



Solicitation of Commodity Procurement

Commodity all lines included

REQUIRED METHOD IS TO SUBMIT Electronic or by

Us mail. Please send

Copies To:

Mrs Jodi Key

Guadalupe School

1385 North 1200 West

Salt Lake City,

Utah 84116

Jodi.key@guadschool.org

May 13,2022 Bid opens Bid closes at 5 pm on May 27, 2022

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REQUEST FOR BID
Guadalupe School
Commodity Processing of all lines including
commodities

I. INTENT OF REQUEST FOR BID

The purpose of this Request for Bid (RFB) is to solicit competitive sealed bids from qualified suppliers for procurement of processing USDA commodity flour Guadalupe School for Acquiring Resources Efficiently organization (GUADALUPE SCHOOL). The contract will be a Firm Fixed Price Contract.

GUADALUPE SCHOOL is Public Charter School in the State of Utah.

II. ELIGIBILITY REQUIREMENTS

In order to be eligible to respond to this RFB, an interested supplier must meet all of the following minimum qualifications:

A. Approved Processor

The interested supplier must be an approved commodity processor for the State of Utah.

B. Non-Discrimination

The interested supplier must comply, at all times during the bidding and contracting period, with all applicable federal, state, county, and city anti-discrimination laws, ordinances, rules, and regulations. Any violations of this provision shall be considered a violation of a material provision of the audit contract and shall be ¹grounds for cancellation, termination or suspension.

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III. GENERAL INFORMATION

A. Terms & Conditions

The successful supplier must perform the contract in accordance with All Laws of the State of Utah regarding Procurement.

B. RFB Information

All bid documents will be available by writing a request and emailing it to Jodi.key@guadschool.org

C. CSD Contacts

Bidders shall not unduly contact or offer gifts or gratuities to owners, users, or selected committee members in an effort to influence the selection process. This prohibition applies before the RFB documents are issued as the contract is developed, and extends through the award of the contract. Failure to comply with this requirement may result in a disqualification.

D. Inquiries

All inquiries relative to this RFB must be submitted in writing to Jodi.key@guadschool.org

E. Addendum to RFB

If it becomes necessary to revise this RFB in whole or in part, an addendum will be sent to any interested Suppliers that request it.

F. RFB Award

GUADALUPE SCHOOL reserves the right to reject the low bid if the products bid are not equal to or better than the items listed on the Cost Schedule and/or are not acceptable in taste, appearance, and texture (if samples are requested and evaluated).

GUADALUPE SCHOOL also reserves the right to award the contract to a single supplier or multiple suppliers. When the award is made, it will be made available upon request.

G. Contract Period

This agreement shall commence on the date of the RFB awards and continue for two (2) years. Each bid must include an option whereby GUADALUPE SCHOOL, in its sole discretion, can extend the contract annually for up to four. If unforeseen issues occur this contract can be extended beyond the 4 year period.

(4) Additional years on the same terms, prices, and conditions set forth in this document and/or as negotiated between the successful supplier and the Purchasing Agent. The option shall be exercisable at the end of the first year. If the option is not exercised, then the contract shall automatically expire at the end of the contract term. Notice of exercise of the option must be given at least thirty (30) days prior to the end of the contract term.

H. Contract Pricing

During the Contract renewal period only, the Supplier may negotiate one (1) price increase with written verification from the manufacturer that the Supplier's price has increased. Unless unforeseen issues arise such as a Worldwide Pandemic. Any manufacturer decreases will also be passed on to GUADALUPE SCHOOL.

All prices quoted must be firm for the contract year July 1, 2022 to June 30, 2024. GUADALUPE SCHOOL may negotiate with the Supplier to remove or add items from the contract if it is advantageous to GUADALUPE SCHOOL.

Consideration for bid price increases or decreases will be made only for extreme changes in market conditions, as determined and agreed upon by GUADALUPE SCHOOL, the Purchasing Agent, and the Supplier.

I. Estimated Usage

The estimated usage for 2022-2023 has not been calculated at this time. However, the past fiscal year's average should give you an educated guess of diverted pounds from School year 2022, this is not a guaranteed amount, just an estimate.

J. Commodity Codes

See attached

V. BID REQUIREMENTS

The bidding supplier shall include all of the information requested below:

A. Product Information

The following product information shall be included with the bidding supplier's bid.

1. **Brand** – The brand or trade name, manufacturer's name, identification number, and CN label must be given on each case of merchandise sold to Guadalupe School. Products must have an equivalent item available for purchase through the GUADALUPE SCHOOL distributor.
2. **Grade** – The grade must be specified for each product as defined by the Nutrition label provided from Manufacture and the United States Department of Agriculture.
3. **Specifications** – The bidding supplier must bid products that are equal to or better than the products listed under each label included in the bid. Labels and signed product formulation statements should be sent with bid information. See attachment for a generic list of products that are going to be used. This list is not a guarantee of purchase only a estimate.
 - Item name, Cn number if available, case weight, case pack, net off invoice or price before fee for service caseprice
 - Item name, CN number if available case weight, case pack, case price for shippingthrough State Warehouse in , Utah

Bid items will be disqualified that do not meet or exceed all specifications as of the time and date of the bid opening. If a product is processed and it is later established that said product fails to comply with these specifications the item will be rejected and Returned to the Supplier at the Supplier's expense. Also, no furnished goods shall be older than last season's pack.

B. Bid Pricing

Please include MFG number in bidding with full description of The document that will be used to evaluate pricing.

C. History of Food Safety of Violations

The bidding supplier must provide a three (3) year history of food safety violations by USDA or any state/local health department.

Commodity sheet

D. Product Samples

Samples may be requested to assist in making final decisions for contract award. Samples must be furnished without cost to GUADALUPE SCHOOL within a reasonable time after the bid opening. Failure to furnish samples may disqualify the bid. If samples are requested, they will be evaluated and deemed acceptable or nonacceptable by GUADALUPE SCHOOL based on taste, appearance, and texture.

VII. SUBMITTING YOUR BID

A. Bid Delivery

The bid and supplemental information must be accepted by the Guadalupe Purchasing Department by the due date and time listed at top of this document. Bids received after that time will be deemed non-responsive. Faxed or emailed bids will be accepted. Bids must be sealed and labeled with the bid number. Bids must be submitted to the address and attention below:

Jodi Key
1385 North 1200 West
Salt Lake City Utah 84104

B. Bid Submittals

Each bidding supplier shall submit only one (1) bid. Alternate or multiple bids from a single supplier are prohibited.

C. Bid Preparation & Cost

All bid preparation costs and any associated activities related to this RFB are the sole responsibility of the bidding supplier. Guadalupe School is not liable for any costs incurred throughout the entire selection process.

D. Proprietary Information

Any supplier may designate those portions of the submittals which contain trade secrets or other confidential matters that the Governmental Records and Access Management Act (GRAMA) would allow to be a protected record. Any disclosure of submittals or portions thereof shall be in accordance with GRAMA and State law.

Please see enclosures

Re: A complete list of usage is enclosed for a 4 month window. However due to shortages from Manufactures I have enclosed it entirely. Commodities will be listed separately also