

INVITATION FOR BID

Child Nutrition Program - Food



Bid Title: Annual Requirements for Cafeteria Breakfast Kit Products

Bid Nbr: BK-2024

Issue Date: April 15, 2024

Solicitations Will Be Opened: Thursday, May 16, 2024 @ 2:00 p.m. **And May Not Be Withdrawn for 90 Days after Such Date and Time.**

Location: **Unified Purchasing Cooperative, 1007 Cottonwood Drive, Loveland, OH 45140**
****to attend the bid opening, come to Entry B**

GENERAL CONDITIONS OF INVITATION FOR BID SECTION A

1. PREPARATION OF BID PROPOSALS

- (a) The forms included in this Invitation for Bid (IFB) are to be used in submitting your bid proposal.
- (b) All information required in this IFB shall be furnished. The bidder shall print or type his/her name and manually sign Section D.
- (c) Unit price shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bid proposals will not be considered unless authorized by the Invitation for Bid.
- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) Bidders will not include federal taxes nor State of Indiana, Kentucky or Ohio sales, excise, and use taxes in bid proposal prices as the Unified Purchasing Cooperative and its members are exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (g) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by this IFB. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements contained in the IFB will be accepted as a basis of varying the requirements of the Unified Purchasing Cooperative or the compensation to the vendor.
- (i) Bidders are advised that all Unified Purchasing Cooperative contracts are subject to all legal requirements provided for in Ohio and Federal Statutes.

2. DESCRIPTION OF SUPPLIES

- (a) Any manufacturer's names, trade names, brand names, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive.
- (b) Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are proposing.

3. SUBMISSION OF BID PROPOSALS

- (a) Unless approved prior to submission, bid proposals and changes thereto shall be submitted to bids@upcdrv.org. All sections requiring a signature must be mailed to the Unified Purchasing Cooperative. The name and address of the bidder, the date and hour of the bid proposal opening and the material or service bid on shall be placed on the outside of the envelope.
- (b) Unless approved prior to submission, bid proposals must be submitted on the forms furnished by Unified Purchasing Cooperative.
- (c) Bid proposals and any duly-issued addenda must be received prior to the time and date of the bid proposal opening.

4. REJECTION OF BID PROPOSALS

- (a) The Unified Purchasing Cooperative may reject a bid proposal if:
 - i. The Bidder misstates or conceals any material fact in the bid proposal, or if
 - ii. The bid proposal does not strictly conform to the law or requirements of the IFB, or if
 - iii. The bid proposal is conditional, except that the bidder may qualify his/her bid proposal for acceptance by the Unified Purchasing Cooperative on an "all or none" basis, or a "low item" basis. To be considered for an "all or none" award, bidder must submit pricing on all items in the IFB.
- (b) The Unified Purchasing Cooperative may, however, reject all bid proposals whenever it is deemed in the best interest of the Unified Purchasing Cooperative to do so, and may reject any part of a bid proposal unless the bid proposal has been qualified as approved in 4(a)3. The Unified Purchasing Cooperative may also waive any minor informalities or irregularities in any bid proposal.

5. WITHDRAWAL OF BID PROPOSALS

- (a) Bid Proposals may not be withdrawn after the time set for the bid opening for a period of time as specified.
- (b) Bid Proposals may be withdrawn prior to the time set for the bid opening. Such request must be in writing.

6. LATE BIDS OR MODIFICATIONS

- (a) Bid Proposals and modifications received after the time set for the bid opening will not be considered.
- (b) Modifications in writing received prior to the time set for the bid opening will be accepted.

7. CLARIFICATION OR OBJECTION TO BID PROPOSAL SPECIFICATIONS

(a) If any person contemplating submitting a bid proposal for this contract is in doubt as to the true meaning of the specifications or other bid proposal documents of any part thereof, he/she may submit to the Unified Purchasing Director on or before five days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid proposal, if made, will be made only by Addendum duly issued. A copy of such addendum will be mailed, telegraphically transmitted or delivered to each person receiving an Invitation for Bid. The Unified Purchasing Cooperative will not be responsible for any other explanation or interpretation of the proposed bid proposal made or given prior to the award of the contract. Any objection to the specifications or requirements as set forth in this bid proposal must be filed in writing with the Unified Purchasing Director on or before five days prior to scheduled opening.

8. DISCOUNTS

(a) Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid proposal evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

(b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

9. SAMPLES

(a) Samples, when required, must be submitted within the time specified at no expense to the Unified Purchasing Cooperative. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

10. AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsive/responsible bidder whose bid proposal, conforming to the Invitation for Bid, is most advantageous to Unified Purchasing Cooperative, price and other factors considered.

(b) The Unified Purchasing Cooperative reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualified his/her bid by specified limitations. Re Par 4(a)iii.

(c) The Unified Purchasing Cooperative shall award contract items by drawing lots in the presence of witnesses when considering tied bid proposals.

(d) A written award of acceptance mailed or otherwise furnished to the successful bidder shall result in a binding contract without further action by either party.

11. DELIVERY

(a) Deliveries are to be FOB Destination with all transportation charges prepaid, unless otherwise specified in the Invitation for Bid.

(b) Deliveries are to be made to the member district or school as directed on the purchase order, unless otherwise specified in the Invitation for Bid, during the hours of 8:00 a.m. to 3:00 p.m.

12. CONDITION OF MATERIALS AND PACKAGING

(a) All items furnished must be new and free from defects. No others will be accepted under the terms and intent of this IFB. All containers shall be new and suitable for storage or shipment, and price bid shall include standard commercial packaging.

13. CLAIMS

(a) Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

14. LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

(a) Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid proposal and subsequent contract(s) including but not limited to:

- Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as applicable to this contract.
- Minority Business Enterprise (MBE), as applicable to this contract.
- Occupational Safety and Health Act (OSHA), as applicable to this contract.
- Davis-Bacon Act 40 U.S.C. 3141-3148, as applicable to this contract

15. ENTIRE AGREEMENT

(a) This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

16. COLLUSION

(a) The Bidder, by affixing his/her signature to this proposal agrees to the following: Bidder certified that his/her bid proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid proposal for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

17. PAYMENT

(a) Members are responsible for making payments to the successful bidder(s) for items purchased as a result of this IFB. Bidders should note that in some instances payment cannot be made until it is approved by a member's governing board, which generally meets monthly.

18. VARIANCE IN CONDITIONS

(a) Any and all special conditions and specifications attached hereto which varies from General Conditions shall have precedence.

* LOCAL is defined as Brown, Butler, Clermont, Hamilton Counties (OH); Boone, Campbell, Kenton Counties (KY); and Dearborn, Ohio, Ripley Counties (IN).