INVITATION FOR BIDS

DIRECT to MANUFACTURER

The Mississippi Department of Education
Office of Child Nutrition
500 Greymont Ave. Suite F
Jackson, MS 39205

Contact: Bill Urban

Date: August 19, 2020
INVITATION FOR BID  
Office of Child Nutrition

<table>
<thead>
<tr>
<th>Bid Number:</th>
<th>Bid Title:</th>
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<tr>
<td>20-2150-P408</td>
<td>Direct to Manufacturer</td>
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<thead>
<tr>
<th>Dates of Advertisements:</th>
<th>Office of Child Nutrition:</th>
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<tbody>
<tr>
<td>August 19, 2020 and August 26, 2020</td>
<td>Attn: Bill Urban</td>
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<thead>
<tr>
<th>Bid Submission Deadline:</th>
<th>Deadline for Questions:</th>
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<tbody>
<tr>
<td>September 9, 2020 10:00am</td>
<td>September 1, 2020</td>
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<tr>
<th>Bid Opening:</th>
<th>Date to Post Answers:</th>
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<tr>
<td>September 9, 2020 1:00pm</td>
<td>September 3, 2020</td>
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<tr>
<th>Bid Evaluations Completed:</th>
<th>Contract Approval:</th>
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<tr>
<td>September 11, 2020</td>
<td>October 15, 2020</td>
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<th>Contract Intent to Award:</th>
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<tr>
<td>September 14, 2020</td>
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You are invited to participate in this Invitation for Bid. Please submit your bid response in conformance with the instructions specified herein. By submitting a bid response, the bidder agrees and promises to sell, furnish and deliver to the State all commodities contained in this Invitation for Bid for which a contract is awarded by the State. The bidder shall fully perform the contract in accordance with all specifications, terms and conditions, and requirements contained in the Invitation for Bid.

Written acceptance of the bidder's bid response by the State, by issuance of a purchase order or contract, constitutes a binding contract made and entered into by and between the Mississippi State Department of Education through the Procurement Director named above, and the bidder named below:

Bidder Company Name:

Street Address:

<table>
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<tr>
<th>P.O. Box:</th>
<th>City</th>
<th>State</th>
<th>Zip Code:</th>
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</table>

Toll Free Telephone: | Telephone: | Fax: |

Federal I.D. or Social Security No.: | E-Mail: |

Type or Print Name of Person Signing: | Title: |

Authorized Signature: | Date: |

Acceptance (For State Use Only)

Bid response accepted and contract awarded.

By ____________________________ Title ____________________________

Signature ____________________________ Date ____________________________

500 Greymont Ave.
P O Box 771
Jackson, MS 39205-0771
601-576-5000

Direct to Manufacturer
Specifications prepared by: Bill Urban
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Non–federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Contractor certifies to the best of its knowledge and belief that it:

1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

2) has not, within a three year period preceding this proposal, been convicted of or had a civil judgement rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public (federal, state or local) transaction or contract under a public transaction;

3) has not, within a three year period preceding this proposal, been convicted of or had a civil judgement rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4) is not presently indicted for or otherwise criminally charged by a governmental entity (federal, state, or local) with a commission of any of these offenses enumerated in paragraphs two (2) and three (3) of this certification; and,

5) has not within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

Organization Name

Bid File Number

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

Signature(s) Date
The Mississippi Department of Education  
Direct to Manufacturer  
GENERAL CONDITIONS

1. PREPARATION OF BID

All bids must be entered and submitted through the Mississippi Department of Education (MDE) Office of Child Nutrition’s (OCN) Automated Food Purchasing System (MAPS) website. All bid prices, bid item, and bid summary pages must be generated and printed from the MAPS system.

a. Bidders must be approved as vendors by the OCN. Approved bidders will receive a username and password to the Bidder module in the MAPS website.
b. Failure to examine any specifications, and instructions will be at bidder's risk.
c. Price each item separately. Unit prices shall be applicable to each bid unit. Bid prices must be net.
d. Available specifications shall be sufficient to make the terms binding.
e. Information must be furnished according to bid. If required, descriptive literature and technical specifications covering the product offered must be submitted.
f. It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding to the bidder.

2. SUBMISSION OF BID

All bids shall be signed and sealed. The bidder's name and address must be listed on the outside of the envelope, along with the date of the bid opening, and the bid file number. Bids, bid modifications, or bid corrections received after 10:00 a.m., CST on September 9, 2020 will not be considered. Bids must be submitted both electronically and on paper. Bids shall be submitted in compliance with the following criteria:

a. On-line bidding will be completed as instructed in section 76. BID PRICING ENTRY. The username and password (unique to each bidder) are included in the bid cover letter. At the initial log-in the bidder will be prompted to change the password to one of their choice. Please make note of the username and password and keep them accessible so they can be used throughout the bid process.
b. The bid submission envelope must be sealed. Bids must be submitted signed and sealed to the location specified on the Invitation to Bid (Page 1). The bid file number, time and date of bid opening and the term, "Child Nutrition Direct to Manufacturer Bid" shall be noted on the face of the envelope in the lower left corner. The completed bid forms listed below must be submitted with original signature in the provided pink envelope:

1. Invitation for Bids – page 2
2. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion- page 3
3. All associated Bid Summary and Item Information pages generated in the MAPS system

Sealed, written bids will be received by the Mississippi Department of Education until 10:00 a.m. Wednesday September 9, 2020, at the Office of Child Nutrition, 500 Greymont Ave., Suite F, Jackson, Mississippi. Bids delivered after that time will not be considered and become property of the MDE. Post marks or dating of documents will be given no consideration in case of late bids. If, however, a deliverer, UPS, Federal Express, US Air, etc. can provide documented proof as evidenced by the signature of a MDE Bureau of Child Nutrition employee that substantiates the claim the bid was delivered to the proper place prior to the time and date set for the bid opening and, through fault of MDE personnel, the bid did not get to the proper authority, the bid will be considered.

Bids delivered by Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. Failure to do this may cause the bid to be inadvertently opened and thus rejected. Bids sent via regular or express mail must be sent to the Office of Child Nutrition, P.O. Box 771, Jackson, MS 39205. The U.S. Post Office will not deliver mail to 500 Greymont Ave., Suite F.

Faxed bids will not be accepted. Only bids submitted on bid forms generated by MAPS or copies thereof will be considered. Signed bid forms must be original signature. The bid contract must be used without alterations. The

BID No: 20-2150-P408  
Bid Opening Date: September 9, 2020  
Specifications prepared by: Bill Urban
3. ACCEPTANCE OF BIDS/RESERVED RIGHTS

The Mississippi Department of Education (MDE) reserves the right to determine the lowest and/or best bid, reject any and/or all bids, to waive any informality in bids and unless otherwise specified by the bidders, to accept any items on the bid. The MDE reserves the right to modify or cancel in whole or in part its Invitation for Bids.

4. ERROR IN BID

a. If, prior to bid award, MDE staff knows or has reason to conclude that a mistake has been made, it will request the bidder to confirm the bid. If the bidder alleges mistake, the bid may be corrected or withdrawn if the following conditions are met:

b. If the mistake and the intended correct bid are clearly evident on the bid document, the bid shall be corrected and may not be withdrawn. Examples of mistakes that may be clearly evident on the bid document are typographical errors, errors in extending unit prices, and mathematical errors.

c. If the mistake and the intended correct bid are not clearly evident a bidder may be permitted to withdraw a low bid if: 1) the mistake is clearly evident on the bid, but the intended correct bid is not similarly evident, or 2) if the bidder submits proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made.

d. MDE staff reserves the right to correct mathematical errors which are limited to correcting an extension error brought about when multiplying the unit cost by the usage. Such corrections may be made without confirmation from the low bidder.

5. AWARD

a. It is the intent of the MDE to award a contract to the lowest responsible bidder meeting specifications. The MDE reserves the right to determine the lowest responsible bidder based on an individual item, group of items, or in any way determined to be in the best interests of the MDE. Award shall be based on the (A) adherence to all conditions and requirements of the bid specifications; (B) promotional allowances; (C) volume incentives and (D) price.

b. MDE reserves the right to ascertain, after the bid opening, whether a bidder meets the requirements to be considered a responsible bidder. If it is determined that the bidder is not a responsible bidder and the determination is substantiated and justified to the satisfaction and approval of the State Board of Education, bids submitted by that bidder will be rejected. The criteria used to determine responsibility shall include, but is not limited to, the following:

1. Production Ability: Bidder must demonstrate, or has demonstrated, to MDE the ability to promptly and efficiently produce for delivery all the items in which a bid is submitted.

2. Capacity: Bidder must demonstrate to MDE that they have the physical as well as financial capacity to produce the merchandise covered by the contract in the volume necessary to efficiently administer the provisions of the contract.

3. Reliability: For a bidder to be declared a responsible vendor, they must have a proven record of service in the administration of a contract of this size and this type. A manufacturer may be considered unreliable thus non-responsible if for any reasons, other than reasons beyond their control, they have violated any of the requirements listed herein or have caused the cancellation of a contract of this type or have failed to properly communicate with participating entities on matters essential to a contract of this type.

Contracts will be established between the lowest responsible, responsive bidder and MDE except as may otherwise be specified in the Invitation for Bids. Awards will be based on the Grand Total of the Total Price of each individual item, a group of items or in any way determined to be in the best interest of MDE. MDE reserves the right to ascertain, subsequent to the bid opening, whether or not a bidder meets the requirements to be considered a responsible bidder.
If it is determined that the bidder is not a responsible bidder and the determination is substantiated and justified to the satisfaction and approval of the Mississippi Board of Education, bids submitted by that bidder will be rejected.

6. FORCE MAJEUERE

The contractor shall not be deemed in default of this Agreement, nor shall it be held responsible for, any interruption or delay in the performance of its obligations due to causes such as: acts of God; acts of war; act of terrorist; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. The contractor must notify Bill Urban, Director of Purchasing and Food Distribution at 601-576-4960 within 15 days after the cause of the delay and takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party may immediately terminate this Agreement upon written notice.

7. ORDER OF COMMUNICATIONS

Any, and all corrections and changes, clarifications, etc., communicated between the MDE and the vendor shall be in writing. Vendor(s) shall assume all risks if acting otherwise. Questions and/or correspondence relating to this bid must be emailed to the attention of the Office of Child Nutrition at burban@mdek12.org by September 1, 2020 at 5:00 p.m. (CST). Responses will be posted to the MDE website at www.mdek12.org under the Public Notices section and will be available to the general public by September 3, 2020. A copy of any corrections, changes or clarification to the bid shall be submitted to Bill Urban, Office of Child Nutrition, The Mississippi Department of Education, P. O. Box 771, Jackson, MS 39205.

8. WARRANTY

Vendor warrants that all goods and services furnished hereunder shall conform in all respects to the terms of this solicitation, including specifications or standards incorporated herein, and they shall be free from latent and patent defects in materials, workmanship and title, and shall be free from such defects in design. In addition, the vendor warrants that said goods shall be suitable for, and shall perform in accordance with, the purposes for which they are purchased, fabricated, manufactured, and designed for such other purposes as are expressly specified in this solicitation. The MDE may return any nonconforming or defective items to the vendor or require correction(s) or replacement(s) of the item at any time the defect is discovered, all at the vendor’s risk and expense. Acceptance shall not relieve the vendor of its responsibility.

9. NON-DISCRIMINATION CLAUSE

The contractor hereby agrees that it will comply with:

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.)
b) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.)
c) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
d) Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
e) Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189)
f) Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency."
   (August 11, 2000)
g) All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.)
h) Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3)
i) Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
j) The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program,
political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the contractor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the contractor, its successors, transferees and assignees as long as the contract is in effect. The person or persons whose name(s) appear on this invitation for bid are authorized to sign this assurance on behalf of the contractor.

The bidder agrees not to discriminate against any employee or applicant for employment to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment, because of race, color, religion, natural origin, age, sex, height, weight or marital status. The bidder further agrees to require similar provisions from subcontractors or suppliers.

10. INDEMNIFICATION

The vendor shall protect, defend, and save the MDE, its officials, employees, departments and agents harmless against any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by the party or parties by or from any of the acts of the contractor, their employees, or agents; from all liability claims, demands, judgments and expenses to the persons or property occasioned, wholly, or in part, by the acts or omissions of contractor, agents or employees.

11. SUSPENSION AND DEBARMENT CERTIFICATION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants’ responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). By signing this certification (page 3), the bidder is certifying that neither the bidder nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in Federal assistance programs.

12. PAYMENT TERMS

Contracts developed from the award of this bid is to provide pricing for use by third party contractors, payment term discounts are not required and will not be used in the award process. However, payment term discounts may be made available to distributors at the discretion of the manufacturer.

13. TAXES

Purchases made under provisions of any contract established, as a result of this invitation, are exempt from Federal, State and local taxes and bidders should quote prices which do not include such taxes. Participant organizations include private, non-profit organizations which may be required to pay to the distributor some level of sales tax. It shall be the responsibility of the contractor to determine and collect taxes from participant organizations that are required to pay taxes.
14. GIFTS, REBATES and GRATUITIES

a. Acceptance of gifts from bidders is prohibited. No officer or employee of the MDE, nor any head of any state department, institution or agency, nor any employee of any state department, institution or agency charged with responsibility of initiating requisitions, shall accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of materials, supplies, or equipment for the State of Mississippi may be awarded, by rebate, gifts, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future rewards or compensation.

b. Bidding by state employees is prohibited. It is unlawful for any state official or employee to bid on, or sell, or offer for sale, any merchandise equipment or material, or similar commodity to the State during the tenure of his or her office or employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the State.

15. BID INFORMATION

Bid information and documents may be examined pursuant to the Mississippi Public Records Act of 1983, MS Code 25-61-1 et seq.

16. PRECEDENCE

Bids shall be made, and the contract shall be entered into in accordance with the General Conditions as hereinafter amended and modified. Should a conflict exist between the General Conditions and the Instructions and Special Conditions, the Instructions and Special Conditions shall take precedence.

17. COMPETITION

There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government contract price without any liability as the State is exempt from the provisions of the Robinson-Patman Act and other related laws. In addition, the U.S. Government has no provisions in any of its purchasing arrangements with bidders whereby a lower price to the State must automatically be given to the U.S. Government.

18. WAIVER

The MDE reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the State.

19. CANCELLATION

Any contract or item award may be canceled with or without cause by the State with the giving of 30 days written notice of intent to cancel. Cause for the State to cancel may include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. The Contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the Contractor within a period of 30 days following the date of expiration or cancellation. Cancellation by the State does not relieve the Contractor of any liability arising out of a default or nonperformance. If a contract is canceled by the State due to a Contractor’s request for increase in prices or failure to perform, that Contractor will be disqualified from bidding for a period of 24 months. The Contractor may cancel a contract for cause with the giving of 30 days written notice of intent to cancel. Cause for the Contractor to cancel may include but is not limited to the item(s) being discontinued and/or unavailable from the manufacturer.

20. APPLICATION

The terms and conditions set forth in this Invitation for Bids shall become a contract binding on the successful bidder. Any documents submitted to satisfy a requirement of this invitation and any assurances made by the successful bidder in satisfaction of the Invitation for Bids shall become a part of the agreement between the MDE and the successful bidder. MDE shall have the right to rely upon the documents and assurances submitted by the successful bidder.
This contract is entered solely for the convenience and for any economic advantage afforded to participating organizations of the State of Mississippi. All purchases made by participating organizations of products included under provisions of this contract shall be purchased from the contracted distributor and shall be the manufacturer's labeled product as specified by the contract. Distributors will not be permitted to substitute any item except as may be approved by the MDE.

21. ADDENDA

Addenda modifying specifications may be issued if time permits. No addendum will be issued within a period of two (2) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the two (2) day period prior to the bid opening, the bid date will be reset to a date not less than five (5) working days after the date of the addendum, giving bidders ample time to comply with the addendum. When replying to a bid request on which an addendum has been issued, and the specifications require acknowledgement, the bid shall indicate that provisions of the addendum have been noted and that the bid is being offered in compliance therewith. Failure to make this statement may result in the bid being rejected as not being in accordance with the revised specifications.

22. NONRESPONSIVE BIDS

Nonresponsive bids will not be considered. A non-responsive bid is considered to be a bid that does not comply with the minimum provisions of the specification. Any bidder found to repeatedly offer alternated products that are not compliant with specifications in attempt to obtain a contract on the basis of pricing only will be disqualified from bidding for a period of 24 months.

23. SPECIFICATION CLARIFICATION

It shall be incumbent upon all bidders to understand the provisions of the specifications and to obtain clarification prior to the time and date set for the public bid opening. Such clarification will be answered only in response to a written request submitted in the specified amount of time set by the MDE. The MDE reserves the right to specify a time frame in which clarification request shall be made.

24. UNIT PRICE

Unit Price refers to the cost of the product including all applicable processing, delivery, and warehousing costs. Each item is to be priced separately by offering the standard unit price as per bid unit designation in each Bid Response Form. Manufacturers must bid on each item; failure to do so will cause your bid to be rejected. Manufacturers must bid on each item within a specific grouping of items; failure to do so will cause your bid to be rejected.

25. CONTRACT EXTENSION

a. Automatic contract renewals or extensions are not allowed. Contracts must be extended or renewed with the proper documents signed or approved by the MDE.

b. The MDE reserves the right to extend the term of a contract, when necessary, to continue a source of supply whenever new or replacement contracts are not completed prior to the expiration date. Such extensions are dependent upon the agreement of the Contractor and shall not exceed three (3) months.

26. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of materials, documents, data, and other information which bidder has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the bid the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.
Any liability resulting from the wrongful disclosure of confidential information on the part of bidder shall rest with bidder. Disclosure of any confidential information by bidder without the express written approval of the MDE shall result in the immediate termination of this agreement.

27. ACCESS TO RECORDS

Contractor agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Contractor related to Contractor’s charges and performance under this agreement. Such records shall be kept by Contractor for a period of three (3) years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Contractor agrees to refund to the paying entity, any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

28. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

29. AUTHORITY TO CONTRACT

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

30. INDEPENDENT CONTRACTOR

Contractor shall perform all services as an independent contractor and shall at no time act as an agent for the State. No act performed or representation made, whether oral or written, by Contractor with respect to third parties shall be binding on the MDE.

31. REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor’s bid or proposal.

32. TERMINATION FOR DEFAULT

(1) **Default.** If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the failure of performance and if not cured in ten days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor’s right to proceed with the contract or such part of the contract as to which there has been a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
33. TERMINATION FOR CONVENIENCE

(1) **Termination.** The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

(2) **Contractor's Obligations.** Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

34. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at http://www.transparency.mississippi.gov. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

35. NON-APPROPRIATION

This contract will span more than one appropriation period. Therefore, a non-appropriation clause shall be in effect. This clause provides that should a contract be terminated for reasons of non-availability of funds, termination would take effect on the last day of the appropriation period for which funding was available. In this case, the date would be June 30 of any year during which the contract is in effect. In the event of a termination for reasons of non-availability of funding, the participating entities will issue no purchase orders subsequent to the June 30 date, and will not be obligated to purchase any items remaining in inventory with the distributor. All purchase orders issued prior to the effective date of the termination will be valid and the distributor will be paid for the merchandise covered by those purchase orders. It should be noted that distributors will be notified as soon as practicable of a pending termination.

36. RIGHT TO PROTEST

(1) Interested Party means an actual or prospective bidder that may be aggrieved by the solicitation or award of a contract, or by the protest.

(2) Protestor means any actual or prospective bidder who is aggrieved in connection with the solicitation or the award of a contract who files a protest.

(3) Special Assistant Attorney General shall mean the individual assigned by the Attorney General to provide legal assistance to the State agency.

(4) Procedures for Filing Protests:

a.) Protestors should seek resolution of their complaints initially with the office that issued the solicitation.
b.) Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the Agency Head. The protest shall be submitted in writing, no later than seven (7) calendar days after the intent to award or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation. A protest is considered filed when received by the Agency head. Protests filed after the seven (7) day period shall not be considered.
Mail protest letter to:

The Mississippi Department of Education
c/o State Superintendent
359 North West Street
Jackson MS, 39201

c.) To file a protest, the aggrieved party shall file a protest with the Mississippi Department of Education (7) seven calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than seven (7) days of the solicitation posting or intent to award.
d.) **Content of Protest** - The written protest letter shall contain:

1. The name and address of the protester.
2. An appropriate identification of the procurement, the procurement number and if a contract has been awarded.
3. An explanation of the specific basis for the protest.
4. The protesting Offeror must provide facts and evidence to support the protest.
5. Provide statement of reason for the protest, supporting exhibits, evidence, or documents to substantiate any claim unless not available within the filing time in which case the expected availability date shall be indicated.
6. Place protest letter in an envelope clearly marked “Protest”
7. A protest is considered filed when received by the MDE, or designee. Protests filed after the seven (7) calendar days shall not be considered.

e.) **Protest Decision** - The MDE in collaboration with the Special Assistant Attorney General shall promptly issue a decision in writing. The decision shall:

1. state the reason for the action taken; and
2. inform the protestant of its rights.
The Mississippi Department of Education
Direct to Manufacturer
SPECIAL CONDITIONS

1. SCOPE

The purpose of this Invitation to Bid is to establish a contract or contracts, between the State of Mississippi, Department of Education, Office of Child Nutrition and Manufacturers, for food items used in Child Nutrition food service programs throughout the state. This contract will establish a maximum price that participating organizations will pay for items covered by the contract during the term of the contract. The MDE has established contracts for the distribution of these items to the participating member organizations. Contracted distributor warehouses are:

<table>
<thead>
<tr>
<th>Distributor</th>
<th>Location</th>
<th>Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>Briggs, Incorporated</td>
<td>Corinth, MS</td>
<td>Dry and Frozen/Refrigerated Items</td>
</tr>
<tr>
<td>Crumbley Paper Co.</td>
<td>Laurel, MS</td>
<td>Dry Items only</td>
</tr>
<tr>
<td>Merchants Foodservice</td>
<td>Jackson, MS</td>
<td>Frozen/Refrigerated Items only</td>
</tr>
</tbody>
</table>

The contracted distributor(s) will be responsible for purchasing, warehousing, and distributing contracted items to school districts and other participant organizations. Manufacturers are obligated to furnish the items covered by the contract at prices that do not exceed the contract price.

2. BID OPENING

The bid opening will be conducted open to the public. Due to the ongoing COVID19 pandemic, social distancing necessitates an electronic opening via the internet. This virtual bid opening may be accessed at: https://teams.microsoft.com/l/meetup-join?19%3ameeting_NmRkZjgxMjUtMDJkMS00YWJjLWFmZjQtNjMxOTI1MzIwMzM2%40thread.v2/0?context=%7b%22Tid%22%3a%22%3a%227e35b344-7106-498b-9980-0510a132b777%22%2c%22Oid%22%3a%22b5dedf8d-16fd-46c9-a6ac-b4a472c1425b%22%2c%22knotBroadcastMeeting%22%3atrue%7d

The opening will serve only to open, read and tabulate the bid prices of each bid. No discussion will be entered into with any vendor as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening. Any vendor making provisions to service a contract based on information obtained at the bid opening does so at their own risk. The MDE has no obligation to any contract except as would be authenticated by a written notification of award from MDE.

3. FIRM BID PRICE FOR MANUFACTURER DIRECT BIDS

Each item will be bid separately. Bid price shall be applicable to the bid unit. All items included in this bid are designated as “Direct to Manufacturer” items. Distributors that have a current contract with MDE shall purchase these items from the designated manufacturer at no more than the price set by the manufacturer’s contract with MDE. Truckload and other minimum pricing requirements are not applicable to this contract. Payment term discounts will not be considered. (See page 7 of the General Conditions, paragraph 12. Payment Terms.) The price bid for each item is the full purchase price. Unless otherwise specified, prices shall remain firm for the bid.

4. INSPECTION

Final inspection and acceptance or rejection may be made at delivery destination, but all items shall be subject to inspection and test at all times and places, and when practical. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification or rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the State or any subdivision thereof for such materials or supplies as are not in accordance
with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment therefore may be made at a proper reduction in price.

5. CONTRACT DURATION

Contract duration shall be for a period of twelve months with the option to renew for an additional twelve months. The effective date is expected to be January 1, 2021 with an expiration of 31 December 2021. Any contract extension is contingent upon the mutual approval of the MDE and contractor(s).

6. ESTIMATED USAGE

The Estimated Usage quantities indicated for each item in the MAPS bidder website are indicative of deliveries made to organizations from July 1, 2019 through June 30, 2020, and are accurate to the best of our ability to gather the data. However, bidders must understand that the Estimated Usage quantities indicated for an item does not constitute a guarantee to purchase any amount in excess of requirements. Recipients will only take receipt of approved contract brands unless the primary vendor is unable to supply the contracted brand. In such case, the provisions indicated in paragraph 61. Service Level will prevail.

7. RESTRICTION

No purchase shall be made, under the provisions of the contract, of items not specifically listed and authorized by the contract.

8. ADDITIONS / DELETIONS / CHANGES

The MDE reserves the right to add items and/or contractors and to make changes that are within the original scope of the contract during the term of the contract. Any such change will be made through the competitive bid process and shall not involve any item(s) covered by the original contract.

9. OTHER AGREEMENTS

Upon the effective date of the contract all other agreements or portions of other agreements held by participating entities which pertain to items covered by the contract shall be void.

10. SERVICE LEVEL

Contracted manufacturers shall fill all orders for products specified under the terms of the contract at a fill rate of 100%. Recurring shortages and/or back orders may be cause for termination of the contract. If the manufacturer fails to deliver contracted product(s) and the contracted distributor is required to procure the same item from an alternate source, the manufacturer causing the shortage/outage shall be responsible for any price difference. Purchase orders from distributors are to be filled at the quantities specified on the distributors order form. MINIMUM ORDER REQUIREMENTS ARE NOT APPLICABLE TO THIS CONTRACT.

11. TIME PERFORMANCE

The number of calendar days in which delivery will be made after submission of the contracted distributor's purchase order shall not be greater than 14 calendar days.

12. BIDS BASED ON STATE SPECIFICATIONS

Bidders are requested to bid on items set forth in the product identification listing. Where brand names and codes are specified, bids offered on any other than the brand names and codes specified will not be considered.

13. ALTERNATE BIDS

Alternate bids are not requested and any submitted will not be considered.
14. UNIT PRICE

Each item is to be priced separately by offering the base bid price for the bid unit specified in the item bid summary. It is the responsibility of the contractor to identify and understand the bid unit specified prior to entering the base bid. Failure to do so may result in the submission of an unintended extended total for an item(s). Regardless of the intention of the bidder, all submitted bids are final and the successful bidder will be expected to honor indicated bid item pricing.

15. PRICING

The Mississippi Department of Education (MDE) is requesting firm pricing for the term of the contract. The term of the contract is twelve months with the option to renew for an additional twelve months. It is understood that, with some categories of food, firm pricing for a twelve-month period may not be realistic. Therefore, manufacturers will be permitted to apply for price changes no more than three (3) times during the term of a two-year contract. Written requests must be received no later than December 10th and June 10th of each year during the term of the contract. The approved increase will become effective January 1st and July 1st. All requests for price increases are subject to negotiation and must be substantiated by product cost figures applicable to the pricing for the original bid and to the increase being requested. Justification for such a request must be documented by appropriate third-party market reports (i.e. Consumer Price Index, USDA Agricultural Marketing Services reports and/or Food Institute Reports to name a few).

In the event there is an uncustomary drop in the market price of any item or items covered by the contract, MDE will request a voluntary reduction in pricing by the contractor. Should the contractor refuse, MDE reserves the right to enter into price negotiation with the alternate supplier, provided however, that no agreement will be made with an alternate supplier that does not provide a price lower than the price provided by the contract with the primary supplier, and the reduction must be commensurate with the reduction in the market price.

If an event or events should occur that, through no fault of the contractor, would cause an unusual, unreasonable escalation it would be unreasonable to wait until the next scheduled time for a price change, MDE will consider a request for price adjustments at a time other than set forth above. Justification for such a request must be documented by appropriate third-party market reports (i.e. Consumer Price Index, USDA Agricultural Marketing Services reports and/or Food Institute Reports).

16. PROMOTIONAL ALLOWANCES and VOLUME INCENTIVES

Each bidder may offer promotional allowances or volume incentive for each line item. MDE will file promotional allowance requests to manufacturers either monthly or quarterly depending on volume of purchases. The manufacturer will remit to MDE a single payment for the amount due all organizations within thirty days of our request. MDE will then provide payment to each local organization based on their purchase of a specific product. Distributors will not be qualified for the promotional allowances and incentives offered in this bid. Promotional allowances and volume incentives will be an award criterion. Promotional allowances and volume incentives may be quoted on each item in the MAPS bidders website.

17. FREIGHT

All bids shall be offered F.O.B. Distributor Point with freight charges being the responsibility of the manufacturer. For purposes of determining freight, distributors locations are indicated below:

- Crumbley Paper Co. Laurel, MS Dry Items only
- Briggs, Incorporated Corinth, MS Dry and Frozen/Refrigerated Items
- Merchants Foodservice Jackson, MS Frozen/Refrigerated Items only

18. PACKAGING

All packaging shall conform to current standards acceptable to the trade and required by ICC Regulations.
19. REPORTS

Contractors may be required to furnish MDE with monthly reports of sales made under provisions of the contracts. The report shall include but is not limited to total line item sales by distributor for each item awarded.

20. ASSIGNMENT

The awarded vendor shall not assign or subcontract in whole or in part, its right or obligations under this agreement without prior written consent of the MDE.

21. PRODUCT CHANGES

If a manufacturer should alter or change any product or product identification code covered by this contract, it shall be incumbent upon that manufacturer to notify the MDE OCN thirty (30) days prior to any proposed change. MDE reserves the right to remove the product as an approved brand and to purchase the item from the alternate supplier.

Should manufacturer fail to provide the MDE with the required thirty-day notice of a change or alteration which results in a product that no longer meets the federally mandated meal pattern requirement, the manufacturer may be held financially responsible to any school district suffering a loss of federal revenue as a result of serving the unapproved product.

22. DECIMALS IN BID PRICES

The base bid and promotional allowance may only be carried out four places to the right of the decimal indicating 1/100th of a cent. Example: Base Bid $.3587 minus Promotional Allowance $.0913 = .2674. The net bid for the bid unit is $.2674. The net bid would now be multiplied by the bid item estimated usage to indicate the extended total. The extended total is rounded to the nearest penny. The extended total is the price used to award the lowest bidder.

23. BID PACKAGE

The bid package consists of the following:

➢ Invitation for Bid
➢ MAPS Bidder’s Site User Manual

24. INVITATION TO BID

Return this form (page 2) completed and with original signature. All information requested on the Invitation for Bid Form must be completed. Incomplete and/or unsigned forms may be rejected. Bidders should become familiar with the content contained in this Invitation for Bid.

25. ITEM SPECIFICATIONS REPORT

This report indicates the following:

Item number - four digit number assigned by MDE
Product Name - nomenclature name of item assigned by MDE
Product Type - Manufacturer will be indicated for this bid solicitation
Bid Unit - Serving, Each, Case, etc. may be indicated.
Packaging - how the recipient will order and receive the product
Commodity Type - Refrigerated/Frozen or Dry Food will be indicated depending on item
Distributor Group - The letter ‘A’ will be indicated only
Item Memo - written specifications that the product must achieve.
Approved Products - Indicates all approved manufacturers, brand names and product codes for the item.

The item specifications report(s) are available to all bidders in the MAPS bidder website. This report is for bidders use and is not required, nor desired, to be returned as part of this solicitation. Bidders will have access to item specification reports for the approved items for which they may submit a bid.
26. BID PRICING ENTRY

All bid pricing will be entered in the MDE MAPS bidder website. The bidder will enter the website using the provided username and password. Upon initial access, the bidder will be prompted to change the password to one of their choice. Bidders are responsible for safeguarding saved passwords for subsequent entry to the website. All bidders will receive a Bidders Site User Manual for MAPS. Bid prices shall be F.O.B. (freight included in price) to distributor warehouses. Distributors will receive tail-gated shipments at no charge to the manufacturer or shipping line. Adjustments to the contract price based on minimum order requirements are not permitted in this bid contract.

27. BID DOCUMENTS

Bidders must submit the following completed and signed forms:

1. Invitation for Bid (page 2)
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (page 3)
3. Bid Item sheets (MAPS generated)
4. Bid Summary sheets (MAPS generated)

Bid item sheets and bid summary will be available for the bidder to print upon completion of bid pricing entry in the MAPS system. Bidders should print the bid item and summary documents and review them prior to selecting the SUBMIT button in the MAPS system. If any errors are noted by the bidder, edits may be made to the affected item prior to submission. When the bidder is satisfied that all bid entries are complete and correct, then the SUBMIT button may be selected. **Once the bid is electronically submitted to the MDE, the ability to edit the bid is no longer available.** Each printed summary page must be enclosed in a sealed envelope with an original signature.

28. PRE-BID CONFERENCE

A virtual Pre-Bid conference is scheduled for 10:00 a.m. August 25, 2020. Attendance is highly recommended, however not a requirement for bid submission. All sections of this IFB will be explained. MAPS website bid entry training will also be conducted at this time.

29. ITEM IDENTIFICATION

Product or item identifications (descriptions) listed herein are not specifications. Product identifications are limited to requirements which can be verified on delivery by the recipient or information essential for communication between contractor and school district. For example, "U.S." Grades are generally not specified unless there is a grade shield on the container or the product is accompanied by an inspection certificate. The use of pre-approved brands makes it unnecessary to utilize detailed specifications.

30. BUY AMERICAN

Contractors will ship only domestic commodities or food products to recipient agencies. Domestic definition is, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically (7CFR210.21(d). Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the MDE.

There are limited exceptions to the Buy American provision which allow for the purchase of foods not meeting the "domestic" standard as described previously (i.e., "non-domestic") in circumstances when use of domestic foods is truly not practicable. These exceptions, as determined by the MDE are:

A. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
B. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product. For this purpose, the MDE considers a price difference of 10% to be a significantly higher cost of the domestic item.

Contractors must indicate all products that do not meet the Buy American standard to the MDE for approval. Utilizing the MDE Request for Substitution Form, Contractors must request from the MDE the substitution of domestic with non-domestic products, indicating reason and expected duration. Failure to receive approval from the MDE to deliver Non-Domestic Commodities may result in forfeiture of payment of the non-compliant items delivered.
31. CO-PACKERS

The Office of Child Nutrition will only accept products with manufacturer labels. Co-packed products are not acceptable.

32. UNITS OF PURCHASE

Whenever wholesale units of purchase are standardized, i.e., 6/ #10, the bid unit is specified as case, box, etc. If case, bag or box is the bid unit, then the identification will specify the exact pack. When a manufacturer wishes to quote a pack size which is different from the unit specified in the product identification, a different size may be quoted. The manufacturer shall always mark out the pack specified and insert the pack being bid. Manufacturers are not required to "repackage" to conform with the bid requirement.

When units of pack vary from one packer to another, it is necessary to specify the bid unit in other terms, i.e., pounds, each, 100's, 1000's, etc.

33. TERMS OF REFERENCE SPECIFIC TO PRODUCT IDENTIFICATION

**IMPS:** Institutional Meal Purchase Specifications (IMPS) were developed by the National Association of Meat Purveyors. The packer must be willing to certify to the contractor and/or user that the product meets the IMP specifications. These specifications standardize various fresh meat cuts or combination products for purposes of trade identification as to how they are cut, trimmed, ground, mixed, blended and the state of refrigeration required, i.e., chilled or frozen.

**Formulas:** The following formulations of products apply to the identification utilized in this bid:

**Wieners:**
- **Formula A** - beef and pork (in any combination)
- **Formula B** - beef, pork (beef is predominant)
- **Formula C** - pork, beef (pork is predominant)
- **Formula D** - beef

No product containing dry milk solids will be approved.

**Bologna:**
- **Formula A** - beef and pork (in any combination)
- **Formula B** - beef, pork (beef is predominant)
- **Formula C** - pork, beef (pork is predominant)

**Smoke Sausage:**
- **Formula A** - pork
- **Formula B** - pork, beef (pork is predominant)
- **Formula C** - beef, pork (beef is predominant)
- **Formula D** - beef and pork, plus any one or any combination of beef tripe, beef heart meat, pork heart meat, beef tongue meat, and pork tongue meat.

**Vegetable Protein Products (VPP):** The initials VPP are used herein to refer to Textured Vegetable Protein, because the commonly used initials TVP are a trademark of the ADM (Archer Daniels Midland) Company. The ratio of meat to VPP is referred to as percent meat (flesh) with VPP, rather than percent VPP, because the industry is to use this more accurate description. Items which contain VPP must carry on the main face of the label the following statement "This item contains Vegetable Protein Product(s) which are authorized as an alternate food in the Child Nutrition Programs." If a product has a CN Label, then the VPP statement is not required.

**Breading of Meat and Poultry Products:** Identifications as listed for meat and poultry require twenty-five percent (25%) breading at time of pack. Federal regulations require that breading (for meat and poultry) cannot exceed thirty percent (30%) without modifying the name of the product. Packers of breaded meat and poultry products normally will certify that breading at time of pack will range between twenty-four percent (24%) and twenty-eight percent (28%). Thus, twenty-five percent (25%) means "nominal." Successful contractors are required to furnish dated certificates from packers showing the packer's specifications on range of breading. If a product has a CN label, then a breading certificate is not required.
Fish Inspection and Grading: Fish as identified herein must bear the PUFI (Packed under Federal Inspection) Shield or USDC Grade Shield. Raw fresh-water fish (i.e., catfish) which are not normally packed under Federal inspection are exempt.

Raw or Cooked: Meats, poultry and seafood are deemed to be raw (uncooked) unless the term "cooked" is used. Term "cooked" implies "fully" cooked unless a lesser degree of doneness is specified. The term "precooked" implies that additional cooking is necessary before service.

IQF: The term "Individually Quick Frozen," or IQF, essentially means that the parts can be removed individually from packages. The term "quick" means frozen "at the time" in a freezer tunnel, either by air blast, nitrogen or carbon dioxide.

CN Label: When a product is CN (Child Nutrition) labeled, it is "certified" by the packer to conform to the nutritional requirements of the USDA Food and Nutrition Service (FNS). The label shows the contribution made by a given amount of product toward meal requirements.

Grades: The grades specified herein for fruits, juices and vegetables refer to "Packer Grades" except as specifically indicated otherwise. Packer Grades, offered by major buying groups, have proven reliable over the years in that these groups utilize USDA standards.

Standards of Identity: All products must conform to U.S. minimum standards requirements. If not, the supplier (packer) is in violation of the contract with the school district, as well as with the Federal Food and Drug Administration and/or the Federal Trade Commission.

Three (3) important Federal regulations pertaining to canned foods are listed below. These and other federal and state regulations are automatically part of proposal requirements.

1. **Net Container Quantity** - The minimum net quantity of all products in cans and jars shall be in accord with Section 401 of Federal Food, Drug and Cosmetics Act regarding the individual specifications for standard of fill for the product as prescribed in 21 CFR Part 100-169.

2. **Fill of Containers** - All products shall be filled as full as practical under good commercial packing practices without impairment of quality and otherwise in accord with Section 401 of the Federal Food, Drug and Cosmetics Act, regarding individual specifications for standards of fill (21 CFR Part 100-169).

3. **Drained Weights** - Drained weight of "wet pack" items shall conform to good industry practices and the minimum requirements of the Federal Food, Drug and Cosmetics Act for drained weight, as prescribed in the individual specifications of each product in 21 CFR Part 100-169. Except for whole tomatoes, drained weight is not a factor of USDA grade.
<table>
<thead>
<tr>
<th>Start Date</th>
<th>August 19, 2020</th>
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<tbody>
<tr>
<td>First date of advertisement</td>
<td>August 25, 2020</td>
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<tr>
<td>Pre-Bid Conference</td>
<td>August 25, 2020</td>
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<td>Second date of advertisement</td>
<td>August 26, 2020</td>
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<td>Deadline for question submission</td>
<td>September 1, 2020</td>
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<td>September 9, 2020 10:00am</td>
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