NORTHSHORE SCHOOL DISTRICT No. 417 Bothell, Washington

INVITATION FOR BIDS

Food Service Beverages

Bids Due: February 12, 2020 at 3:00PM PDT

FOOD SERVICE BEVERAGES INVITATION FOR BID

NOTICE TO BIDDERS: Notice is hereby given that Northshore School District No. 417 will receive sealed bids for the supply of beverages for the Food Services Department. Bids shall be submitted to the Northshore School District Administrative Offices, ATTN: Ashley Clericus, 3330 Monte Villa Parkway, Bothell, WA 98021. All bids will be opened and publicly read aloud at 3:00PM on February 12, 2020. Each bid shall be in accordance with the Invitation for Bid Documents. Copies of the Invitation for Bid Documents may be examined on the District website at http://www.nsd.org/business. Small Businesses and Minority and Women-Owned businesses are encouraged to apply.

Seattle Daily Journal of Commerce

Dates of Advertisement: January 22, 2020 and January 29, 2020

NORTHSHORE SCHOOL DISTRICT NO. 417 BID

INVITATION FOR

FOOD SERVICE BEVERAGES

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PART 1 - INSTRUCTIONS TO BIDDERS

1.01 GENERAL INSTRUCTIONS TO BIDDERS:

- A. Northshore School District ("District") is requesting bids from qualified Bidders to supply beverages for the Food Services Department to District schools. District intends to award a contract to the lowest responsive and responsible Bidder. The contract will be for an initial term from March 16, 2020 through August 31, 2020 with four optional one-year extensions.
- B. Distribution of this IFB or receipt of any bid shall not constitute a commitment by the District to any Bidders. If it is determined that the submitted bids are not economically beneficial to the District or for other business reasons, the District may, at its sole discretion, reject all bids or waive informalities in the invitation for bid process.
- C. The following is a draft schedule of procurement activities related to this IFB:

Procurement Schedule

Date	Activity
1/22/2020	Date of First Advertisement
2/5/2020	Deadline to Submit Questions or Requests for Substitution
2/12/2020 at 3:00PM	Bids Due, Public Bid Opening at District Administrative Office- Room 102
2/26/2020	Notice of Intent to Award Issued (All Bidders Notified)
3/9/2020	Board Approval for Contract Award
3/16/2020	Contract Start Date

1.02 PREPARATION OF BID FORM

Bidder must fill in all spaces provided on the bid form. All costs in submitting a bid, responding to inquiries, and if requested, demonstration of products or services shall be borne in full by the interested Bidder. The District is requiring firm, fixed unit prices for this project.

1.03 **SIGNATURES**

The required forms must be signed in the name of the Bidder and must bear the title and signature of a person duly authorized to sign the bid.

1.04 QUESTIONS AND ADDENDA

Any clarifying questions pertaining to the contract documents or bid preparation should be directed in writing to:

Ashley Clericus, Contracts and Procurement Manager

Email: aclericus@nsd.org

The text "Food Service Beverages IFB" must be in the subject line of all email communications. Communications relating to this Invitation for Bid with District or District-contracted personnel other than Ashley Clericus, Contracts and Procurement Manager, may result in the Bidder being disqualified from further participation in this procurement. Questions must be submitted no later than the date specified in Section 1.01 above. Verbal responses are not binding. Bidders shall not rely upon any oral statements or conversations they may have with District employees, agents, or representatives regarding the solicitation. All questions will be answered in writing and included in formal Clarification or Addenda documents that will be posted to District's website at http://www.nsd.org/business. It is the responsibility of Bidder to review the District website regularly for updates. The Bidder must acknowledge all Addenda on the Certification Form. Failure to acknowledge Addenda may result in the Bid being declared non-responsive.

1.05 <u>EXAMINATION OF INSTRUCTIONS, CONDITIONS, AND/OR</u> SPECIFICATIONS

Bidders shall thoroughly examine and be familiar with all instructions, conditions, and/or specifications. The failure of a Bidder to receive or examine any form, attachments,

addendum or other document, or visit to the site when required in order to acquaint the Bidder with existing conditions, shall in no way relieve the Bidder from obligations concerning the bid or the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

1.06 TAXES

Bids are not to include sales tax. However, sales tax shall be paid to the supplier by the District, and the supplier shall make sales tax payments as required by law. Current sales tax rates are included in Attachment F Location List.

1.07 FEDERAL REQUIREMENTS

- A. The Bidder assures the District that its agency/labor union will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and all contracts for goods and services will be considered and will not be discriminated against on the basis of race, color, national origin, gender, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX/Chapter 28A.640 RCW of the Education Amendments of 1972, as amended.
- B. District/State participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

1.08 CONTRACT

Bidder shall review the attached Sample Contract (Attachment G). Bidder shall be prepared to execute this document if selected. If Bidder would like to request revisions to the Sample Contract terms, Bidder shall submit a statement in the Appendix of its bid indicating any terms that it would like to negotiate. These terms should be clearly identified by reference to the Section number of the Sample Contract where the terms can be found. Bidder shall clearly indicate the suggested revisions to terms. District reserves the right to negotiate these contract terms with the selected Bidder.

1.09 PROTEST PROCEDURE

District's Protest Procedure can be found on the website at http://www.nsd.org/business.

1.10 PUBLIC INFORMATION/CONFIDENTIALITY

- A. The District understands that Bidders may include within their bid information that is deemed confidential in the opinion of the Bidder. The Bidder must understand that the District is subject to clear legislation governing open records and public information requests within the State of Washington. Bidders must clearly mark portions of their bid that they feel are exempt from disclosure pursuant to RCW 42.56 and include an explanation as to why they believe the indicated documents are exempt. The District will not be bound by any blanket confidentiality agreements, and the District makes no assurances that confidential materials will be held in confidence if they are not deemed qualified for exemption.
- B. Bidder acknowledges the obligations for maintaining the confidentiality of student records and access to the parents and students of such records in accordance with the Family Education Rights and Privacy Act (FERPA).

1.11 BACKGROUND CHECKS

A. All of Bidder's Delivery Drivers who will be on-site regularly at school locations will be required to have a multi-state background check completed. Please refer to the Sample Contract in Attachment G for more information about the background check requirement. Copies of completed background checks shall be submitted to the District prior to each employee providing services. Costs for the background checks will be the responsibility of the Bidder.

1.12 REQUESTS FOR SUBSTITUTION

Requests for substitutions shall be submitted by email and received no less than five (5) business days prior to the bid opening date. Late requests will not be considered. District shall only consider requests made by potential Bidders. Requests shall be submitted via email to aclericus@nsd.org and shall include complete descriptions, technical data, and documentary evidence that the proposed substitution is equal to or

better than those articles or materials specified. All requests for "approved equals" shall clearly and completely specify how the request meets or exceeds the required function of District's specification, and how the substitution is equal to or superior to District's specification. District reserves the right to request that samples be submitted and satisfactory demonstrations made for the proposed substitutions prior to approval. Freight, insurance, on-site storage and display, security, claims, and all other costs for consideration of samples of "approved equals" shall be entirely borne by the Bidder and its suppliers, both shipping to and from District. District is the sole judge as to the comparative quality and suitability of alternative equipment, articles, materials or processes, and its decision is final. If District's decision results in a change to the IFB Documents all Bidders shall be advised by Addendum.

PART 2 – GENERAL REQUIREMENTS, SCOPE OF WORK

2.01 SUMMARY OF WORK

Northshore School District ("District") is requesting bids from qualified Bidders to supply beverages to District schools for the Food Service Department. A list of the items requested can be found on the Attachment A Bid Form. Bidders should be prepared to supply a sample of each item bid at District's request. School Locations are listed in Attachment F Location List. District reserves the right to add additional locations as needed. Unless the District specifies otherwise, the bid price shall include the bidder's total charges for supplying all products and/or services, including transportation charges at any location within District boundaries.

School buildings are to be served as ordered no later than 1:00 PM on the scheduled delivery date. Each site will be delivered beverages one (1) time per week unless requested otherwise by the Food Service Department. Products need to have at least 10-day shelf life from date of delivery. Delivery must be supervised by district staff and no unattended deliveries will be permitted. Safe delivery windows and locations must be adhered to. School Administrators have the right to set safe delivery windows and locations depending on the needs of the school. Service may be required on days when school is not in session if schools do not have an adequate inventory due to non-student days. Vendors unable to meet specified delivery times in any school shall state exceptions as part of their bid response. Questions on delivery schedule or service may be directed to the Northshore School District Food Services Director, Juliana Fisher. Vendors must be prepared to fill all orders with the sizes and quantities specified on the quote. Any items ordered but not shipped must be indicated on all packing slips and not treated as a back order for future delivery.

All products must be produced, handled and transported in a sanitary manner and must be in compliance with health and sanitary requirements of the State of Washington and of King and Snohomish County. The bid shall include an annual escalation clause (in August of each contract year) with a percentage of increase. The escalation percentage for each year must be included on the Attachment A Bid Form.

Alternates may be submitted. However, the product bid shall meet or exceed specifications. Bidders submitting bids on alternate items from those specified by the District shall be prepared to provide a sample of the products along with a full description upon request. The District will make the determination as to whether the substituted materials will be accepted. The District's decision shall be final. Please see Section 1.12 above for more information on this process.

Award of this contract does not grant the right to the contractor to utilize the award in any advertising media nor may any District employee endorse a product or service covered by this contract.

All merchandise delivered is subject to inspection and acceptance or rejection to the satisfaction of the District. The bidder shall also assume all responsibility in making any necessary adjustments with freight companies or replacing any materials damaged in transit, to the satisfaction of the District.

It is understood that all quantities specified in this invitation for bid are as accurate as can be ascertained at this time and that it shall be the privilege of the District to alter quantities as necessary to fit exact requirements. If the quantities are decreased, payment will be made on actual quantities at the bid unit price. The undersigned bidder shall make no claims for anticipated profits or additional compensation for any decrease in the quantities. It is expressly understood and agreed that the District may purchase any number of items from the bidder at the bid unit price. The District reserves the right to split awards by item in securing the best advantage for the District, providing quality of product is maintained.

PART 3 – CONTENT, FORM, AND EVALUATION OF BIDS

3.01 SUBMISSION OF BID

Bids shall be submitted to the Northshore School District Administrative Offices, ATTN: Ashley Clericus, 3330 Monte Villa Parkway, Bothell, WA 98021 by the date and time listed in Section 1.01C above. Bids should be hand-delivered or sent using certified mail to ensure that they arrive by the due date and time. Late submissions will not be accepted. Bidders accept all risks of late delivery, regardless of fault. Submittal of bids by facsimile or e-mail transmittal shall not be accepted or considered.

Bids must be sealed, completed on the attached forms, and signed by the duly authorized representative of the Bidder. On the envelope in which the completed and signed Bid Document is sealed and submitted, print the Bidder name and the title "Food Services Beverages IFB". Bidder shall submit one original copy of its Bid with original signatures. Bidder shall submit an electronic copy of the Bid form spreadsheet in MS Excel format on a USB drive.

The Bidder assumes the sole risk and responsibility for all expenses connected with the preparation of this Bid.

CHECKLIST OF BID DOCUMENTS

Attachment A	Bid Form (Paper and Electronic Copy)
Attachment B	Company Information and References

Attachment C Certification Form

Attachment D Debarment and Anti-Lobbying Certification

Attachment E Cooperative Purchasing Form

This checklist is provided only as a convenience for Bidders and is not intended to be a detailed or a complete listing of all documents that may be required. Bidders are advised to read carefully all portions of the IFB Documents and to comply with all requirements.

3.02 RESPONSIVENESS AND RESPONSIBILITY REVIEW

District intends to award a contract to the lowest responsive and responsible Bidder. District reserves the right to correct mathematical errors that are obvious on the face of the Bid. After Bids are opened, Bids will be checked for correctness of Bid unit price extensions and the total Bid Price. The unit price will be used as the intended correct price when correcting mathematical errors.

Bids that are complete with all required forms, signatures, and prices will be considered responsive. District reserves the right to request additional information from a Bidder when evaluating the responsiveness of the bid. District may waive irregularities in the bidding process or bid documents.

District will review Bids for the following responsibility criteria:

- A. A current state unified business identifier (UBI) number;
- B. Not be debarred from contracting with any State or Federal governmental entity;
- C. Have positive references from current or previous clients.

If District determines a Bidder to be not responsive or responsible, District will provide, in writing, the reasons for the determination. The Board of Directors of the District reserves the right to reject any or all bids and to waive any informalities or irregularities in the bidding, or to request that additional information be provided after bids are submitted.

If District receives a single responsive, responsible Bid, District may conduct a price and/or cost analysis on such Bid. The Bidder shall promptly provide all cost or pricing data, documentation, and explanation requested by District to assist in such analysis. By conducting such analysis, District is not obligated to accept the single Bid and, among its other options, reserves the right to reject such Bid.

3.03 <u>DISQUALIFICATION OF BIDDERS</u>

A. The District in its discretion may determine that a Bidder is not responsible and reject its bid for any of the following reasons:

- 1. Evidence of collusion with any other Bidder or Bidders. Participants in such collusion shall be disqualified from submitting any further bids.
- 2. If District determines that Bidder is not qualified to perform the contract.
- 3. Unsatisfactory performance record, judged from the standpoint of conduct of service, or progress, as shown by past or current service for the District.

- 4. Failure to pay or settle bills on any former or current contracts.
- 5. If the Bidder has previously defaulted in the performance of a written public contract, or has been convicted of a crime arising from a previous public contract.
- 6. Any other inability, financial or otherwise, to perform the contract.
- 7. For any reasons deemed improper as determined from a pre-award survey of Bidder's capability to perform.
- 8. Any bid submitted by a Bidder who is not registered or licensed as may be required by the laws of Washington State.
- B. District reserves the right to require a Bidder to submit a statement of experience with references for any proposed subcontractor(s). District may reject any subcontractor that is determined not to be responsible and require the Bidder substitute that firm for a qualified firm.

3.04 BID EXCEPTIONS

- A. Bidder is expected to provide services compliant with the requirements included in Section 2 above. If Bidder is not able to meet these requirements, Bidder may submit a statement in the Appendix of its bid indicating any requirements which cannot be met. These requirements should be clearly identified by reference to the Section number of the IFB where the requirements can be found. Bidder shall provide a detailed statement indicating why these requirements cannot be met. District reserves the right to evaluate these requirements and determine whether to determine that the bid is non-responsive or remove the requirement from consideration for all Bidders and equitably evaluate all bids based on the revised requirements. Bidder is strongly encouraged to request a revision to the requirements using the process indicated in Section 1.04 of the IFB prior to the due date for bids.
- B. Bidder shall review the Sample Contract for this IFB (Attachment G) and be prepared to execute this document if selected. If Bidder would like to request revisions to the Sample Contract terms, Bidder shall submit a statement in the Appendix of its bid indicating any terms that it would like to negotiate. These terms should be clearly identified by reference to the Section number of the Sample Contract where the terms can be found. Bidder shall clearly indicate the suggested revisions to terms. District reserves the right to negotiate these contract terms with the selected Bidder.

3.05 <u>WITHDRAWAL OF BIDS</u>

Any bidder may withdraw its bid, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. No Bidder may withdraw its bid after the time set for opening thereof, unless the award of contract is delayed for a period exceeding 45 days.

ATTACHMENT A

BID FORM

Attachment A: Bid Form is a MS Excel spreadsheet available on the District website at http://www.nsd.org/business. This Attachment must be submitted in the hard copy of the Bid, and also electronically submitted in MS Excel format on USB Flash Drive.

For technical assistance with this form, please use the communication protocol specified in Section 1.04 of the IFB document.

FOOD SERVICE BEVERAGES ATTACHMENT B

COMPANY INFORMATION AND REFERENCES

I. Brief Resume of Bidder
Company Name:
Date Established:
Former Names (if any):
Type of Ownership or Legal Structure:
Corporate Address:
Branch Address (if applicable):
II. References
Three references are required. References will be contacted, therefore accurate contact information is required. Failure to provide accurate contact information may result in scoring deductions. District cannot be used as a reference.
Reference 1:
Contact Name:

Phone Number:
Email Address:
Brief Description of Work Performed:
Reference 2:
Contact Name:
Phone Number:
Email Address:
Brief Description of Work Performed:

Reference 3:
Contact Name:
Phone Number:
Email Address:
Brief Description of Work Performed:

ATTACHMENT C

CERTIFICATION

Pursuant to and in compliance with this Invitation for Bid and all documents relating thereto, the undersigned hereby offers to furnish and deliver any or all of the articles enumerated at the prices quoted herein.

Bidder certifies that his/her company complies with the Buy American provision that the food delivered is of domestic origin or the product is substantially produced in the United States. For these purposes, substantially means over 51% of the processed food is from U.S. produced products.

Authorized Signature:	Date:
Printed Name & Title:	
Legal Company Name:	
Telephone:	
Email Address:	
UBI Number:	
DUNS Number:	
Acknowledge receipt of addendum #	through

ATTACHMENT D DEBARMENT AND ANTI-LOBBYING CERTIFICATION

	certifies that to the best of their knowledge/belief
that neither	as an individual and/or the company and its
principals are presently debarred, suspended, pro	posed for debarment, declared ineligible, or voluntarily
excluded for the award of contracts by any Federa	I governmental agency or department.
• • •	neans officers; directors; owners; partners; and persons esponsibilities within a business entity (e.g. general ion, or business segment, and similar positions). shall provide immediate written notice to Northshore
School District if at any time during the term of	this Agreement, including any renewals hereof, if such
	come erroneous by reason of changed circumstances.
	chool District should determine at any time that this
certification is false, Northshore School District re	serves the right to review the status of the organization
and if necessary, terminate this agreement.	

Should individual/company enter into a covered transaction with another person at the next lower tier, we agree by signing this agreement that we will verify that the person with whom we intend to do business is not excluded or disqualified. We will do this by:

- (a) Checking the federal Excluded Parties List System (EPLS); or
- (b) Collecting a certification from that person if allowed by this rule; or
- (c) Adding a clause or condition to the covered transaction with that person.

Individual and/or company agree by signing this agreement that 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. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

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 and/or debarment.

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203 - 11 and 52.203 - 12 and 31 U.S.C. 1352, the "Byrd Anti - Lobbying Amendment."

- (a) FAR 52.203 12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification
- (b) The Bidder, by signing below, hereby certifies to the best of his or her knowledge and belief that:
- (1) No 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 on his or her behalf 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 (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.
- (c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Authorized Signature:		Date:	
Printed Name	Company		

ATTACHMENT E COOPERATIVE PURCHASING INFORMATION

In the event another area school district or public entity has the need for the same services, they may wish to utilize another executed bid in the area. RCW 39.34 allows cooperative purchasing between public agencies in the State of Washington. Public agencies that have, or in the future file an Interlocal Cooperative Purchasing Agreement with the District may purchase from the District's contracts, provided that the Bidder has agreed to such participation.

If the cooperative purchasing process is allowed, then each district will take responsibility for its own purchase orders, payment procedures, evaluations, and scheduling of Bidder's services. Each district will take responsibility for performance of any purchasing contract with the Bidder.

Each Bidder shall indicate on this bid form whether it will honor the pricing and terms and conditions to other public agencies in accordance with this Agreement's terms and conditions. Award of the contract(s) will not be affected by the Bidder's agreement to allow cooperative purchasing. The District will not have any responsibility or liability for orders issued by other public agencies utilizing the District's contract through an Interlocal Agreement.

As per the terms and conditions of this contract, will the Bidder allow public agencies in

addition to North	shore School D	strict to purchase from this contract?
Yes:	No:	(check one)
If yes, Bidder wil agencies prior to		ty to review ability to perform/deliver to requesting at of services.
Authorized Signa	ature:	Date:
Printed Na	ame	Company

ATTACHMENT F LOCATION LIST

Bothell Sr. High Sales Tax: 10% 9130 NE 180 ST Bothell, WA 98011-3360

Inglemoor Sr. High Sales Tax: 10% 15500 Simonds RD NE Kenmore, WA 98028-4430

North Creek Sr. High Sales Tax: 7.8% 3613 191st Place SE Bothell, WA 98012

Woodinville Sr. High Sales Tax: 10% 19819 136 AVE NE Woodinville, WA 98072-8775

Canyon Park Middle School Sales Tax: 10.4% 23723 23 AVE SE Bothell, WA 98021-9644

Kenmore Middle School Sales Tax: 10% 20323 66 AVE NE Kenmore, WA 98028-2052 Leota Middle School Sales Tax: 10% 19301 168 AVE NE Woodinville, WA 98072-8426

Northshore Middle School Sales Tax: 10% 12101 NE 160 ST Bothell, WA 98011-4141

Skyview Middle School Sales Tax: 10.4% 21404 35 AVE SE Bothell, WA 98021-7832

Timbercrest Middle School Sales Tax: 8.6% 19115215 Way NE Woodinville, WA 98077-7191

Northshore School District Warehouse Sales Tax: 10.4% 22105 23rd Drive SE Bothell, WA 98021-4409

ATTACHMENT G SAMPLE CONTRACT

Attachment G: Sample Contract is a PDF Document available on the District website at http://www.nsd.org/business. Bidder shall review the Sample Contract and be prepared to execute this document if selected. If Bidder would like to request revisions to the Sample Contract terms, Bidder shall submit a statement in the Appendix of its bid indicating any terms that it would like to negotiate. These terms should be clearly identified by reference to the Section number of the Sample Contract where the terms can be found. Bidder shall clearly indicate the suggested revisions to terms. District reserves the right to negotiate these contract terms with the selected Bidder.