew their agreement with CPC, pending successful contract renewal between CPC and the awarded Distributor(s).

V. Method of Award

This solicitation will be evaluated based on the combined factors:

	Points Available
Minimum Qualifications	
<ul style="list-style-type: none"> Submission requirements. 	Pass/Fail
Technical Proposal (Questionnaire)	49
<ul style="list-style-type: none"> Company Background & Information – 8 points Financials & Level of Support – 2 points Industry-Specific Information – 36 points Substantial agreement to terms and conditions – 3 points 	
Pricing Proposal (Pricing Schedule)	51
2 Pricing – Whole Grain Rich Products (Core Products)	20
Bottom Line - Total Cost Per Serving	
<ul style="list-style-type: none"> Lowest cost per serving = Total Points Allowed Total cost per serving will be evaluated using the formula: Lowest Cost / Proposed Cost X Available Points = Points Issued 	
2 Pricing – Whole Grain Rich Products (Additional Products)	9
Combination of Total Cost Per Serving and Additional Products Offered	
WGR Firm-Thru	8
<ul style="list-style-type: none"> Annual (12 months) – 8 points Semi-Annual (6 months) – 4 points No pricing holds – 0 points 	
3 Pricing – Enriched Products	10
Combination of Total Cost Per Serving and Additional Products Offered	
Enriched Firm-Thru	4
<ul style="list-style-type: none"> Annual (12 months) – 4 points Semi-Annual (6 months) – 2 points No pricing holds – 0 points 	
Total Points	100

VI. Timeline

Date/Time	Event
March 20, 2023	Publication of RFP #24.3
April 6, 2023, at 10:00 a.m. CT	Deadline for Vendors to Submit Questions
April 18, 2023, at 10:00 a.m. CT	Deadline for Submission
May 10, 2023	Contact Vendor/Award(s) Made
July 1, 2023	Initial Start of Contract Term

VII. Solicitation and Submittal Procedures

Public Purchase: Public Purchase is an easy-to-use platform that provides respondents/vendors with automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit a response. All changes, updates, uploads, and downloads are time stamped and logged as part of the solicitation process.

Submittal: It is the responsibility of the respondent to be certain that the submittal has been uploaded to Public Purchase by the due date and time, as described in this solicitation.

Responses are to be submitted electronically via Public Purchase (www.publicpurchase.com). If the submittal has not completed its upload to Public Purchase by the due date and time, Public Purchase

and CPC will not accept the submittal. If any issues are encountered during the submission, respondents/vendors should contact support@publicpurchase.com or use the Public Purchase chat function to solve any technical issues.

For solicitation 24.3, a complete submittal must reflect the following uploaded and correctly labeled documents. Failure to submit the required documents in their completion or in the correct format may result in non-consideration. Any documents with inserted images of completed documents will not be accepted. Password protected submittals and oral or written proposals are invalid and will not receive consideration.

Document Title	How to be Submitted
1 RFP 24.3 – Whole Grain Rich Bread & Bread Products 2 General Terms and Conditions	<u>Do Not Submit with Response.</u> Retain for Your Records.
3 Questionnaire – Name of Company	Provided as Word document. Submit as one (1) PDF. Include certifications, if applicable.
4 Forms & Signatures – Name of Company	Provided as PDF. Submit as one (1) PDF, <u>signatures required.</u>
5 Pricing Schedule – Name of Company *Responding Distributors do not have to serve all participating SFAs.	Provided as Excel document. Submit as Excel document. *Nutritional statements must accompany all proposed product.
6 Certificate of Insurance (COI) – Name of Company • See Insurance for coverage requirements.	Submit as PDF. Respondent to provide.

Questions: Requests for additional information or questions shall be asked via Public Purchase for all participating respondents to see. CPC will respond accordingly via Public Purchase to all questions asked by the question deadline.

Addenda: Addenda are written instruments issued by CPC which modify or interpret the solicitation documents by additions, deletions, clarification, or corrections. Addenda issued by CPC will become a part of the specifications and will be made part of the contract/agreement. Addenda will be sent automatically upon CPC's response via Public Purchase. Addenda are logged and tracked within Public Purchase. Interpretations, corrections, or changes to the solicitation made in any other manner will not be binding, and respondents shall not rely upon such interpretations, corrections, and changes. No answers to questions or addenda will be issued later than seven (7) business days prior to the due date and time of the solicitation, except an addendum withdrawing the solicitation or one which includes postponement of the due date and time of the solicitation.

Correction of RFP Documents: Upon examination of the RFP documents, respondents shall promptly notify the RFP Facilitator of any ambiguity, inconsistency, or error, which they may discover. Any notification of ambiguity, corrections and/or requests for interpretation must be submitted, via Public Purchase, no later than seven (7) business days prior to the RFP opening. Interpretations, corrections, and changes to the documents will be made either by answers or an addendum. Answers and addenda will be sent to respondents via Public Purchase.

Deviations: Any deviations from specifications and requirements as written herein shall be clearly pointed out by the responding Distributor(s). Otherwise, it will be considered that products and services offered is in strict compliance with specifications and requirements, and the successful Distributor will be held responsible, therefore. Any deviations shall be explained in detail in the Questionnaire. However, no implication is made by CPC that deviations will be acceptable. The Distributor is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this solicitation.

Interpretation: This solicitation represents the basis for any award between a Distributor(s), CPC and its participating SFAs, and supersedes all prior offers, negotiations, exceptions, and understandings. The product information and data submitted by the Distributor(s) should be self-explanatory and not require any clarification or additional information.

Late Submissions: Submittals will not be allowed to be submitted or uploaded after the due date and time set by CPC. It is the respondent's responsibility to ensure that submittals are received by the due date and time listed.

Modifications or Withdrawal of a Proposal: A proposal may not be modified, withdrawn, or cancelled by the respondent for a period of one hundred-twenty (120) days following the due date and time of the proposal, as each responder so agrees in submitting a proposal. Prior to the due date and time of the proposals, any proposal submitted may be modified or withdrawn within the Public Purchase system. Withdrawn proposals may be resubmitted online via Public Purchase up to the due date and time designated for the proposal if they are fully in conformance with these Instructions to Respondents.

Rejection of Any or All Proposals: CPC and the participating SFAs reserve the right to reject any, and all bids/proposals, to waive any informality, or to accept/reject any items listed in the pricing schedule in the best interest of CPC and the participating SFAs.

Binding Contract: A response to this solicitation is an offer to contract with the CPC and the participating SFAs based upon the terms, conditions, scope of work, and specifications contained in this request. The respondent acknowledges that the Contract Offer & Award (see Forms & Signatures) binds the respondent(s) to all terms and conditions stated in this solicitation.

Contract Offer & Award: CPC is the facilitator of this solicitation and will manage the resulting Distributor contracts on behalf of the participating SFAs. SFAs with multiple offers will receive a copy of each Distributor proposal including CPC's evaluation and pricing comparison. SFAs with multiple offers will notifying CPC of its decision. CPC will contract with the awarded Distributor(s) and the SFAs will be named in said Distributor contract.

SFA Termination: Any participating SFAs may terminate its agreement, in whole or in part, for cause or convenience, at any time by written 60-day notice to the successful Distributor(s) and CPC stating the extent and effective date of termination. Upon receipt of notice of termination under the preceding sentence, the Distributor(s) and CPC must, unless otherwise directed by the SFA, stop work and acquisition of materials under the contract.

Contract Term: The term of the Agreement resulting from this solicitation will be from July 1, 2023, through June 30, 2025. There will be an optional renewal for a period lasting no longer than one (1) additional two-year term, based on successful performance. CPC and its participating SFAs may grant an extension under certain criteria and conditions.

Solicitation Debriefing: An unsuccessful Vendor may request a debriefing to be scheduled with CPC after the solicitation process has been completed and a Master Contract Agreement with the

Vendor(s) has been executed. A debriefing is a learning opportunity for the unsuccessful Vendor to learn about the solicitation process and what measures of their response could be improved. Vendors will not be debriefed on how their response compared to other responding Vendors.

VIII. Contract Terms and Conditions

Accuracy: Formulas included in the pricing schedule are embedded for the extension of per serving pricing and evaluation purpose. If either unit price, or extended price is obviously in error, and the other is obviously correct, the incorrect price will be disregarded. **DO NOT MAKE FORMULA CHANGES.** CPC will issue an amendment correcting the error if an error is discovered.

Administrative Fee: The Vendor will propose an administrative/management fee for this solicitation and resulting contract (see **Questionnaire**). This fee is used to cover CPC's program costs, including the cost of conducting the solicitation, continuing support and management of the contract, and marketing the contract to participating and potential agencies. Administrative fees shall be paid to CPC quarterly, within 20 business days after the end of each fiscal quarter.

Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to CPC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment.

Appropriated Funds: Any order issued by the SFAs because of this solicitation is contingent upon the availability of appropriated funds. If funds do not become available or are withdrawn, the participating SFAs reserve the right to cancel any order. All payments are dependent upon and subject to the availability of funds to the participating SFAs for the purpose set forth in the resulting agreement. Should any Contract formed hereunder be funded from SFA appropriations, and in the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under a Contract made pursuant to this solicitation, the SFA shall immediately notify the Distributor of such occurrence but the SFA shall have no further obligation as to such current or succeeding fiscal year and the Contract shall be null and void, except as to the portions of payment herein agreed upon for the funds which shall have been appropriated and budgeted.

Authorized Signature: For all documentation that requires signature, the signature provided must be that of the Owner, Partner, or Corporate Officer duly authorized to sign contractual agreements. Additionally, if requested by CPC, or the participating SFA, disclosure of corporate ownership information shall be submitted.

Insurance: Responding Distributor(s) must purchase, maintain, and provide certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment, and other insurance coverage required by and applicable to each of CPC's individual state's statutes and federal laws which proposed products and services will be offered and provided.

The Respondent must provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice (emailed) to CPC. The COI must be updated and emailed to CPC in PDF format upon coverage renewal.

The Respondent must meet the following, minimum coverage requirements:

- A. Commercial General Liability: \$1,000,000 per occurrence, \$2,000,000 general aggregate
- B. Automobile Liability: \$1,000,000 each accident
- C. Workers Compensation: \$100,000

Certificate Holder:
Cooperative Purchasing Connection
1001 E. Mount Faith Ave
Fergus Falls, MN 56537

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. **The Respondent must provide the COI with their submittal.**

Protests: All protests pertaining to the specifications of the solicitation must be delivered in writing and received by the RFP Facilitator no later than 4:00 p.m. CT on the third (3) business day before the opening of proposals. A protest shall be filed no later than three (3) business days after the opening of the proposals or if the protest is based on subsequent action of CPC, not later than three (3) business days after the aggrieved person knows or should have knowledge of the fact giving rise to the protests. Protests of an award will only be accepted by Vendors who have submitted a response to the solicitation. Respondents may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in the scoring by individual evaluators may not be protested. Protests not filed within the time specified above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed. Should such a protest reach arbitration and result in a loss, the Vendor will be borne to all costs, including CPC's legal fees. Protests shall include the following:

- A. Name, address and telephone number of protester;
- B. Original signature of the protester or its representative;
- C. Identification of the solicitation by RFP number;
- D. A detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested; and
- E. Any protest review and action shall be considered final with no further formalities being considered.

Sales Reports Required of the Vendor: The Vendor will provide CPC with a quarterly report listing the sales volume showing the total gross dollar volume of all purchases made by participating agencies, the administrative fee calculations, and the correlating savings incurred by participating agencies. CPC may also request reports on commonly purchased items or top-selling items to create or update a market basket or core list of commonly purchased items. All reports must be submitted in MS Excel within 20 business days after the end of each fiscal quarter, listing the following information:

- A. Name of purchasing agency.
- B. Total sales of purchasing agency.
- C. Administrative fee generated.

Title and Risk of Loss: The title and risk of loss for the requested items shall remain with the successful Distributor(s) until the items have been delivered and accepted.

Tie Bid: In the event of a tie on a specification or specified category, the deadlock will be decided by using the following order:

- A. The largest pack size with the lowest unit cost per serving.
- B. Manufacturer is verified as HUB Certified.
- C. All else being equal, by coin toss with a minimum of two CPC representatives present. All present, will witness and document by signature, the results of the coin toss.

Appendix A: Participating School Food Authorities

Alden-Conger Public Schools, MN
Alexandria Public Schools, MN
Ashby School, ISD #0261, MN
Badger School ISD 676, MN
Barnesville Public School, MN
Battle Lake Public School, MN
Belfield Public School, ND
Beulah Public School, ND
Bowman County School District # 1, ND
Braham Area Schools ISD#314, MN
Brandon Evansville School District 2908, MN
Breckenridge Public School, MN
Browns Valley School, MN
Burke Central Public School, ND
Campbell-Tintah School District, MN
Cannon Falls, MN
Cass Lake-Bena School District #115, MN
Cavalier Public School District, ND
Cedar Mountain, MN
Central Cass Public School, ND
Chokio Alberta Public School, MN
Clearbrook-Gonvick School District, MN
Cleveland Public School, MN
Climax-Shelly School, MN
Clinton-Graceville-Beardsley Schools, MN
Dover-Eyota Public Schools, MN
Fergus Falls Public Schools, MN
Fertile-Beltrami School, MN
Fessenden Bowdon, ND
Floodwood School #698, MN
Frazee Vergas School District #23, MN
Glenburn Public School, ND
Glenville-Emmons, MN
Goodhue School District, MN
Granada Huntley East Chain School District, MN
Grand Meadow Public Schools, MN
Greenbush Middle River School, MN
Hancock Public School, MN
Hankinson Public School, ND
Hazen Public Schools, ND
Henning Public School, MN
Heron Lake-Okabena School, MN
Hettinger School District, ND
Holy Redeemer Catholic School, MN
Jackson County Central, MN
Kindred Public School, ND
Kingsland Public Schools, MN
Kittson Central, MN
Lake Benton Elementary, MN
Lake City School District, MN
Lake of the Woods Public School, MN
Lakeview School, ISD #2167, MN

Lancaster Public School #356, MN
Lanesboro School, MN
Larimore Public School, ND
Loyola Catholic Schools, MN
Lynd Public School, MN
Mahnomen Public School, MN
Mankato Area Public Schools, MN
Maple River Schools ISD#2135, MN
Marshall County Central School, MN
Martin Count West School District, MN
McKenzie County School District, ND
Minnewaska Public Schools, MN
Mohall-Lonsford-Sherwood School Dist, ND
Nevis Public School District 308, MN
New York Mills #553, MN
Nicollet Public School 507, MN
Norman County East, ISD #2215, MN
North Shore Community School, MN
Oakes Public Schools, ND
Oberon School District, ND
Ortonville Public School, MN
Our Lady of Victory School, MN
Parkers Prairie School District 547, MN
Pelican Rapids, ISD #548, MN
Perham Dent School District #549, MN
Randolph Public School, MN
Red Lake County Central #2906, MN
Red Lake Falls School District, MN
Red Wing Public Schools, MN
Richland 44, ND
Rochester Central Lutheran School, MN
Rothsay Public School, MN
Russell-Tyler-Ruthton Schools #2902, MN
South Heart Public School, ND
South Koochiching/Rainy River ISD 363, MN
St. Clair Public School ISD 75, MN
St. Edward School - Minneota, MN
St. Joe's Devils Lake, ND
St. John's Academy - Jamestown, ND
St. Joseph's - Moorhead School, MN
St. Louis County Schools, MN
St. Mary's - Breckenridge, MN
St. Mary's Tracy, MN
St. Mary's Morris, MN
Stephen Argyle Central, MN
Strasburg Public School, ND
Thompson Public School, ND
Tracy Area Schools, MN
Tri County School, MN
Truman Public School # 458, MN
Ulen-Hitterdal Public School, MN
Underwood Public School, MN

United South Central, MN
Warren-Alvarado-Olso Public School, MN
Warroad Public School #690, MN
Waseca Public Schools, MN
Waterville-Elysian-Morristown District #2143, MN
West Central Area School District 2342, MN
Wheaton ISD #803, MN

Willow River ISD # 577, MN
Wilton Public School, ND
Windom Area Schools #177, MN
Worthington, ISD #518, MN
Yellow Medicine East Schools, MN
Zion Lutheran - Alexandria, MN

General Terms & Conditions

The Cooperative Purchasing Connection (CPC) may make amendments to the General Terms and Conditions when CPC determines that such amendments are in the best interest of its participants. Submittals by a Respondent certify that they have read the General Terms and Conditions and understand that they apply to all purchases under the resulting contract(s).

Alcoholic Beverages, Substance Use, and Weapons: A Vendor shall not permit its personnel or any subcontractor to possess upon school property any alcoholic beverages, illicit/non-prescribed drugs, tobacco products, or weapons. All personnel must follow all local substance rules and conduct (dress code, language, parking, etc.) policies while on school premises. Any actions involving, or possession of, any of the aforementioned items while on school property may cause a cancellation of any Agreement, at no cost to CPC and its participating SFAs. Criminal charges may apply.

Assignment: Any contract awarded under the conditions of this solicitation shall be for the use of organizations eligible for participation. In addition, any SFA wanting to participate, post award, shall be required to apply for inclusion to the program resulting from this RFP. All requests will be reviewed and approved by CPC. All requirements of this RFP will apply to all participating SFAs.

Audit: Under applicable law, the Vendor will agree that members of CPC's purchasing team may audit their records to establish that total compliance of the agreement is met. CPC will ask participating agencies for invoices showing purchases from the Vendor. The Vendor will agree to provide verifiable documentation of all purchases made by said agencies and will make every reasonable effort to resolve discrepancies fairly and equitably to the satisfaction of both CPC and the Vendor. CPC will require refunding of the agencies involved if any difference in price is found and will also require payment of any administrative fees due as a result of sales that were not listed on the sales report(s). CPC will give at least five (5) calendar days' notice of an audit. The audit will be conducted at a reasonable place and time.

Awarded Vendor: The Respondent(s) chosen to provide goods and/or services to participating SFAs.

Confidential Information: CPC is a public entity; the information contained in the proposals shall be considered public information under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 et. seq. No part of a proposal shall be treated as confidential unless so designated, by the Vendor submitting the proposal, as trade secret information having met the criteria under Minnesota Statutes § 13.37 Subd. 1(b) and other applicable laws. Any data claimed by the vendor submitting the proposal to be trade secret data must be marked "proprietary and confidential." Should a challenge occur to said Vendor's designation of data as "proprietary and confidential," the vendor shall indemnify and hold CPC harmless for any attorney's fees, costs, penalties, or losses associated with such designation. CPC makes no representations to any vendor regarding their designation of data as "proprietary and confidential." CPC designates the sales reports and administrative fee data, references in this solicitation, as confidential. Therefore, under no circumstances, release this data to any entity other than CPC. CPC, however, is a government entity, is required to, upon request of any individual organization; make this information available to the person(s) requesting to contact the CPC department.

Costs of Preparation: All costs associated with the preparation, development, or submission of a response or other offers will be borne by the Vendor. CPC will not reimburse any Vendor for such costs.

Entire Agreement: The Master Contract Agreement, shall constitute the entire and exclusive agreement between CPC and any vendor receiving an award. In the event of any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

- A. Each proposal will be received with the understanding that the acceptance, in writing, by contract or purchase order by the participating agency of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Vendor and the participating agency. This shall bind the Vendor to furnish and deliver at the prices following the conditions of the said accepted proposal and detailed specifications and the participating agency to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on purchase orders issued by the participating agency to the Vendor.
- B. No alterations or variations of the terms of the contract shall be valid or binding unless submitted in writing and accepted by CPC. All orders and changes thereof must originate from the participating agencies: no oral agreement or arrangement made by a contractor with an agency or employee will be considered to be binding on CPC and may be disregarded.
- C. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless
 1. Terminated prior to the expiration date by satisfactory delivery against orders of entire quantities, or
 2. Extended upon written authorization of CPC and accepted by the Vendor, to permit ordering of the unordered balances or additional quantities at the contract price following the contract terms, or
 3. Canceled by CPC following other provisions stated herein.
- D. It is mutually understood and agreed that the vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of CPC.
- E. If subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the Vendor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the Vendor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to CPC, and expressly accepted.

Federal Uniform Guidance: By entering into a contract, the Vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in Title 2 C.F.R. § 200 et. seq.

Fiscal Year: A fiscal year is defined as July 1 through June 30 of the following calendar year. The fiscal quarters end on September 30, December 31, March 31, and June 30.

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public enemy; pandemics; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-interventions-acts or failures; or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an over-sold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

A Manufacturer requesting relief under this provision must adhere to the following conditions prior to the price of any product being adjusted:

- A. A formal, written request for a price increase must be submitted by the Manufacturer to CPC prior to the price change taking effect. CPC must approve the request. The request will include the Force Majeure cause substantiating the reason the relief is being requested.
- B. Adequate documentation to substantiate the request must be included.
- C. Failure to comply with provisions of the Force Majeure shall be cause for a request to be denied.

Governing Law: This resulting contract award shall be interpreted and construed in accordance with and governed by the laws of the State of Minnesota.

Governing Venue: The resulting contract award shall be deemed to have been made and performed in Otter Tail County, Minnesota. All legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Otter Tail County, Minnesota.

Hold Harmless: All parties agree to hold the other harmless from any claims and demands of participating agencies which may result from the negligence of the other in connection with their duties and responsibilities under this agreement unless such action is a result of intentional wrongdoing of the other party.

Notices: Notices permitted or required to be given hereunder shall be deemed sufficient if given by written email addressed to the following recipients of the parties, or at such other addresses as the respective parties may designate by like notice from time to time. Notices so given shall be effective upon (a) receipt by the party to which notice is given. Notices shall be sent to the RFP Facilitator: Lisa Truax, ltruax@lcsc.org.

Patent Indemnification: The Vendor agrees to hold harmless CPC, its successors, assigns, customers, and the users of its products from any liability of any nature or kind for use of any copyrighted or copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract agreement, for which the contractor is not the patentee, assignee, or licensee.

Participating Agency: A participating agency shall be defined in accordance with the Minnesota Statutes M.S. §471.59, and M.S. §123A.21, Sub. 11, North Dakota Century Code Chapter 54-40.3, and South Dakota Statutes §5-18A-37. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that the entity is required to follow state and local procurement regulations.

Party: The name given to either organization who enters into a contractual agreement.

Record Retention and Access Clause: The Respondent shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the participating agencies throughout the term of the contract for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

The Respondent shall permit the Auditor of the State of Minnesota or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronics or optically stored and created records or other records of the Respondent relating to orders, invoices or payments or any other documentation or materials pertaining to the contract, wherever such records may be located during normal business hours. The Respondent shall not impose a charge for audit or examination of the Respondent's books and records. If an audit discloses incorrect billings or

improprieties, the State, the Cooperative Purchasing Connection and/or the participating agency reserve the right to charge the Respondent for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

Relationship of Parties: No contract agreement resulting from this solicitation shall be considered a contract of employment. The relationship between CPC and the Vendor is one of the independent contractors each free to exercise judgment and discretion concerning the conduct of their respective businesses. The parties do not intend the proposed contract agreement to create or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this solicitation, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

Respondent: A respondent has notified CPC of a desire to respond to the proposal and/or has submitted a proposal in response to this solicitation.

Rights and Obligations Upon Termination: Termination of the resulting contract award shall not release the party from the obligation to make payment of all amounts due and payable. Regardless of the cause, the Vendor must refrain from any activity which will create a negative relationship between participating agencies and CPC. Notification of termination to participating agencies shall not be made by the Vendor unless written approval has been received from CPC or its designee. Said approval shall include, but not be limited to, the content of the notice, its structure and timing. This will remain in effect for 60 days post-termination. When failure is deemed by the other party to be the result of willful and wanton negligence, it may result in a civil action against the first party. The Vendor will continue to provide warranty and product support as specified in their proposed response to the solicitation or by the manufacturer, whichever is greater, on all services purchased by participating agencies during the contract term. Upon termination, any website references and/or email accounts, created by either the Vendor or CPC and designed to promote the contract agreement resulting from this solicitation shall be terminated within 48 hours of the termination.

Safety Data Sheet (SDS): Documentation providing workers and emergency personnel with procedures for handling or working with a specific substance safely, and information such as physical data, toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures. SDS documentation must accompany all deliveries when required by federal, state and local laws.

Sales Representation and Marketing: The Vendor agree(s) to collaborate with CPC when requested to promote their DTM awarded product(s).

Sales Tax: Sales and other taxes **shall not** be included in the prices quoted. The Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each participating agency is responsible for verifying the tax-exempt status to the Vendor. When ordering, participating agencies must indicate that they are tax-exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Vendor resulting from this solicitation.

Severability: If any of the terms of this solicitation conflict with any rule of law or statutory provision or otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this agreement, and this agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions compromise an integral part of or are otherwise inseparable from, the remainder of the resulting agreement.

Termination: CPC reserves the right to terminate this contract, without penalty or recourse, in whole or in part, whereas termination is in the best interest of the participating agencies. The Parties may terminate the Agreement without cause by mutual written consent or by either Party with a minimum of 90 days written notice. The Vendor will not accept any new orders after the termination date specified in the notice. Participating SFAs will only be required to pay the Vendor for goods and services delivered before termination and not otherwise returned following the Vendor's return policy. If the participating SFA has paid the Vendor for goods and services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s). Any termination shall not affect projects that are in progress or in receipt of a purchase order (PO) at the time the termination is received. The Vendor shall be entitled to received just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed, and materials accepted before the effective date of the termination. The Vendor will not be reimbursed for any anticipated profit. CPC reserves the right to cancel, or suspend the use thereof, any contract resulting from this solicitation upon any one of the following events with the Vendor:

- A. Voluntary or involuntary bankruptcy or insolvency;
- B. Failure to remedy a material breach to the terms and conditions of this solicitation;
- C. Receipt of written information from any authorized agency finding activities the Vendor engaged in according to this solicitation to violate the law.

Termination for Default: If either Party is in default under this contract, it shall have an opportunity to cure the default within the time indicated, 10 business days, after it is given written notice of default to the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party shall have 10 business days to provide a satisfactory response. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder. CPC reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Vendor, or if the Vendor fails to comply with any contract terms and conditions or fails to provide adequate assurances of future performance.

In the event of termination for cause, CPC and its participating agencies shall not be liable to the Vendor for any amount of supplies or services not accepted, and the Vendor shall be liable to CPC and its participating agencies for any and all rights and remedies provided by law. If it is determined that CPC improperly terminated this contract for default, such termination shall be deemed a termination for convenience. CPC will issue written notice to the Vendor for acting or failing to act in any of the following:

1. The Vendor provides material that does not meet the specifications of the contract;
2. The Vendor fails to adequately perform the services set forth in the specifications of the contract;
3. The Vendor fails to complete the work required or to furnish the materials required within a reasonable amount of time;
4. The Vendor fails to make progress in the performance of the contract and/or gives CPC reason to believe that the Vendor will not or cannot perform to the requirements of the contract;
5. The Vendor fails to observe any of the terms and conditions of the contract.

USDA Nondiscrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages

other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
fax: (202) 690-7442; or
email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Waiver: No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

Questionnaire

RFP #24.3 – Whole Grain Rich Bread & Bread Products

Instructions

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). While some information is informational, some will be used during the evaluation process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. HUB certification documentation).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled "**3 Questionnaire – Name of Company**".
5. Submit the Questionnaire in Public Purchase.

The following sections will need to be completed before submission and submitted as a single PDF titled "3 Questionnaire – Name of Company":

1. [Company Information & Background](#)
2. [Financials & Level of Support](#)
3. [Industry-Specific Information](#)
4. [Exceptions/Deviations](#)
5. [Criminal Background Check Statement](#)
6. [Food Recall Policy/Procedure Summary](#)
7. [Distributor HACCP](#)
8. [Business Type/Classification](#)

Company Information & Background

Name of Company: _____

Company Address: _____

City, State, Zip: _____

Provide the following company contacts that will be working with this anticipated contract. Include name, title, email, and phone number(s).

	Name	Title	Email	Phone
Sales Manager				
Contract Manager				
Customer Service Manager				

List who will be responsible for receiving updated participation lists.

Name	Email	Phone

List who will be responsible for submitting sales reports and administrative fee payments every quarter.

Name	Email	Phone

List who will be responsible for conducting audits as requested by CPC.

Name	Email	Phone

1. Provide a brief background of your company, including the year it was founded. Note, Respondents must have at least five (5) years of K-12 school nutrition experience with obtaining, producing, delivering, and supporting the product lines being offered.

Click or tap here to enter text.

2. Describe how your company plans to inform and train account managers, sales representatives, delivery drivers, etc. on the terms and conditions of the potential resulting contract.

Click or tap here to enter text.

3. Describe your company's logistics (locations, experience, production, distribution of products, warehouse inventories and delivery systems used) that should be considered in your ability to deliver on-time quality products to participating SFAs.

Click or tap here to enter text.

4. Describe the number of SFAs your organization, on average, provides whole-grain rich bread products for each year in CPC's geographical region?

Click or tap here to enter text.

Financials & Level of Support

5. Describe the percentage of your company's revenue that is derived from K-12/school related bread products in CPC's geographical region.

Click or tap here to enter text.

- 6. Describe your company's allowed methods for payment and if any fees are assessed for those methods. Describe how your company works with agencies to determine payment terms.**

Click or tap here to enter text.

- 7. Describe what administrative fee your company is willing to pay for the administration/management of the resulting contract. This fee will be paid quarterly, for each participating SFAs.**

Click or tap here to enter text.

Industry-Specific Information

- 8. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, delivery, technology, and product line.**

Click or tap here to enter text.

- 9. Describe your company's hierarchy or chain of command from delivery drivers to management that will work with this contract/program.**

Click or tap here to enter text.

- 10. Describe how your company ensures that the products offered to K-12 participating agencies meet the NSLP/SBP child nutrition requirements.**

Click or tap here to enter text.

- 11. If awarded, describe how your company plans to onboard the participating agencies to your system/company. Describe the process, communication, and outreach. Describe how they will learn to place orders, discuss delivery options/schedule, pay invoices, etc.**

Click or tap here to enter text.

- 12. Describe how your company determines how many deliveries, per week, a participating SFA is eligible for. Describe what guarantees are made (quality, freshness) if delivery options are limited.**

Click or tap here to enter text.

- 13. Describe the ordering process from order placement, including methods, to receipt of order. Describe backorders, selection, availability restrictions, delivery, lead time, etc.**

Click or tap here to enter text.

- 14. Describe your company's quality assurance and control processes for products and services that will be provided under the resulting contract (i.e. sanitizing of trays, product quality) including how issues are handled when it comes to deficient product and low-quality service.**

Click or tap here to enter text.

- 15. Describe how and to whom K-12 food personnel should address issues with regarding subpar product, delivery, etc. for quick resolution. Describe the resolution process and communication points in said process.**

Click or tap here to enter text.

- 16. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing services through your company. Describe any "value-adds" that are exclusive to CPC and the potential resulting contract.**

Click or tap here to enter text.

Exceptions & Deviations

- List any additional stipulations and/or requirements your company requests that are not covered in the solicitation.**

Click or tap here to enter text.

List any exceptions your company is requesting to the terms outlined in the solicitation. Respondents must include the following when requesting exceptions:

- **RFP section number and page number.**
- **Describe the exception.**
- **Explanation of why this is an issue.**
- **A proposed alternative to meet the needs of participating SFAs and CPC.**

Click or tap here to enter text.

Criminal Background Check Statement

Criminal background checks must be conducted on any personnel accessing SFA or school district property. No one with a history of child abuse or sexual assault will be allowed to access any school property. Provide a letter or statement explaining your (Distributor's) policy and procedures regarding background checks on employees.

Click or tap here to enter text.

Food Recall Policy/Procedure Summary

The U.S. food service industry is the safest in the world, but issues surface from time to time requiring fast and effective communication to recall a product that has been deemed unsafe. Provide a summary or an accessible web-link explaining your (Distributor's) policy and response procedures on addressing a Food Recall issue from the time of notification, identification of product, notification of SFAs and follow up action.

Click or tap here to enter text.

Distributor HACCP

Distributors must provide a summary or include an accessible web link of their current approved Hazard Analysis Critical Control Point (HACCP) plan describing their current food safety program/practices.

Click or tap here to enter text.

Business Type/Classification

Companies that have been certified as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding. **If the below does not apply to your company, skip this section.**

Yes, I certify by checking below that my company has been certified in one (1) or more business type classifications shown below, and I have attached a copy of certification to this form.

***Required documentation in PDF format is required to confirm classification.**

x	Business Type/Classification
<input type="checkbox"/>	8(a) 8(a) Qualified Business
<input type="checkbox"/>	DBE Disadvantaged Business Enterprise
<input type="checkbox"/>	HUB Historically Underutilized Business Zone
<input type="checkbox"/>	MBE Minority-Owned Business Enterprise
<input type="checkbox"/>	MWBE Minority Women-Owned Business Enterprise
<input type="checkbox"/>	SBE Small Business Enterprise

x	Business Type/Classification
<input type="checkbox"/>	SDB Small Disadvantaged Business
<input type="checkbox"/>	SDVOB Service-Disabled Veteran Owned Business
<input type="checkbox"/>	SSV Sole Source Vendor
<input type="checkbox"/>	VBE Veteran-Owned Business Enterprise
<input type="checkbox"/>	WBE Woman-Owned Business Enterprise
<input type="checkbox"/>	Other; list name:

Forms & Signatures

RFP #24.3 – Whole Grain Rich Bread & Bread Products

Instructions

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC).

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled "**4 Vendor Forms & Signatures – Name of Company**".
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

The following sections will need to be completed prior to submission and submitted as a single PDF titled "4 Forms & Signatures – Name of Company":

1. [Assurance of Non-Collusion](#)
2. [USDA Lobbying Certificate](#)
3. [USDA Debarment and Suspension](#)
4. [Uniform Guidance "EDGAR" Certification Form](#)
5. [Contract Offer & Award](#)

Assurance of Non-Collusion

Instructions: Review and complete the form below.

Neither the Distributor nor any business entity represented by the Distributor has received compensation for participation in the preparation of the specifications or the terms and conditions related to this solicitation.

This solicitation has been arrived at independently and is submitted without collusion with any other Distributor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Distributor an unfair advantage over any other Distributor with respect to this solicitation.

The Distributor has not accepted, offered, conferred or agreed to confer, and will not in the future accept, offer, confer, or agree to confer any benefit or anything of value to any person or entity related to the participating SFAs or any of its members in connection with any information or submission related to this solicitation, any recommendations, decision, vote or award related to this solicitation, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this solicitation.

Neither the Distributor, nor any business entity represented by the Distributor, nor anyone acting for such business entity, has violated Federal or State Antitrust Laws with regard to this solicitation; furthermore, this solicitation has not been knowingly discussed with nor disclosed to, and will not be knowingly discussed with nor disclosed to another Distributor, competitor, potential competitor or participating SFA officials or personnel whose SFA is not a member of CPC, prior to the solicitation opening.

No attempt has been or will be made to induce any other person or entity to submit or to not submit a solicitation.

Signature of Authorized Person

Date

Company Name

Printed Name

Phone/Email

Title

USDA Lobbying Certification

CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer 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.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Authorized Person

Date

Company Name

Printed Name

Phone/Email

Title

USDA Debarment & Suspension

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction. According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions Before Completing Certification)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Authorized Person

Date

Company Name

Printed Name

Phone/Email

Title

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared

ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Uniform Guidance “EDGAR” Certification Form

200 CRF Part 200

Instructions: When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Vendors submitting proposals must complete this EDGAR Certification form regarding the Vendor’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the Vendor’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Vendor fails to complete any item of this form, CPC will consider and may list the response, as the Vendor is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Vendor using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Vendor default are included in CPC’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as CPC’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the Vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Vendor’s return policy. If the participating agency has paid the Vendor for goods and services provided as the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Vendor, the participating agency’s provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Vendor agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of wage determination.

Vendor further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Vendor Certification (By Item)	<u>Vendor Certification:</u> YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		

Signature of Authorized Person

Date

Company Name

Printed Name

Phone/Email

Title

Contract Offer & Award

Part I: Respondent/Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Specifications, and being familiar with all conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

Company Name	_____	Date	_____
Address	_____	City, State, Zip	_____
Contact Person	_____	Title	_____
Authorized Signature	_____	Title	_____
Email	_____	Phone	_____

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the goods and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to 24 months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional two-year term, based on successful performance. CPC may grant an extension under certain criteria and conditions.

Agency	_____	Authorized Signature	_____
Name	_____	Title	_____
Awarded this	_____	day of	_____
		Contract #	_____
Contract/Agreement to Commence	_____		

Pricing Schedule Intro/Instructions

***Please note this workbook has multiple worksheets/tabs.**

This workbook contains multiple spreadsheets/tabs relating to this solicitation. Follow the directions listed below as it pertains to your proposal. All pages have been formatted to print to one (1) page width. **DO NOT** adjust any formulas or add columns to the workbook.

Company Name:

Instructions

- 1 Enter your Company's (Distributor) name in the yellow box/line above. This will auto-fill to all remaining worksheets/tabs in this workbook.
- 2 Review the workbook and it's multiple worksheets/tabs. Worksheets/tabs have been broken down for ease of use.
- 3 Respond with the requesting information. Refer to the solicitation for additional guidance. Ask questions in Public Purchase if you have any regarding the pricing form or solicitation. If you do not agree with a requirement, see Exceptions & Deviations in the Questionnaire.

2 Pricing - Whole Grain Rich Products

- 1 **This pricing form is REQUIRED**
- 2 Read and review the product specifications for whole-grain rich (WGR) bread products.
- 3 Respond to the minimum required offering of WGR products being requested by participating SFAs.
- 4 Provide one (1) to three (3) pricing tiers based off annual spend in **columns K, M, and O**.
- 5 Confirm price hold - Firm through 6 or 12 months in **column Q**.
- 6 Provide any specific notes/comments if necessary
- 7 Add any additional WGR options which will be considered a value-add to the bottom section of the pricing form.
- 8 Submit all required nutritional information for each proposed product. Each nutritional document must contain the Vendor Item #.

3 Pricing - Enriched Products

- 1 **This pricing form is considered OPTIONAL, but highly recommended.**
- 2 Respond with the required information.
- 3 Provide one (1) to three (3) pricing tiers based off annual spend in **columns G, I and K**.
- 4 Confirm price hold - Firm through 6 or 12 months in **column M**.
- 5 Provide any specific notes/comments if necessary
- 6 Submit all required nutritional information for each proposed product. Each nutritional document must contain the Vendor Item #.

4 Minnesota SFAs

- 1 **This pricing form is REQUIRED, if proposing to service any SFA in MN. Complete the form for those you propose to service.**
- 2 Read and review the SFAs requesting service. SFA/District Name, Delivery Sites/Addresses, Preferred Ordering Method, Preferred Number of Deliveries, and average Annual Spend have been provided.
- 3 Enter the pricing tier that will apply to the districts (all sites within a district) your company is willing to service in **column G**.
- 4 Provide the assigned sales representatives contact information for each SFA in **columns H-J**.

Reminder, it is not required to service all schools listed on this worksheet/tab.

5 North Dakota SFAs

- 1 **This pricing form is REQUIRED, if proposing to service any SFA in ND. Complete the form for those you propose to service.**
- 2 Read and review the SFAs requesting service. SFA/District Name, Delivery Sites/Addresses, Preferred Ordering Method, Preferred Number of Deliveries, and average Annual Spend have been provided.
- 3 Enter the pricing tier that will apply to the districts (all sites within a district) your company is willing to service in **column G**.
- 4 Provide the assigned sales representatives contact information for each SFA in **columns H-J**.

Reminder, it is not required to service all schools listed on this worksheet/tab.

Pricing Schedule Submittal

- 1 Save your completed pricing schedule, in Excel format, with the name of your company.
Example: 5 Pricing Schedule - Vendor Name
- 2 Upload your pricing schedule and all applicable nutritional information to Public Purchase.

2 Pricing - WGR Products

Cooperative Standard/Provided		Vendor Entry/Information															
Product Specification	Item Number	Product Name/Description	Product Formulation Statement	Packs Per Case/Flat	Usable Servings Per Pack	Ounce Equivalent Grain (OEG)	Whole Grains Per Serving [g]	Sodium Per Serving [mg]	Sodium (mg)	Tier 1 Pricing	Tier 1 - Cost Per Serv.	Tier 2 Pricing	Tier 2 - Cost Per Serv.	Tier 3 Pricing	Tier 3 - Cost Per Serv.	Firm Thru 6 mo. 12 mo.	Comments/Notes
Sliced Sandwich Bread. Whole grain rich, minimum 51% or > whole grain by weight, sliced loaf, min. of 22 usable slices per loaf, min. 1 OEG per serving, no trans fat, sodium not to exceed 130 mg per serving.											#DIV/0!		#DIV/0!		#DIV/0!		
Hot Dog Bun. Whole grain rich, minimum 51% or > whole grain by weight, 6" hinge-sliced hot dog bun, bulk packaged, min. 2 OEG, no trans fat, sodium not to exceed 250 mg per serving.											#DIV/0!		#DIV/0!		#DIV/0!		
Hamburger Bun. Whole grain rich, minimum 51% or > whole grain by weight, 4" sliced round, bulk packaged, min. 2 OEG per serving, sodium not to exceed 260 mg per serving.											#DIV/0!		#DIV/0!		#DIV/0!		
Hoagie/Steak Bun. Whole grain rich, minimum 51% or > whole grain by weight, 6" rectangular in shape, slab-sliced, bulk packaged, min. 2.5 OEG per serving, no trans fat, sodium not to exceed 330 mg per serving.											#DIV/0!		#DIV/0!		#DIV/0!		
Dinner Roll. Whole grain rich, minimum 51% or > whole grain by weight, uniform in conformity, slab-sliced, bulk packaged, min. 1 OEG per serving, no trans fat, sodium not to exceed 140 mg per serving.											#DIV/0!		#DIV/0!		#DIV/0!		
											#DIV/0!	#DIV/0!		#DIV/0!			
Additional WGR Items Available																	
	Item Number	Product Name/Description	Product Formulation Statement	Packs Per Case/Flat	Usable Servings Per Pack	Ounce Equivalent Grain (OEG)	Whole Grains Per Serving [g]	Sodium Per Serving [mg]	Sodium (mg)	Tier 1 Pricing	Tier 1 - Cost Per Serv.	Tier 2 Pricing	Tier 2 - Cost Per Serv.	Tier 3 Pricing	Tier 3 - Cost Per Serv.	Firm Thru 6 mo. 12 mo.	Comments/Notes
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3 Pricing - Enriched Products

Vendor Entry/Information	
Vendor Name	Vendor Address
Vendor Phone	Vendor Email
Vendor Website	Vendor Tax ID
Vendor Status	Vendor Type
Vendor Rating	Vendor Category
Vendor Notes	Vendor Comments

[illegible]

4 Minnesota SFAs

						VENDOR ENTRY/INFORMATION			
District Name	State	Delivery Site Names, Address	Preferred Ordering Method	Request # of Deliveries (per week)	2021-2022 Annual Spend	Pricing Tier	Assigned Rep	Phone	Email
Alden-Conger Public Schools	MN	215 NORTH BROADWAY ALDEN MN. 56009	Phone	1x Per Week	\$ 4,625.00				
Alexandria Public Schools	MN	4300 Pioneer Rd SE, Alexandria, 56308	Online	2x Per Week	\$ 11,750.00				
Alexandria Public Schools	MN	510 McKay Avenue North, Alexandria, 56308		2x Per Week					
Alexandria Public Schools	MN	20 North Douglas Ave, Carlos, MN 56319		2x Per Week					
Alexandria Public Schools	MN	303 Sanstead St. East, Garfield, 56332		2x Per Week					
Alexandria Public Schools	MN	1120 Lark Street, Alexandria, 56308		2x Per Week					
Alexandria Public Schools	MN	271 Dale Ave, Miltons, 56354		2x Per Week					
Alexandria Public Schools	MN	Voyager Elementary, 203 Voyager Drive, Alexandria		2x Per Week					
Alexandria Public Schools	MN	Woodland Elementary, 1410 South McKay Avenue, Alexandria		2x Per Week					
Alexandria Public Schools	MN	St. Mary Elementary 421 Hawthorne Street, Alexandria		2x Per Week					
Ashby School ISD #0261	MN	300 Birch Ave, Ashby MN 56309	Online	2x Per Week	\$ 2,686.00				
Badger School ISD 676	MN	110 Carpenter Avenue, Badger, MN 56714	Paper	1x Per Week	\$ 3,500.00				
Barnesville Public School	MN	302 3rd St SE, Barnesville, MN 56514	Online	1x Per Week	\$ 5,201.00				
Barnesville Public School	MN	310 5th St SE, Barnesville, MN 56514		1x Per Week					
Battle Lake Public School	MN	402 Summit Street West (Door N) Battle Lake, MN 56515	With Driver	1x Per Week	\$ 2,800.00				
Braham Area Schools ISD#314	MN	531 Elmhurst Ave. S. Braham, MN 55006	Online	1x Per Week	\$ 3,200.00				
Braham Area Schools ISD#314	MN	528 - 8th St. SW. Braham, MN 55006		1x Per Week					
Brandon Evansville School District 2908	MN	206 Third Street W Brandon MN 56315	With Driver	1x Per Week	\$ 2,700.00				
Brandon Evansville School District 2908	MN	123 2nd Ave Evansville MN 56326		1x Per Week					
Breckenridge Public School	MN	810 Beede Avenue, Breckenridge 56520	With Driver	2x Per Week	\$ 5,458.00				
Breckenridge Public School	MN	710 13th St N, Breckenridge, 56520							
Browns Valley School	MN	118 Church Street, Browns Valley, MN 56219	With Driver	1x Per Week	\$ 2,900.00				
Campbell-Tintah School District	MN	430 Connecticut Ave, Campbell, MN 56522	With Driver	2x Per Week	\$ 1,600.00				
Cannon Falls	MN	820 E. Minnesota Street, Cannon Falls, MN 55009	With Driver	1x Per Week	\$ 4,350.00				
Cannon Falls	MN	1020 E. Minnesota Street, Cannon Falls, MN 55009							
Cass Lake-Bena School District #115	MN	15 4th St. NW, Cass Lake, MN 56633	With Driver	2x Per Week	\$ 7,700.00				
Cass Lake-Bena School District #115	MN	15314 State 371 NW, Cass Lake, MN 56633							
Cass Lake-Bena School District #115	MN	15308 State 371, Cass Lake, MN 56633							
Cedar Mountain	MN	207 Gallager Ave., Morgan, MN 56266	Driver	1x Per Week	\$ 4,225.00				
Cedar Mountain	MN	230 3rd Ave East, Franklin, MN 55333	Driver	1x Per Week					
Chokio Alberta Public School	MN	311 1st ST W, Chokio, MN 56221	With Driver	1x Per Week	\$ 1,850.00				
Clearbrook-Gonvick School District	MN	16770 Clearwater Lake Road, Clearbrook, MN 56634	With Driver	2x Per Week	\$ 1,350.00				
Cleveland Public School	MN	400 6th Street, Cleveland, MN 56017	Online	1x Per Week	\$ 1,809.00				
Climax-Shelly School	MN	111 E Broadway Climax, MN 56523	With Driver	1x Per Week	\$ 1,900.00				
Clinton-Graceville-Beardsley Schools	MN	712 3rd St., Graceville, MN 56211	With Driver	2x Per Week	\$ 2,500.00				
Clinton-Graceville-Beardsley Schools	MN	601 1st St., Clinton, MN 56225							
Dover Eyota Public Schools	MN	27 Knowledge Roade SE, Eyota, MN	online	1x Per Week	\$ 6,100.00				
Dover Eyota Public Schools	MN	615 South Avenue SW, Eyota, MN	online	1x Per Week					
Fergus Falls Public Schools	MN	601 Randolph, Fergus Falls, 56537	Online	2x Per Week	\$ 12,750.00				
Fertile-Beltrami School	MN	210 south Mill St Fertile, MN 56540	With Driver	1x Per Week	\$ 6,975.00				
Floodwood School #698	MN	115 4th Ave Floodwood, MN 55736	With Driver	1x Per Week	\$ 800.00				
Frazee-Vergas School District #23	MN	305 N Lake Street, Frazee, Mn 56544	Online	1x Per Week	\$ 1,500.00				
Frazee-Vergas School District #23	MN	Elementary - Hickory Avenue, Frazee, MN 56544		1x Per Week					
Glenville-Emmons	MN	230 5th Street SE, Glenville, MN 56036	Email	1x Per Week	\$ 2,500.00				
Glenville-Emmons	MN	240 2nd Avenue SW, Glenville, MN 56036	Email	1x Per Week	\$ 2,500.00				
Goodhue School District	MN	510 Third Avenue, Goodhue, MN 55027	With Driver	2x Per Week	\$ 6,100.00				
Granada Huntley East Chain School District	MN	301 Reynolds Street, Granada, MN 56039	With Driver	1x Per Week	\$ 2,375.00				
Grand Meadow Public Schools	MN	710 4th Ave NE, Grand Meadow, MN 55936	Online	2x Per Week	\$ 2,750.00				
Greenbush Middle River School	MN	401 Park Avenue W., PO Box 70, Greenbush, MN 56726	Text	1x Per Week	\$ 3,800.00				

Hancock Public School	MN	371 Hancock Avenue, Hancock, MN 56244	With Driver	1x Per Week	\$ 3,500.00				
Henning Public School	MN	500 School Ave., Henning, MN 56551	With Driver	1x Per Week	\$ 2,075.00				
Heron Lake Okabena School	MN	321 Stearns Ave, Heron Lake, MN 56137	Online	1x Per Week	\$ 3,475.00				
Heron Lake Okabena School	MN	124 North Minnesota Ave, Okabena, MN 56161		1x Per Week					
Holy Redeemer Catholic School	MN	501 S. Whitney St., Marshall, MN 56258	Online	1x Per Week	\$ 2,050.00				
Jackson County Central	MN	1128 North Highway, Jackson, MN 56143	Online	2x Per Week	\$ 7,500.00				
Jackson County Central	MN	703 Mill Road E., Lakefield, MN 56150	Online	2x Per Week					
Jackson County Central	MN	820 Park St, Jackson, MN 56143	Online	2x Per Week					
Kingsland Public Schools	MN	705 North Section Ave., Spring Valley, MN 55975	With Driver	1x Per Week	\$ 6,000.00				
Kittson Central	MN	444 Ash Avenue, Hallock, MN, 56728	Text	2x Per Week	\$ 2,600.00				
Lake Benton Elementary	MN	101 S Garfield St., Lake Benton, MN 56149	With Driver	1x Per Week	\$ 600.00				
Lake City School District	MN	1156 W Lakewood Ave, Lake City, MN 55041	With Driver	1x Per Week	\$ 17,000.00				
Lake City School District	MN	300 S Garden St, Lake City, MN 55041	With Driver	1x Per Week					
Lake of the Woods Public School	MN	236 15th Ave SW, Baudette, MN 56623	Online	2x Per Week	\$ 3,345.00				
Lakeview School, ISD #2167	MN	875 Barstad Road, Cottonwood, MN 56297	With Driver	2x Per Week	\$ 4,600.00				
Lancaster Public School #356	MN	401 Central Ave, Lancaster, MN 56735	With Driver	1x Per Week	\$ 1,850.00				
Lanesboro School	MN	100 Kirkwood St. E, Lanesboro, MN 55949	With Driver	2x Per Week	\$ 4,108.00				
Loyola Catholic Schools	MN	145 Good Counsel Dr., Mankato, MN 56001	With Driver	1x Per Week	\$ 4,814.00				
Lynd Public School	MN	106 ST. ALBANS ST, LYND, MN 56157	With Driver	1x Per Week	\$ 2,350.00				
Mahnomen Public School	MN	310 W. Madison Avenue, Mahnomen, MN 56557	With Driver	1x Per Week	\$ 6,000.00				
Mankato Area Public Schools	MN	1900 Howard Dr, North Mankato, MN 56003	Online	2x Per Week	\$ 33,800.00				
Mankato Area Public Schools	MN	441 Monroe Ave, North Mankato, MN 56003	Online	1x Per Week					
Mankato Area Public Schools	MN	1524 Hoover Dr, North Mankato, MN 56003	Online	1x Per Week					
Mankato Area Public Schools	MN	320 Garfield Ave, North Mankato, MN 56003	Online	1x Per Week					
Mankato Area Public Schools	MN	2600 Hoffman Rd, Mankato, MN 56001	Online	2x Per Week					
Mankato Area Public Schools	MN	1000 N Broad, Mankato, MN 56001	Online	1x Per Week					
Mankato Area Public Schools	MN	100 James Ave, Mankato, MN 56001	Online	1x Per Week					
Mankato Area Public Schools	MN	2600 East Main St, Mankato, MN 56001	Online	1x Per Week					
Mankato Area Public Schools	MN	300 West Sixth St, Mankato, MN 56001	Online	1x Per Week					
Mankato Area Public Schools	MN	110 Anderson Dr, Mankato, MN 56001	Online	1x Per Week					
Mankato Area Public Schools	MN	1351 Riverfront Dr, Mankato, MN 56001	Online	2x Per Week					
Mankato Area Public Schools	MN	1001 Heron Dr, Mankato, MN 56001	Online	1x Per Week					
Mankato Area Public Schools	MN	1200 Prairie Winds Dr, Mankato, MN 56001	Online	2x Per Week					
Mankato Area Public Schools	MN	500 LeSueur Ave, Eagle Lake, MN 56024	Online	1x Per Week					
Maple River Schools ISD#2135	MN	801 Central Avenue S., Mapleton, MN 55065	With Driver	2x Per Week	\$ 6,225.00				
Marshall County Central School	MN	305 W Minnesota Avenue, Newfolden, MN 56738	With Driver	2x Per Week	\$ 7,750.00				
Marshall County Central School	MN	305 Melgaard St, Viking, MN 56760		2x Per Week					
Martin Count West School District	MN	16 W 5th Street, Sherburn, MN 56171	Online	1x Per Week	\$ 6,300.00				
Martin Count West School District	MN	77 W Beech Street, Trimont, MN 56176	Online	1x Per Week					
Minnewaska Public Schools	MN	409 4th St. SE, Glenwood, MN 56334	Online	1x Per Week	\$ 7,600.00				
Minnewaska Public Schools	MN	25122 MN-28, Glenwood, MN 56334	Online	1x Per Week					
Minnewaska Public Schools	MN	500 John St., Starbuck, MN 56381	Driver	1x Per Week					
Nevis Public School District 308	MN	210 W Pleasant Street, Nevis, MN 56467	With Driver	1x Per Week	\$ 3,500.00				
New York Mills #553	MN	209 N Hayes Ave, New York Mills, MN 56567	Online	2x Per Week	\$ 4,325.00				
Nicollet Public School 507	MN	One Pine Street, Nicollet, MN 56074	Online	1x Per Week	\$ 3,575.00				
Norman County East, ISD #2215	MN	408 West Main Ave., Twin Valley, MN 56584	Online	1x Per Week	\$ 2,775.00				
North Shore Community School	MN	5926 Ryan Rd, Duluth, MN 55804	Online	1x Per Week	\$ 3,500.00				
Ortonville Public School	MN	200 Trojan Drive, Ortonville, MN 56278	With Driver	2x Per Week	\$ 4,233.00				
Our Lady of Victory School	MN	426 W Cavour Ave, Fergus Falls, MN 56537	With Driver	1x Per Week	\$ 2,500.00				
Parkers Prairie School District 547	MN	518 South McCornell Ave, Parkers Prairie, MN 56361	With Driver	2x Per Week	\$ 6,000.00				
Pelican Rapids, ISD #548	MN	1 Viking Drive, Pelican Rapids, MN 56572	With Driver	1x Per Week	\$ 5,325.00				
Pelican Rapids, ISD #548	MN	310 South Broadway, Pelican Rapids, MN 56572							
Perham Dent School District #549	MN	800 Coney St W, Perham, MN 56573	With Driver	1x Per Week	\$ 10,600.00				
Perham Dent School District #549	MN	800 Coney St, Perham, MN 56573							
Perham Dent School District #549	MN	810 2nd Ave SE, Perham, MN 56573							


Randolph Public School	MN	29101 Davisson Ave., Randolph, MN 55065	With Driver	1x Per Week	\$ 5,100.00				
Red Lake County Central #2906	MN	201 Governor Street, Oklee, MN 56742	Phone	2x Per Week	\$ 2,000.00				
Red Lake County Central #2906	MN	260 Minnesota Ave, Plummer, MN 56748	phone	2x Per Week	\$ 2,600.00				
Red Lake Falls School District	MN	604 1st St NE, Red Lake Falls, MN 56750	With Driver	1x Per Week	\$ 3,875.00				
Red Wing Public Schools	MN	2451 Eagle Ridge Dr., Red Wing, MN 55066	Online	1x Per Week	\$ 6,725.00				
Red Wing Public Schools	MN	2120 Twin Bluff Rd, Red Wing, MN 55066		1x Per Week					
Red Wing Public Schools	MN	5001 Learning Lane, Red Wing, MN 55066		1x Per Week					
Red Wing Public Schools	MN	1669 Southwood Ave., Red Wing, MN 55066		1x Per Week					
Rochester Central Lutheran School	MN	2619 9th Ave NW, Rochester, MN 55901	With Driver	1x Per Week	\$ 1,468.00				
Rothsay Public School	MN	2040 County RD 52, Rothsay, MN 56579	Online	1x Per Week	\$ 3,500.00				
Russell-Tyler-Ruthton Schools #2902	MN	111 County Road 8, Tyler, MN 56178	With Driver	1x Per Week	\$ 5,350.00				
South Koochiching/Rainy River ISD 363	MN	11731 HWY 1 East, Northome, MN 56661	Phone	1x Per Week	\$ 1,250.00				
St. Clair Public School ISD 75	MN	121 Main Street, St. Clair, MN 56080	With Driver	2x Per Week	\$ 5,600.00				
St. Edward School - Minneota	MN	201 W 4th Street, Minneota, MN 56264	Phone	1x Per Month	\$ 486.00				
St. Joseph's - Moorhead School	MN	1005 2nd Ave S, Moorhead, MN 56560	With Driver	1x Per Week	\$ 1,700.00				
St. Louis County Schools	MN	8162 Swan Lake Drive, Culver, MN 55779	Online	1x Per Week	\$ 14,000.00				
St. Louis County Schools	MN	3943 Taminien Rd, Iron, MN 55751							
St. Louis County Schools	MN	10248 Olson Rd E, Cook, MN 55723							
St. Louis County Schools	MN	415 N 2nd St, Tower, MN 55790							
St. Louis County Schools	MN	30 South Drive, Babbitt, MN 55706							
St. Mary's - Breckenridge	MN	221 4th St N., Breckenridge, MN 56520	With Driver	2x Per Month	\$ 670.00				
St. Mary's Tracy	MN	249 4th St, Tracy, MN 56175	Text Message	1x Per Week	\$ 875.00				
St. Mary's Morris	MN	207 East 3rd Street, Morris, MN 56267	Phone	1x Per Week	\$ 875.00				
Stephen Argyle Central	MN	3rd and Lincoln, Argyle, MN 56713	With Driver	1x Per Week	\$ 2,525.00				
Stephen Argyle Central	MN	500 School Avenue, Stephen, MN 56713	With Driver	1x Per Week	\$ 1,650.00				
Tracy Area Schools	MN	934 Pine St, Tracy, MN 56175	Paper	2x Per Week	\$ 6,630.00				
Tracy Area Schools	MN	700 s 4th St, Tracy, MN 56175		2x Per Week					
Tri County School	MN	303 Pembina Trail, Karlstad, MN 56732	With Driver	2x Per Week	\$ 2,600.00				
Truman Public School # 458	MN	401 E 1st ST S, Truman, MN 56088	With Driver	1x Per Week	\$ 1,975.00				
Ulen-Hitterdal Public School	MN	27 2nd ST NW, Ulen, MN 56585	With Driver	1x Per Week	\$ 3,100.00				
Underwood Public School	MN	100 Southern Ave., Underwood, MN 56586	With Driver	1x Per Week	\$ 6,005.00				
United South Central	MN	600 11th Street SW, Wells, MN 56097	With Driver	2x Per Week	\$ 4,609.00				
Warren-Alvarado-Olso Public School	MN	224 E Bridge Ave, Warren, MN 56762	With Driver	1x Per Week	\$ 3,473.00				
Warren-Alvarado-Olso Public School	MN	*Two schools at same address		1x Per Week					
Warroad Public School #690	MN	510 Cedar Ave, Warroad, MN 56763	Online	2x Per Week	\$ 9,187.00				
Waseca Public Schools	MN	1717 2nd ST NW, Waseca, MN 56093	With Driver	1x Per Week	\$ 8,980.00				
Waseca Public Schools	MN	501 East Elm Ave, Waseca, MN 56093	With Driver						
Waseca Public Schools	MN	605 7th ST NE, Waseca, MN 56093	With Driver						
Waseca Public Schools	MN	400 19th Ave NW, Waseca, MN 56093	With Driver						
Waterville-Elysian-Morristown District #2143	MN	23 Ann ST, Morristown, MN 55052	With Driver	2x Per Week	\$ 1,351.00				
Waterville-Elysian-Morristown District #2143	MN	500 E Paquin ST, Waterville, MN 56096	With Driver	1x Per Week	\$ 2,486.00				
West Central Area School District 2342	MN	301 County Rd 2, Barrett, MN 56311	Online	2x Per Week	\$ 8,042.00				
West Central Area School District 2342	MN	411 1st SE, Elbow Lake, MN 56531	Online	1x Per Week					
West Central Area School District 2342	MN	31 N Central Ave, Kensington, MN 56343	Online	1x Per Week					
Wheaton ISD #803	MN	1700 3rd Ave S, Wheaton, MN 56296	With Driver	1x Per Week	\$ 3,511.00				
Willow River ISD # 577	MN	8142 Pine Street, Willow River, MN 55795	With Driver	1x Per Week	\$ 2,375.00				
Windom Area Schools #177	MN	1400 17th Street, Windom, MN 56101	Online	1-2x Per Week	\$ 7,100.00				
Windom Area Schools #177	MN	1200 17th, Windom, MN 56101	Online	1x Per Week					
Windom Area Schools #177	MN	1454 6th Avenue, Windom, MN 56101	Online	1x Per Week					
Windom Area Schools #177	MN	68 10th Street, Windom, MN 56101	Online	1x Per Week					
Worthington ISD #518	MN	1211 Clary St, Worthington, MN 56187	Online	2x Per Week	\$ 40,150.00				
Worthington ISD #518	MN	1401 N Crailsheim Rd, Worthington, MN 56187	Online	2x Per Week					
Worthington ISD #518	MN	1700 1st Ave SW, Worthington, MN 56187	Online	2x Per Week					
Worthington ISD #518	MN	671 N. Crailsheim Road Worthington MN 56187	Online	2x Per Week					

Yellow Medicine East Schools	MN	450 9th Avenue, Granite Falls, MN 56241	Text	2x Per Week	\$ 4,775.00				
Zion Lutheran - Alexandria	MN	300 Lake Street, Alexandria, MN 56308	With Driver	1x Per Week	\$ 3,315.00				


5 North Dakota SFAs



						VENDOR ENTRY/INFORMATION			
District Name	State	Delivery Site Names, Address	Preferred Ordering Method	Request # of Deliveries (per week)	2021-2022 Annual Spend	Pricing Tier	Assigned Rep	Phone	Email
Belfield Public School	ND	308 3rd Avenue SE, Belfield, ND 58622	Online	1x Per Week	\$ 4,500.00				
Beulah Public School	ND	205 7th Street NW, Beulah, ND 58523	Online	1x Per Week	\$ 4,860.00				
Beulah Public School	ND	1700 Central Avenue N., Beulah, ND 58523	Online	1x Per Week					
Beulah Public School	ND	204 5th Street NW, Beulah, ND 58523	Online	1x Per Week					
Bowman County School District # 1	ND	102 8th Avenue SW, Bowman, ND	Driver	1x Per Week	\$ 3,800.00				
Burke Central Public School	ND	Back Door/Behind School 101 4th Ave. W., Lignite, ND	Online	1x Per Week	\$ 4,827.00				
Cavalier Public School District	ND	300 Main Street E., Door 16, Cavalier, ND 58220	Driver	1x Per Week	\$ 3,650.00				
Central Cass Public School	ND	802 5th Street N. Casselton, ND 57012	w/Driver	2x Per Week	\$ 5,950.00				
Fessenden Bowdon	ND	500 North 2nd Street Fessendon, ND 58438	Online	1x Per Week	\$ 4,500.00				
Glenburn Public School	ND	102 Raymond Street Glenburn, ND	Online	1x Per Week	\$ 375.00				
Hankinson Public School	ND	415 1st Avenue SE, Hankinson, ND	Driver	1x Per Week	\$ 3,800.00				
Hazen Public Schools	ND	519 1st Avenue NE, Hazon ND 58545	Online	1x Per Week	\$ 5,725.00				
Hazen Public Schools	ND	520 1st Avenue NE, Hazon, ND 58545	Online	1x Per Week					
Hettinger School District	ND	209 South 8th Street Hettinger, ND 58639	Online	2x Per Week	\$ 6,023.00				
Kindred Public School	ND	55 1st Avenue South Kindred, ND 58051	With Driver	2x Per Week	\$ 7,600.00				
Kindred Public School	ND	255 Dakota Street Kindred, ND 58051	With Driver	2x Per Week					
Larimore Public School	ND	700 Clark Avenue Larimore, ND 58251	Text Driver	1x Per Week	\$ 6,300.00				
Larimore Public School	ND	300 Booth Avenue Larimore, ND 58251		1x Per Week					
McKenzie County School District	ND	300 3rd Street SW, Watford City, ND	Driver	2x Per Week	\$ 26,000.00				
McKenzie County School District	ND	2610 Wolves Den Parkway, Watford City, ND		2x Per Week					
McKenzie County School District	ND	100 3rd Street NE, Watford City, ND		2x Per Week					
McKenzie County School District	ND	2313 Wolves Den Parkway, Watford City, ND		2x Per Week					
Mohall-Lonsford-Sherwood School Dist	ND	101 3 rd St NW, Mohall, ND 58761	Driver	1x Per Week	\$ 4,550.00				
Oakes Public Schools	ND	804 Main Avenue, Oakes, ND 58474	Online	1x Per Week	\$ 6,077.00				
Oberon School District	ND	405 A Street North, Oberon, ND 58357	Driver	1x Per Week	\$ 1,475.00				
Richland 44	ND	Elementary, 106 Broadway, Abercrombie, ND 58001	Driver	1x Per Week	\$ 3,800.00				
Richland 44	ND	High School, 101 Main Ave, Colfax, ND 58018	Driver	1x Per Week					
South Heart Public School	ND	310 4th Street NW, South Heart, ND 58655	Online	1x Per Week	\$ 12,300.00				
St. Joe's Devils Lake	ND	824 10th Avenue NE, Devils Lake, ND 58301	With Driver	1x Per Week	\$ 1,388.00				
St. John's Academy - Jamestown	ND	215 5th Street SE Jamestown, ND 58401	Driver	1x Per Week	\$ 4,600.00				
Strasburg Public School	ND	301 North 1 st Street Strasburg, ND 58573	Online	1x per week	\$ 2,250.00				
Thompson Public School	ND	424 3rd Street, Thompson, ND 58278	Driver	1x Per Week	\$ 7,108.00				
Wilton Public School	ND	504 Dakota Avenue Wilton, ND 58579	Driver	1x Per Week	\$ 4,700.00				



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Questions for Bid RFP #24.3 - Whole Grain Rich Bread & Bread Products

Question #1

On the pricing schedule under 2 - Pricing WGR Products there are two columns for sodium. Do you want this information twice or was that a mistake?

Answers

Yes, that is an error. Please leave one of the sodium columns blank.

Answer

ArchiveReject

Apr 17, 2023 7:49:56 AM CDT
By: Bimbo Bakeries USA - rszabo

Apr 17, 2023 8:51:44 AM CDT
By: ltruax

Ask a Question

View Bid

Customer Support: agencysupport@publicpurchase.com | Copyright 1999-2023 © | The Public Group, LLC. All rights reserved.

<https://www.publicpurchase.com/gems/bid/questions/questionsBid?bidId=170010>

1/1

From: [Public Purchase](#)
To: [Lisa Truax](#)
Subject: [External]Public Purchase - RFP #24.3 - Whole Grain Rich Bread & Bread Products Closed Notification
Date: Tuesday, April 18, 2023 10:00:07 AM

Lisa M Truax:

The bid RFP #24.3 - Whole Grain Rich Bread & Bread Products has closed on Apr 18, 2023 10:00:00 AM CDT

To see more details on this bid go to

<http://www.publicpurchase.com/gems/bid/bidView?bidId=170010>

Thank you for using Public Purchase.

MK= hF0mRYRj12d/tcvjaoVhVA==

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Notifications Report

Agency

Cooperative Purchasing Connection

Bid Number

170010

Bid Title

Whole Grain Rich Bread & Bread Products

Vendor Name	State	Invitation	Date	Email	Reason
Ace Endico Inc	NY	Classification	2023-03-20 07:48:01	mwasserman@aceendico.com	Bid Notification
Alexson LLC DBA Sonya V Gluten	IN	Classification	2023-03-20 07:48:01	sonya@sonyavglutenfree.com	Bid Notification
Allar Group LLC	FL	Classification	2023-03-20 07:48:01	divmgr@a-pro-source.biz	Bid Notification
Apex Food Group, LLC	AR	Classification	2023-03-20 07:48:01	irv@apexfoodgroup.net	Bid Notification
Atlantic Beverage Co Inc	NJ	Classification	2023-03-20 07:48:01	matt.wasserman@atlanticbeverageco.com	Bid Notification
Atlantic Beverage Company	NJ	Classification	2023-03-20 07:48:01	Mitch.C@atlanticbeverageco.com	Bid Notification
Bake Crafters	TN	Classification	2023-03-20 07:48:01	bids@bakecrafters.com	Bid Notification
Bake Crafters	TN	Classification	2023-04-17 07:51:44	bids@bakecrafters.com	Bid Answer
Baker Sales Co	MN	Classification	2023-03-20 07:48:01	maryl@bakersalescompany.com	Bid Notification
Baker Sales Company	MN	Classification	2023-03-20 07:48:01	rickh@bakersalescompany.com	Bid Notification
Baker Sales Company	MN	Classification	2023-04-17 07:51:44	rickh@bakersalescompany.com	Bid Answer
BC Food Group LLC	TX	Classification	2023-03-20 07:48:01	sales@bestchoicefoods.com	Bid Notification
Benjamin Foods	PA	Classification	2023-03-20 07:48:01	mitch@benjaminfoods.com	Bid Notification
Bimbo Bakeries USA	MN	Classification	2023-03-20 07:48:01	lcardwell@bbumail.com	Bid Notification
Bimbo Bakeries USA	PA	Classification	2023-03-20 07:48:01	rosalie.szabo@grupobimbo.com	Bid Notification
Bimbo Bakeries USA	PA	Classification	2023-04-17 07:51:44	rosalie.szabo@grupobimbo.com	Bid Answer
C.H. Guenther & Son	TX	Classification	2023-03-20 07:48:01	plawrence@chg.com	Bid Notification
C.H. Guenther & Son LLC	TX	Classification	2023-03-20 07:48:01	corporatebids@chg.com	Bid Notification
C.H. Guenther & Son LLC	TX	Classification	2023-04-17 07:51:44	corporatebids@chg.com	Bid Answer
Cash-Wa Distributing, Inc.	NE	Classification	2023-03-20 07:48:01	steve.munch@cashwa.com	Bid Notification
Cash-Wa Distributing, Inc.	NE	Classification	2023-04-17 07:51:44	steve.munch@cashwa.com	Bid Answer
Churchfield Trading Company	CA	Classification	2023-03-20 07:48:01	kimi@churchfieldtrading.com	Bid Notification
ConAgra Foods, Inc.	OH	Classification	2023-03-20 07:48:01	chuck.gentile@conagrafoods.com	Bid Notification
CORE Foodservice	FL	Classification	2023-03-20 07:48:01	chammock@corefoodservice.com	Bid Notification
Direct Government Sales, Inc	MN	Classification	2023-03-20 07:48:01	dlawton@directgovernmentsales.com	Bid Notification
East Baking Co	MA	Classification	2023-03-20 07:48:01	Office@eastbaking.com	Bid Notification
ECB Enterprises	UT	Classification	2023-03-20 07:48:01	ecbenterprisesllc@gmail.com	Bid Notification
ES Foods	NY	Classification	2023-03-20 07:48:01	bids@esfoods.com	Bid Notification
Flowers Bakeries, LLC	GA	Classification	2023-03-20 07:48:01	linda.chalacoff@flocorp.com	Bid Notification
Food Services of America	ND	Classification	2023-03-20 07:48:01	trina_montplaisir@fsafood.com	Bid Notification
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Global Food Industries	FL	Classification	2023-03-20 07:48:01	bd@globalfoodindustries.com	Bid Notification
Good Source Solutions	CA	Classification	2023-03-20 07:48:01	aclark@goodsource.com	Bid Notification
Grady's Foodservice Equipment and	CO	Classification	2023-03-20 07:48:01	michael@gogradys.com	Bid Notification
GVM Food Marketing	MN	Classification	2023-03-20 07:48:01	info@gvmfoodmarketing.com	Bid Notification
GVM Food Marketing	MN	Classification	2023-03-20 07:48:01	bids@gvmfoodmarketing.com	Bid Notification
GVM Food Marketing	MN	Classification	2023-04-17 07:51:44	bids@gvmfoodmarketing.com	Bid Answer
H. Schrier & Co., Inc.	NY	Classification	2023-03-20 07:48:01	dlibertoff@schrierfoodservice.com	Bid Notification
HIGHLAND WHOLESALE FOODS, INC	CA	Classification	2023-03-20 07:48:01	dena@highlandfoodsinc.com	Bid Notification
INDIANHEAD FOODSERVICE	WI	Classification	2023-04-04 10:55:31	jkacvinsky@callifd.com	Bid Notification
LA FOODS	CA	Classification	2023-03-20 07:48:01	todd@lafoods.com	Bid Notification
M.C.I. Foods, Inc.	CA	Classification	2023-03-20 07:48:01	dan@mcifoods.com	Bid Notification
Martin Bros. Dist. Co, Inc	IA	Classification	2023-03-20 07:48:01	jmeinders@martinbros.com	Bid Notification
Martin Bros. Dist. Co, Inc	IA	Classification	2023-04-17 07:51:44	jmeinders@martinbros.com	Bid Answer
Marvell Foods Inc	FL	Classification	2023-03-20 07:48:01	johnpaul@marvellfoods.com	Bid Notification
May-Port CG High School	ND	Classification	2023-03-27 14:34:15	lori.jaffa@may-portcg.com	Bid Notification
Missouri Valley Mercantile	MO	Classification	2023-03-20 07:48:01	sales@movalleymerc.com	Bid Notification
National Food Group	MI	Classification	2023-03-20 07:48:01	jmurphy@nationalfoodgroup.com	Bid Notification
National Food Group	MI	Classification	2023-04-17 07:51:44	jmurphy@nationalfoodgroup.com	Bid Answer
National Food Group, Inc.	CA	Classification	2023-03-20 07:48:01	bidswest@nationalfoodgroup.com	Bid Notification
Otto Oro Inc.	CO	Self Invited	2023-04-17 07:51:44	ottoorogov@gmail.com	Bid Answer
PAN O GOLD BAKING CO	MN	Classification	2023-03-20 07:48:01	mubl@panogold.com	Bid Notification
Pan O Gold Baking Company	ND	Classification	2023-03-20 12:06:01	kwindjue@panogold.com	Bid Notification
PFG Twin Cities	MN	Self Invited	2023-04-17 07:51:44	tracy.walvatne@pfgc.com	Bid Answer
Public Group	UT	Classification	2023-03-20 07:48:01	waltzwithme5@gmail.com	Bid Notification
Pueblo Trading Co., Inc.	CA	Classification	2023-03-20 07:48:01	pueblotrading@yahoo.com	Bid Notification
Reinhart Foodservice LLC	MN	Classification	2023-03-20 07:48:01	Ckewing@rfsdelivers.com	Bid Notification

Reinhart Foodservice LLC	MN	Classification	2023-04-17 07:51:44	Ckewing@rfsdelivers.com	Bid Answer
Reinhart Foodservice TWC	MN	Classification	2023-03-20 07:48:01	foodbases@gmail.com	Bid Notification
Reinhart Foodservice, Inc, Marshall	MN	Classification	2023-03-20 07:48:01	menelson@rfsdelivers.com	Bid Notification
RICH PRODUCTS CORPORATION	NY	Classification	2023-03-20 07:48:01	rireland@rich.com	Bid Notification
RICH PRODUCTS CORPORATION	NY	Classification	2023-04-17 07:51:44	rireland@rich.com	Bid Answer
School Wholesale Supplies LLC	TN	Self Invited	2023-04-17 07:51:44	jpdas@eii-usa.com	Bid Answer
Schwan's Food Service, Inc.	MN	Classification	2023-03-20 07:48:01	sfsibids@schwans.com	Bid Notification
Soruce Promotions Inc	CA	Classification	2023-03-20 07:48:01	sheri@sourcepromotions.net	Bid Notification
Super Bakery	OH	Classification	2023-03-20 07:48:01	karen.cahill@superbakery.com	Bid Notification
Sysco	MN	Classification	2023-03-20 07:48:01	Zachary.Wolfe@sysco.com	Bid Notification
Sysco North Central Region	MN	Classification	2023-03-29 13:04:54	scott.grant@sysco.com	Bid Notification
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Sysco North Dakota	ND	Classification	2023-03-20 07:48:01	marinucci.jodi@nd.sysco.com	Bid Notification
Sysco WMN	MN	Classification	2023-03-20 07:48:01	morrison.amanda@wmn.sysco.com	Bid Notification
The Food Exchange, LLC	CA	Classification	2023-03-20 07:48:01	michele@thefoodexchangellc.com	Bid Notification
US Foods	IL	Classification	2023-03-20 07:48:01	elizabeth.fontanez@usfoods.com	Bid Notification
US Foods	ND	Classification	2023-03-20 07:48:01	kelsi.brorby@usfoods.com	Bid Notification
US Foods	ND	Classification	2023-03-20 07:48:01	cassandra.williams@usfoods.com	Bid Notification
US FOODS	ND	Classification	2023-03-20 07:48:01	julie.jackson@usfoods.com	Bid Notification
Washington Correctional Industries	WA	Classification	2023-03-20 07:48:01	donna.gober@doc.wa.gov	Bid Notification
Waypoint	CA	Classification	2023-03-20 07:48:01	vanessa.tagle@asmwaypoint.com	Bid Notification
Waypoint	MN	Self Invited	2023-04-17 07:51:44	hazel.marowski@asmwaypoint.com	Bid Answer
Wilber Enterprises	GA	Classification	2023-03-20 07:48:01	mpfgbids@gmail.com	Bid Notification
Wilbur Enterprises	GA	Classification	2023-03-20 07:48:01	petemarketplacefoods@gmail.com	Bid Notification

Access Report

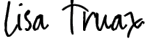
Agency Cooperative Purchasing Connection
 Bid Number 24.3
 Bid Title Whole Grain Rich Bread & Bread Products

Vendor Name	Accessed First Time	Most Recent Access	Documents	Most Recent Response Date
School Wholesale Supplies LLC	2023-03-27 10:56 PM CDT	2023-03-29 02:09 AM CDT	1 24.3 - WGR Bread & Bread Products Program.pdf	
Churchfield Trading Company	2023-04-15 09:44 AM CDT	2023-04-15 09:44 AM CDT		
National Food Group, Inc.	2023-03-21 02:10 PM CDT	2023-03-21 02:10 PM CDT		
Food Services of America	2023-03-22 03:58 PM CDT	2023-03-22 04:12 PM CDT	5 24.3 - Pricing Schedule.xlsx 1 24.3 - WGR Bread & Bread Products Program.pdf	
GVM Food Marketing	2023-03-21 08:08 AM CDT	2023-04-12 01:42 PM CDT	1 24.3 - WGR Bread & Bread Products Program.pdf 5 24.3 - Pricing Schedule.xlsx	
ES Foods	2023-03-20 12:13 PM CDT	2023-03-20 12:13 PM CDT		
US Foods	2023-03-29 03:39 PM CDT	2023-03-29 03:39 PM CDT		
Reinhart Foodservice LLC	2023-03-20 08:49 AM CDT	2023-04-06 05:48 PM CDT	5 24.3 - Pricing Schedule.xlsx 4 24.3 - Forms & Signatures.pdf 2 24.3 - General Terms and Conditions.pdf 1 24.3 - WGR Bread & Bread Products Program.pdf 3 24.3 - Questionnaire.docx	
Waypoint	2023-03-20 02:20 PM CDT	2023-03-20 02:32 PM CDT	5 24.3 - Pricing Schedule.xlsx 4 24.3 - Forms & Signatures.pdf 3 24.3 - Questionnaire.docx 2 24.3 - General Terms and Conditions.pdf 1 24.3 - WGR Bread & Bread Products Program.pdf	
Baker Sales Company	2023-03-20 04:21 PM CDT	2023-03-20 06:16 PM CDT	2 24.3 - General Terms and Conditions.pdf 4 24.3 - Forms & Signatures.pdf 1 24.3 - WGR Bread & Bread Products Program.pdf 5 24.3 - Pricing Schedule.xlsx	
IMS	2023-03-23 03:03 AM CDT	2023-03-23 03:03 AM CDT		
The Bid Lab	2023-03-20 12:45 PM CDT	2023-04-18 01:04 AM CDT		
Sysco North Central Region	2023-03-20 01:40 PM CDT	2023-03-29 02:08 PM CDT	5 24.3 - Pricing Schedule.xlsx 1 24.3 - WGR Bread & Bread Products Program.pdf	
Dodge Data & Analytics	2023-03-20 10:41 PM CDT	2023-04-17 10:38 PM CDT		
Climate Survival Solutions	2023-03-21 01:41 AM CDT	2023-03-22 02:51 AM CDT		
C.H. Guenther & Son LLC	2023-04-14 10:07 AM CDT	2023-04-17 01:36 PM CDT	5 24.3 - Pricing Schedule.xlsx 3 24.3 - Questionnaire.docx 2 24.3 - General Terms and Conditions.pdf 1 24.3 - WGR Bread & Bread Products Program.pdf	
PFG Twin Cities	2023-04-10 01:01 PM CDT	2023-04-10 01:01 PM CDT	5 24.3 - Pricing Schedule.xlsx	
RICH PRODUCTS CORPORATION	2023-03-20 01:39 PM CDT	2023-03-21 07:29 AM CDT	5 24.3 - Pricing Schedule.xlsx	
Pan O Gold Baking Company	2023-03-22 12:53 PM CDT	2023-03-30 01:45 PM CDT	4 24.3 - Forms & Signatures.pdf 2 24.3 - General Terms and Conditions.pdf 5 24.3 - Pricing Schedule.xlsx 3 24.3 - Questionnaire.docx 1 24.3 - WGR Bread & Bread Products Program.pdf	
Bake Crafters	2023-04-04 11:03 AM CDT	2023-04-04 12:07 PM CDT	5 24.3 - Pricing Schedule.xlsx 1 24.3 - WGR Bread & Bread Products Program.pdf	
Otto Oro Inc.	2023-03-20 01:05 PM CDT	2023-03-20 02:07 PM CDT	4 24.3 - Forms & Signatures.pdf 3 24.3 - Questionnaire.docx 2 24.3 - General Terms and Conditions.pdf 5 24.3 - Pricing Schedule.xlsx 1 24.3 - WGR Bread & Bread Products Program.pdf	
National Food Group	2023-04-12 10:51 AM CDT	2023-04-12 10:52 AM CDT	5 24.3 - Pricing Schedule.xlsx	
Cash-Wa Distributing, Inc.	2023-03-21 11:51 AM CDT	2023-03-21 11:51 AM CDT	1 24.3 - WGR Bread & Bread Products Program.pdf	
Alexson LLC DBA Sonya V Gluten Free	2023-03-20 11:06 AM CDT	2023-03-20 11:06 AM CDT		
Bimbo Bakeries USA	2023-03-22 03:14 PM CDT	2023-04-17 03:28 PM CDT	5 24.3 - Pricing Schedule.xlsx 4 24.3 - Forms & Signatures.pdf 3 24.3 - Questionnaire.docx 2 24.3 - General Terms and Conditions.pdf 1 24.3 - WGR Bread & Bread Products Program.pdf	2023-04-17 03:28 PM CDT
Martin Bros. Dist. Co, Inc	2023-03-21 12:53 PM CDT	2023-03-21 12:53 PM CDT	5 24.3 - Pricing Schedule.xlsx 4 24.3 - Forms & Signatures.pdf 3 24.3 - Questionnaire.docx 2 24.3 - General Terms and Conditions.pdf 1 24.3 - WGR Bread & Bread Products Program.pdf	

Opening Record

#24.3 – Whole Grain Rich Bread & Bread Products

Request for Proposal

DocuSigned by:

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Lisa Truax, Procurement Coordinator

April 18, 2023

Date

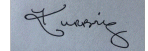
DocuSigned by:

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Lori Mittelstadt, CPC Assistant

10:00 a.m. CT

Time

DocuSigned by:

 53ED12F5BBC9401...

Kristine Urbowicz, Procurement Specialist

Company Responding	Bimbo Bakeries USA	Pan of Gold Baking Company	
3 Questionnaire <i>Yes/No</i>	Yes		
4 Forms & Signatures <i>Yes/No</i>	Yes		
5 Pricing Schedule <i>Yes/No</i>	Yes		
6 Certificate of Insurance <i>Yes/No</i>	Yes		
Business Type Certificate <i>(if applicable)</i> <i>Yes/No</i>	-		
Other	-		
Qualified (Responsive) Respondent <i>Yes/No</i>	Yes	No Bid	

Cooperative Purchasing Connection
Tabulation Report RFP #24.3 - Whole Grain Rich Bread
& Bread Products
Vendor: Bimbo Bakeries USA

General Comments: Unable to provide Insurance at this time as system is still down.

General Attachments: 3 Questionnaire - Bimbo Bakeries USA.docx
4 Vendor Forms - Signatures - Bimbo Bakeries USA.pdf
5 Pricing Schedule - Bimbo Bakeries USA.xlsx
Nutritional Labels CPC- Bimbo Bakeries USA.pdf

Full Pricing Schedule and Nutritionals Confidential) on file with CPC.

Questionnaire

RFP #24.3 – Whole Grain Rich Bread & Bread Products

Instructions

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). While some information is informational, some will be used during the evaluation process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. HUB certification documentation).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**3 Questionnaire – Name of Company**”.
5. Submit the Questionnaire in Public Purchase.

The following sections will need to be completed before submission and submitted as a single PDF titled “3 Questionnaire – Name of Company”:

1. [Company Information & Background](#)
2. [Financials & Level of Support](#)
3. [Industry-Specific Information](#)
4. [Exceptions/Deviations](#)
5. [Criminal Background Check Statement](#)
6. [Food Recall Policy/Procedure Summary](#)
7. [Distributor HACCP](#)
8. [Business Type/Classification](#)

Company Information & Background

Name of Company: Bimbo Bakeries USA

Company Address: 244 Clayton Forest Road

City, State, Zip: Kernersville, NC 27284

Provide the following company contacts that will be working with this anticipated contract. Include name, title, email, and phone number(s).

	Name	Title	Email	Phone
Sales Manager	Gary Daniels Andy Sherlock	Zone Sales Leader, MN Zone Sales Leader, DK	gary.daniels@grupobimbo.com andy.sherlock@grupobimbo.com	630-330-0412 701-741-3093
Contract Manager	Rosalie Szabo	Bid Manager	Rosalie.szabo@grupobimbo.com	804-295-9328
Customer Service Manager	Jeff Wuczynski	Food Service Sales Manager	Jeffery.Wuczynski@grupobimbo.com	312-213-5270

List who will be responsible for receiving updated participation lists.

Name	Email	Phone
Jeff Wuczynski	Jeffery.Wuczynski@grupobimbo.com	312-213-5270
Rosalie Szabo	Rosalie.szabo@grupobimbo.com	804-295-9328

List who will be responsible for submitting sales reports and administrative fee payments every quarter.

Name	Email	Phone
Rosalie Szabo	Rosalie.szabo@grupobimbo.com	804-295-9328

List who will be responsible for conducting audits as requested by CPC.

Name	Email	Phone
Jeff Wuczynski	Jeffery.Wuczynski@grupobimbo.com	312-213-5270

- 1. Provide a brief background of your company, including the year it was founded. Note, Respondents must have at least five (5) years of K-12 school nutrition experience with obtaining, producing, delivering, and supporting the product lines being offered.**

Bimbo Bakeries USA was founded in 1994 and is now a leader in the baking industry, known for its category leading brands, innovative products, freshness and quality. BBU operates more than 60 bakeries, employs more than 20,000 associates and distributes products through 11,000 sales routes throughout the United States.

As part of Grupo Bimbo, the world's largest baking company, BBU is proud to share the company philosophy "Highly Productive and Deeply Humane" in the U.S. Grupo Bimbo was recognized for its commitment to global best practices as one of the most ethical companies for the sixth consecutive year. BBU is also recognized for its efforts in sustainability including its commitment to 100% sustainable packaging by 2025 and 18 Energy Star® recognized facilities.

- 2. Describe how your company plans to inform and train account managers, sales representatives, delivery drivers, etc. on the terms and conditions of the potential resulting contract.**

Communication will come from the Food Service Sales Manager to the sales team letting them know the locations awarded, items to delivery, contacts and other terms relevant to delivery and ordering.

- 3. Describe your company's logistics (locations, experience, production, distribution of products, warehouse inventories and delivery systems used) that should be considered in your ability to deliver on-time quality products to participating SFAs.**

All product is baked fresh to order so no inventory is kept in stock. Orders are received 7 days in advance to ensure we have the necessary ingredients to fulfill all orders. Orders are submitted and then given to our bakeries. Not all bakeries produce every item. This helps improve efficiencies. From the bakery, items are shipped to a distribution center (DC). The DC then sorts the

product for each sales center and ships to them. There are 30 sales centers in Minnesota and North Dakota. Each sales center has route drivers assigned to that location. The route picks up the order, sorts for each stop and then delivers to the customers in their territory.

4. Describe the number of SFAs your organization, on average, provides whole-grain rich bread products for each year in CPC's geographical region?

BBU currently services 169 school districts in the state of Minnesota and North Dakota. They receive the products being offered in this bid.

Financials & Level of Support

5. Describe the percentage of your company's revenue that is derived from K-12/school related bread products in CPC's geographical region.

1% of our revenue is derived from K-12 related products

6. Describe your company's allowed methods for payment and if any fees are assessed for those methods. Describe how your company works with agencies to determine payment terms.

Payments can be made via check, ACH or credit card (with company approval). Fees may be tacked on for large weekly credit card purchases.

7. Describe what administrative fee your company is willing to pay for the administration/management of the resulting contract. This fee will be paid quarterly, for each participating SFAs.

Bimbo Bakeries would be willing to pay a fee of 1% of the sales.

Industry-Specific Information

8. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, delivery, technology, and product line.

BBU is the only commercial bakery that is located in all 50 states and the only top 20 food company to focus solely on the baking industry. We have a brand portfolio comprised of leading brands across all meal occasions and 12 of those brands generate over \$100M in sales. BBU is also innovative. We were the first to offer potato bread, wide pan breads, sandwich thins and bagel thins. We also work hard to support our communities. During the pandemic, BBU setup a matching gift fund for Feeding America with a goal of raising \$1 million. Because of the urgent need, BBU donated its \$500,000 portion upfront. We also donated over 20 million pounds of food to Feeding America. There are other non-food related initiatives as well like local coat drives and blood donations as well as a \$1 million commitment to racial equity

9. Describe your company's hierarchy or chain of command from delivery drivers to management that will work with this contract/program.

The Route Sales Professional (RSP) has the first level of contact with the customer. The next level will be either the Operational Sales Leader or Market Sales Leader. Both report into the Zone Sales Leader who oversees the sales market Minnesota or Dakotas. The Food Service Sales Manager and the Bid Manager are part of Bimbo Bakehouse Food Service and report into the Senior Manager of Food Service.

10. Describe how your company ensures that the products offered to K-12 participating agencies meet the NSLP/SBP child nutrition requirements.

Each spec on the bid is reviewed and a matching product is provided. Nutritional labels for each item with their grain equivalents are provided. If an item does not meet a spec, information is provided on why it does not meet the listed spec.

11. If awarded, describe how your company plans to onboard the participating agencies to your system/company. Describe the process, communication, and outreach. Describe how they will learn to place orders, discuss delivery options/schedule, pay invoices, etc.

Once a new school is awarded, the food service team will reach out with a credit application for the school district. Once this is approved, the account will be setup and a member of the sales team, MSL or OSL, will reach out to the school district to discuss how to place orders and delivery options. Invoices are left with the school at each delivery and a statement is sent via email or mail to the district.

12. Describe how your company determines how many deliveries, per week, a participating SFA is eligible for. Describe what guarantees are made (quality, freshness) if delivery options are limited.

Deliveries are determined by average weekly sales and location. For remote locations, service is typically once per week. Our products have a shelf life of 11 or more days allowing us to service once per week without compromising freshness or quality.

13. Describe the ordering process from order placement, including methods, to receipt of order. Describe backorders, selection, availability restrictions, delivery, lead time, etc.

BBU has a web ordering portal that allows the customer to enter their orders through our application. The customer will have access to the items on their contract for the agreed upon delivery day. Delivery day(s) and time(s) are to be worked out with the RSP. We ask for a 7 day lead time to ensure all items are available to order. Since items are baked fresh, there are no backorders. If there is a short or cut, items will be filled once product comes into sales center or if school allows, a substitute will be provided. Whole grain bread and buns are only available on Monday, Tuesday and Thursday. Dinner rolls are available on Monday only.

14. Describe your company's quality assurance and control processes for products and services that will be provided under the resulting contract (i.e. sanitizing of trays, product quality) including how issues are handled when it comes to deficient product and low-quality service.

BBU has implemented preventive Food Safety programs called (Pre-requisites) in order to produce in a safely manner for our consumers and in compliance with local and federal regulations.

Pre-requisites include:

- Good Manufacturing Practices (GMP)
- Standard Sanitary Operating Procedures (SSOP)
- Chemical Control Program
- Allergen Control Program
- Traceability Program
- Recall plan
- Consumer Complaints Management Program

When stored properly, our product is guaranteed until the best buy date on the package. If product is ever found to be deficient, a picture of the quality issue along with all coding on the bag should be sent to the Zone Sales Leader and the Account Manager. These issues are then sent to our quality control and the customer is either given a replacement or a credit.

15. Describe how and to whom K-12 food personnel should address issues with regarding subpar product, delivery, etc. for quick resolution. Describe the resolution process and communication points in said process.

Product and delivery concerns should be addressed first with the Route Sales Professional. Anything with pricing or contracts should go to the Bid Manager. If the concerns are not addressed by RSP, contact should be made with the MSL or OSL.

16. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing services through your company. Describe any "value-adds" that are exclusive to CPC and the potential resulting contract.

BBU is the largest commercial bakery with more than 10 well known brands offered locally. These offerings fit into every meal occasion. Our bread is fresh baked and is never frozen. Our Customer Web Ordering application allows our valued business partners a way to easily access orders via selected internet connections in order to view, manage and control deliveries with a user-friendly interface.

Exceptions & Deviations

List any additional stipulations and/or requirements your company requests that are not covered in the solicitation.

Any area out of the Dakota zone will be offered whole wheat products instead of whole grain. While these products whole grain rich, they do not meet the grain per slice/bun. There is also no whole wheat sub roll or dinner roll offering. Using the whole wheat will allow BBU to provide a fresh for longer options and limit product cuts. Schools in the Dakota zone are in the Tier 2 pricing.

List any exceptions your company is requesting to the terms outlined in the solicitation. Respondents must include the following when requesting exceptions:

- RFP section number and page number.

- **Describe the exception.**
- **Explanation of why this is an issue.**
- **A proposed alternative to meet the needs of participating SFAs and CPC.**

Section II, Responding Minimum Qualifications, page 3

D. "Ability to provide pricing tiers based on annual spend." BBU wishes to take an exception to pricing tiers. We will use a more simplistic approach to pricing. The schools in MN Zone will get Tier 1 and schools in Dakota will get Tier 2. This will make it easier to distinguish which schools belong in which zone.

Section IV. Category Terms and Conditions, page 5

C. 2. "Distributor(s) must provide advanced notice of an out or short on the SFAs order." Shorts or cuts are not known in enough time to give the SFA an advance notice. This happens for several reasons such as misships, shortage on a bake or damaged product.

C.4. "All substitutions, outs, and shorts must be clearly indicated on the delivery receipt and applicable invoice. " BBU's invoices do not allow for us to indicate substitutions or shortages. If an item is shorted, there will not be a charge.

D Pricing

1. "Develop pricing tiers to be applied throughout a district." BBU would prefer using a singular level of pricing for CPC in order to avoid unnecessary complexities.

3c. "Accompanied supporting documentation through quotes, invoices, or receipts proving costs have escalated." This type of documentation is confidential. We can provide documentation through CPI or PPI. Our need for pricing is not made up of just commodity costs and includes labor, transportation and packaging/containers.

6. "Provide pricing to participating SFAs that is lower than what a participating agency would receive if conducting the solicitation process on their own. " BBU does not release pricing information about its customers.

E. Delivery/Billing

4. "All products shall be servable up to ten (10) days after the date of delivery. " BBU guarantees 7 days of shelf life on the whole grain products upon delivery. We are working on enhancing the shelf life for these products but there is no established date yet. The Sara Lee and Brownberry whole wheat products will have a minimum of 10 days with upwards of 21 days.

Criminal Background Check Statement

Criminal background checks must be conducted on any personnel accessing SFA or school district property. No one with a history of child abuse or sexual assault will be allowed to access any school property. Provide a letter or statement explaining your (Distributor's) policy and procedures regarding background checks on employees.

Bimbo Bakeries USA considers all its policies and procedures confidential and proprietary. As a result, we do not share specifics on any policies. All employees are given a criminal background check prior to hire. Additional background checks are done as needed upon customer requests.

Food Recall Policy/Procedure Summary

The U.S. food service industry is the safest in the world, but issues surface from time to time requiring fast and effective communication to recall a product that has been deemed unsafe. Provide a summary or an accessible web-link explaining your (Distributor's) policy and response procedures on addressing a Food Recall issue from the time of notification, identification of product, notification of SFAs and follow up action.

Bimbo Bakeries USA considers all its policies and procedures confidential and proprietary. As a result, we do not share specifics on any policies.

However, as a summary, Bimbo Bakeries USA policy requires that all manufacturing plants, storage and distribution facilities establish a system to trace and withdraw/recall finished products.

The system shall have the capability of being able to recall all finished product delivered to the customer. Manufacturing codes are stamped on every package manufactured. Quantities are recorded for all outbound shipments from manufacturing plants by production date. This includes direct to customer shipments as well as shipments to depots.

In the event of a product withdrawal/recall, the products are traced from the producing manufacturing plant to direct shipped customers and depots. For shipments out of the depots, Bimbo Bakeries USA route salesmen can remove product from the shelves at each customer's location.

Distributor HACCP

Distributors must provide a summary or include an accessible web link of their current approved Hazard Analysis Critical Control Point (HACCP) plan describing their current food safety program/practices.

Bimbo Bakeries USA (BBU) has a complete HACCP program in place in all manufacturing facilities. BBU considers HACCP plans to be proprietary and confidential. As a result, we do not share specifics of any plans. However, as a summary, individual HACCP plans are based on the NACMCF (National Advisory Committee on Microbiological Criteria for Foods) format. The plans include the following:

- Food Safety Plan
- Preventive Controls
- Food Defense Program
- Risk assessment and identification of hazards
- Critical control points necessary to control the identified hazards
- Critical Limits for the identified hazards
- Monitoring procedures for testing critical control points and preventive controls
- Corrective action plans for deviations identified by the monitoring activities
- Internal auditing (Facility- Programs)
- Hold and Release Program
- Maintenance Preventive Program and Master Sanitation programs.
- Pest Control Management
- Record keeping systems to document the plan and actions taken
- Verification program to assure compliance with the plan
- Supplier Approval Program
- Label Verification and Finished Products Weight Checks Programs

In addition, BBU has implemented preventive Food Safety programs called (Pre-requisites) in order to produce in a safely manner for our consumers and in compliance with local and federal regulations.

Pre-requisites are described below:

- Good Manufacturing Practices (GMP)
- Standard Sanitary Operating Procedures (SSOP)
- Chemical Control Program
- Allergen Control Program
- Traceability Program
- Recall plan
- Consumer Complaints Management Program

Our Quality Systems are GFSI Certified, for that reason the complete Food Safety Programs are audited and validated in an annual basis for a third party.

Business Type/Classification

Companies that have been certified as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding. **If the below does not apply to your company, skip this section.**

Yes, I certify by checking below that my company has been certified in one (1) or more business type classifications shown below, and I have attached a copy of certification to this form.

***Required documentation in PDF format is required to confirm classification.**

x	Business Type/Classification
<input type="checkbox"/>	8(a) 8(a) Qualified Business
<input type="checkbox"/>	DBE Disadvantaged Business Enterprise
<input type="checkbox"/>	HUB Historically Underutilized Business Zone
<input type="checkbox"/>	MBE Minority-Owned Business Enterprise
<input type="checkbox"/>	MWBE Minority Women-Owned Business Enterprise
<input type="checkbox"/>	SBE Small Business Enterprise

x	Business Type/Classification
<input type="checkbox"/>	SDB Small Disadvantaged Business
<input type="checkbox"/>	SDVOB Service-Disabled Veteran Owned Business
<input type="checkbox"/>	SSV Sole Source Vendor
<input type="checkbox"/>	VBE Veteran-Owned Business Enterprise
<input type="checkbox"/>	WBE Woman-Owned Business Enterprise
<input type="checkbox"/>	Other; list name:

Forms & Signatures

RFP #24.3 – Whole Grain Rich Bread & Bread Products

Instructions

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC).

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled "**4 Vendor Forms & Signatures – Name of Company**".
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

The following sections will need to be completed prior to submission and submitted as a single PDF titled "4 Forms & Signatures – Name of Company":

1. [Assurance of Non-Collusion](#)
2. [USDA Lobbying Certificate](#)
3. [USDA Debarment and Suspension](#)
4. [Uniform Guidance "EDGAR" Certification Form](#)
5. [Contract Offer & Award](#)

Assurance of Non-Collusion

Instructions: Review and complete the form below.

Neither the Distributor nor any business entity represented by the Distributor has received compensation for participation in the preparation of the specifications or the terms and conditions related to this solicitation.

This solicitation has been arrived at independently and is submitted without collusion with any other Distributor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Distributor an unfair advantage over any other Distributor with respect to this solicitation.

The Distributor has not accepted, offered, conferred or agreed to confer, and will not in the future accept, offer, confer, or agree to confer any benefit or anything of value to any person or entity related to the participating SFAs or any of its members in connection with any information or submission related to this solicitation, any recommendations, decision, vote or award related to this solicitation, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this solicitation.

Neither the Distributor, nor any business entity represented by the Distributor, nor anyone acting for such business entity, has violated Federal or State Antitrust Laws with regard to this solicitation; furthermore, this solicitation has not been knowingly discussed with nor disclosed to, and will not be knowingly discussed with nor disclosed to another Distributor, competitor, potential competitor or participating SFA officials or personnel whose SFA is not a member of CPC, prior to the solicitation opening.

No attempt has been or will be made to induce any other person or entity to submit or to not submit a solicitation.

Signature of Authorized Person

Bimbo Bakeries USA

Company Name

804-295-9328 rosalie.szabo@grupobimbo.com

Phone/Email

4/17/23

Date

Rosalie Szabo

Printed Name

Food Service Bid Manager

Title

USDA Lobbying Certification

CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer 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.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Authorized Person

Bimbo Bakeries USA

Company Name

804-295-9328 rosalie.szabo@grupobimbo.com

Phone/Email

4/17/23

Date

Rosalie Szabo

Printed Name

Food Service Bid Manager

Title

USDA Debarment & Suspension

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction. According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions Before Completing Certification)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Authorized Person

Bimbo Bakeries USA

Company Name

804-295-9328 rosalie.szabo@grupobimbo.com

Phone/Email

4/17/23

Date

Rosalie Szabo

Printed Name

Food Service Bid Manager

Title

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared

ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Uniform Guidance “EDGAR” Certification Form

200 CRF Part 200

Instructions: When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Vendors submitting proposals must complete this EDGAR Certification form regarding the Vendor’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the Vendor’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Vendor fails to complete any item of this form, CPC will consider and may list the response, as the Vendor is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Vendor using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Vendor default are included in CPC’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as CPC’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the Vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Vendor’s return policy. If the participating agency has paid the Vendor for goods and services provided as the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Vendor, the participating agency’s provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Vendor agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of wage determination.

Vendor further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By **initialing the table (1-12)** and **signing below**, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Vendor Certification (By Item)	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes	RS
2. Termination for Cause of Convenience	Yes	RS
3. Equal Employment Opportunity	Yes	RS
4. Davis-Bacon Act	Yes	RS
5. Contract Work Hours and Safety Standards Act	Yes	RS
6. Right to Inventions Made Under a Contract or Agreement	Yes	RS
7. Clean Air Act and Federal Water Pollution Control Act	Yes	RS
8. Debarment and Suspension	Yes	RS
9. Byrd Anti-Lobbying Amendment	Yes	RS
10. Procurement of Recovered Materials	Yes	RS
11. Profit as a Separate Element of Price	Yes	RS
12. General Compliance with Participating Agencies	Yes	RS

Signature of Authorized Person

Bimbo Bakeries USA

Company Name

804-295-9328 rosalie.szabo@grupobimbo.com

Phone/Email

4/17/23

Date

Rosalie Szabo

Printed Name

Food Service Bid Manager

Title

Contract Offer & Award

Part I: Respondent/Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Specifications, and being familiar with all conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

Company Name	<u>Bimbo Bakeries USA</u>	Date	<u>4/17/23</u>
Address	<u>244 Clayton Forest Road</u>	City, State, Zip	<u>Kernersville NC 27284</u>
Contact Person	<u>Rosalie Szabo</u>	Title	<u>Food Service Bid Manager</u>
Authorized Signature	<u></u>	Title	<u>Food Service Bid Manager</u>
Email	<u>rosalie.szabo@grupobimbo.com</u>	Phone	<u>804-295-9328</u>

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the goods and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to 24 months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional two-year term, based on successful performance. CPC may grant an extension under certain criteria and conditions.

Agency	<u></u>	Authorized Signature	<u></u>
Name	<u></u>	Title	<u></u>
Awarded this	<u></u> day of	Contract #	<u></u>
Contract/Agreement to Commence <u></u>			

Evaluation Committee Report

RFP #24.3 – Whole Grain Rich Bread & Bread Products

Description of Solicitation

The Cooperative Purchasing Connection (CPC) issued a Request for Proposal (RFP) for whole grain rich bread and bread products on March 20, 2023. The intent of the solicitation is to secure an Distributor, able to provide services of baking, ordering, warehousing, and delivery of whole grain rich bread and bread products for use in child nutrition programs.

The solicitation was due on April 18, 2023. Thereafter, CPC conducted and followed its opening procedures and confirmed if the responding Vendors were deemed responsive or non-responsive.

Summary of Evaluation Committee Activity

One (1) proposal was received by the submission deadline from Bimbo Bakeries USA, herein BBU. During the solicitation process, Pan O Gold indicated their intent to “no bid” as they did not have the profit margin or ability to add participating schools to their routes. BBU’s proposal was reviewed for compliance with the mandatory requirements set forth in the Request for Proposal (RFP). BBU’s proposal was found compliant and deemed responsive.

A consensus evaluation was conducted by CPC based on BBU’s technical response. Pricing was re-negotiated between CPC and BBU based off industry comparisons. Product limitations were also noted; changes in offerings occurred by proposed service zones. The proposed Minnesota/Iowa zones had access to whole wheat, whole grain rich, and enriched bread products, while the Dakota zone only had access to a few whole wheat products and enriched products. Therefore, CPC provided the participating School Food Authorities, herein SFAs, located in the Dakota zone the ability to review and determine if they wanted to award to BBU due to the limited variation and availability of qualified whole grain rich product. CPC advised the SFAs (Dakota zone) of the following options:

1. Award to BBU for the limited product offering and supplement with frozen bread options from their broadline food distributor.
2. Decline and not award BBU, and purchase all bread products through their broadline food distributor.

Participating Dakota zone SFAs documented their recommendations. Those awarding would be added to the Master Contract Agreement and those declining to award would find alternative options for their bread products.

As a result of the solicitation, it is hereby recommended that CPC issue an award on behalf of the awarding SFAs to Bimbo Bakeries USA. The recommendation and award is subject to final review by CPC Administration and approval by the Board of Directors.

Regards,

A handwritten signature in black ink, appearing to read "Lisa M. Truax", is positioned below the "Regards," text.

Lisa M. Truax | Procurement Coordinator
Cooperative Purchasing Connection

Attachment(s):

11c 24.3 – Method of Award

cc: Procurement File

RFP #24.3 - Whole Grain Rich Bread & Bread Products

Method of Award/Evaluation Matrix	Points Available	Bimbo Bakeries USA	Pan O Gold
Minimum Qualifications			
Submission requirements	Pass/Fail	Pass	
Technical Proposal			
Company Background & Information	8	5	
Financials & Level of Support	2	2	
Industry-Specific Information	36	27	
Substantial Agreement to Terms and Conditions	3	2	
Pricing Proposal			
2 Pricing - WGR Core Products	20	16	
2 Pricing - WGR Additional Products	9	6	
WGR, Firm Thru	8	8	
3 Pricing - Enriched Products	10	10	
Enriched, Firm Thru	4	4	
Total Points	100	80	No Bid

May 10, 2023

Bimbo Bakeries USA
Attn: Rosalie Szabo, Food Service Bid Manager
244 Clayton Forest Road
Kernersville, NC 27284

Award Decision, RFP #24.3

Dear Rosalie Szabo:

The Cooperative Purchasing Connection (CPC) would like to thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #24.3 – Whole Grain Rich Bread & Bread Products.

The evaluation committee, using the criteria outlined in the RFP documents, has completed its review of the proposals received.

CPC is pleased to announce that your proposal received the recommendation for award. This decision is subject to the approval of the CPC and the North Dakota Educators Service Cooperatives (NDESC) Boards of Directors and the successful negotiation of a mutually acceptable contract.

I will be contacting you soon to finalize a contract for the awarded goods and/or services. Thank you for submitting your proposal; CPC looks forward to working with you.

Regards,

A handwritten signature in black ink, appearing to read "Lisa M. Truax", is positioned below the "Regards," text.

Lisa M. Truax | Procurement Coordinator
Cooperative Purchasing Connection



Contract Offer & Award

Part I: Respondent/Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Specifications, and being familiar with all conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

Company Name	<u>Bimbo Bakeries USA</u>	Date	<u>4/17/23</u>
Address	<u>244 Clayton Forest Road</u>	City, State, Zip	<u>Kernersville NC 27284</u>
Contact Person	<u>Rosalie Szabo</u>	Title	<u>Food Service Bid Manager</u>
Authorized Signature	<u>Rosalie Szabo</u> <small>Digitally signed by Rosalie Szabo Date: 2023.04.17 08:31:08 -04'00'</small>	Title	<u>Food Service Bid Manager</u>
Email	<u>rosalie.szabo@grupobimbo.com</u>	Phone	<u>804-295-9328</u>

Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the goods and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to 24 months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional two-year term, based on successful performance. CPC may grant an extension under certain criteria and conditions.

Agency	<u>Cooperative Purchasing Connection</u>	Authorized Signature	 <small>DocuSigned by: Jane Eastes 6D9BB132BB3040A...</small>
Name	<u>Jane Eastes</u>	Title	<u>Deputy Executive Director</u>
Awarded this	<u>10th</u> day of <u>May, 2023</u>	Contract #	<u>24.3 - BBU</u>
Contract/Agreement to Commence	<u>July 1, 2023</u>		