ANOKA-HENNEPIN INDEPENDENT SCHOOL DISTRICT NO. 11
DISTRICT PURCHASING OFFICE
2727 NORTH FERRY STREET, ANOKA, MN 55303

BID 27008B MSFBG Bid # 1 – Non-Food Items
Due by 10:00 a.m. LT, Tuesday, November 24th, 2026

Anoka-Hennepin Independent School District 11 solicits your company to submit a Bid on the above referenced goods. All Bid documents must be uploaded to BidProK12 at https://app.bidprok12.com/vendor/sign-in by **by 10:00 a.m. LT, Tuesday, November 24th, 2026,** in accordance with the terms, specifications and conditions set forth herein.

Call for Bid #27008B

Bids close at 10:00 a.m. Local Time, Tuesday, November 24th, 2026.

By order of the School Board of Anoka-Hennepin Independent School District #11, Bids for 27008B MSFBG Bid #1-Non-Food Items will be received until **10:00 a.m. LT, Tuesday, November 24th, 2026.** Bids must be uploaded to BidProK12 at https://app.bidprok12.com/vendor/sign-in

Bid Documents will be available Thursday, October 29th, 2026, on BidProK12 at https://app.bidprok12.com/vendor/sign-in

To help minimize the cost of doing business with the School District, bid security and performance bonds are not required unless stated otherwise. However, if a vendor is awarded a contract and subsequently defaults, the District reserves the right to pursue all available remedies.

No Vendor may withdraw their Bid within sixty (60) days after the scheduled closing time for the receipt of Bids. The School Board reserves the right to reject any or all Bids or parts of Bids and to waive informalities in the Bid.

ANOKA-HENNEPIN INDEPENDENT SCHOOL DISTRICT 11
SCHOOL BOARD CLERK

Jeff Simon

The ad is to be published in the papers and on the dates shown below:

Publisher	In this newspaper	On this date in each newspaper	And this date in each newspaper
Sun Publisher	Champlin Dayton Press	Thursday, October 29, 2026	Thursday, November 5, 2026
	Brooklyn Center Sun Post		
	Brooklyn Park Sun Post		
ECM Publisher	Anoka County Union Herald	Friday, October 30, 2026	Friday, November 6, 2026
	Blaine Spring Lake Park Life		

PART 1 – GENERAL INSTRUCTIONS

1.01 INTRODUCTION

Anoka-Hennepin Independent School District 11 is requesting Bids to provide contract commercial pricing for non-food items for those districts participating in the Minnesota School Food Buying Group (MSFBG). Participating districts have joint purchasing agreements in place with Anoka-Hennepin Independent School District 11. Participating districts may change, during the contract period. A current list of participating districts is posted on the District's website at: https://www.ahschools.us/MSFBG

Upon Bid award, contracts will be issued to the manufacturers. Commercial prices, terms, and conditions of this agreement cover any purchases made for the products listed in this request for Bid for the entire contract term. Each school district may, at its option, purchase from the Vendor directly or may purchase from its chosen distributor, at the commercial prices proposed.

1.02 DEFINITIONS

The term:

- **District** means Anoka-Hennepin Independent School District 11 and any department or board of the District, or any other school district in the state of Minnesota that has entered into a joint purchasing agreement with Anoka-Hennepin Independent School District 11 at any point prior to or during the agreement period.
- **MSFBG** refers to the Minnesota School Food Buying Group which includes all school districts joining in this Bid through joint powers agreements with Anoka-Hennepin Independent School District 11
- **Vendor** means the manufacturer of the products being submitted for consideration.
- **Contract** period means July 01, 2027, through June 30, 2028.
- **Spec Sheet** means Product Information sheet for non-food items. This information must be submitted for every non-food item that is proposed.
- **LT** means District Local Time
- **Operator** means MSFBG
- **NOI** means Net Off of invoice.

1.03 TIMELINE

Bid #27008B Released	Thursday, October 29th, 2026	
Pre-Bid Meeting (virtual)	Tuesday, November 10th, 2026	10:00 a.m. LT
Questions due from Vendors	Friday, November 13th, 2026	12:00 p.m. LT
Responses due to Vendors- Addendum	Monday, November 16th, 2026	4:00 p.m. LT
Bid Due 27008B Bid #1 - Non-food items	Tuesday, November 24th, 2026	10:00 a.m. LT

1.04 PRE-BID MEETING

The Pre-Bid meeting will be held via Google Meet only on Tuesday, November 10th, 2026, at 10:00 a.m. LT

The District will be offering a Virtual meeting utilizing Google Meets. The District is not responsible for any difficulties experienced with the video or audio. Recordings of the meeting will not be available.

27008B Pre-Bid Meeting Virtual - MSFBG #1 - Non-Food Items
Tuesday, November 10 · 10:00 am, Time zone: America/Chicago
Google Meet Video call link: https://meet.google.com/gru-sawi-kuw
Or dial: (US) +1 614-379-1446 PIN: 566 758 803#

1.05 BID SUBMISSION PROCESS

The following instructions guide vendors on how to create a Bid. The documents listed below must be uploaded to BidProK12 at https://app.bidprok12.com/vendor/sign-in. Missing documents will cause your Bid to be rejected.

1. **Create a vendor profile, if not done already, at** https://app.bidprok12.com/vendor/sign-in
2. MSFBG needs to approve your profile prior to viewing the open solicitations
3. You will receive an email confirming approval. If you do not receive confirmation within 24 hours, please email msfbg@ahschools.us
4. Training videos are available in BidPro to help walk you through the process

5. Click on Solicitations
6. Review and **sign** the required documents
    a. Attachment A – Bid Acceptance (Pages 1 and 2)
    b. Attachment B – Completed Affidavit of Non-Collusion Form
    c. Attachment C – Completed Debarment and Suspension Form
7. Upload signed attachments A, B, C into BidProK12 system
8. Complete the pricing and product information required per Item ID that is bid.
    a. Click on Category
    b. Export to Excel or enter bid information directly into BidProK12
    c. Enter pricing, product information, & minimum delivery requirements in "vendor comments"
    d. Save the file
    e. Import the file
    f. Upload a spec sheet for each item bid
    g. If bidding multiple categories, complete these steps for each category

1.06 BID OPENING

Bids will be opened and read on **Tuesday, November 24th at 10:00 a.m. LT**. From the time the response is submitted until a contract is in place, each response is considered a working document.

27008B Bid Opening - MSFBG #1 - Non-Food Items
Tuesday, November 24 · 10:00am, Time zone: America/Chicago
Google Meet Video call link: https://meet.google.com/vfe-gqow-sdg
Or dial: (US) +1 414-909-6772 PIN: 607 216 834#

In the event of an unforeseen closure at the Anoka-Hennepin School District site, that is designated in the solicitation for the receipt and opening of bids and/or proposals, at the date and time of the scheduled opening, the Procurement Department postpones the receipt and opening of bids and/or proposals as scheduled. The due date and time, specified for the receipt of bids and/or proposals, is deemed to be extended, to the same time of day specified in the solicitation and on the first subsequent operational business day, unless otherwise amended prior to the due date and time.

1.07 WITHDRAWAL OF BIDS

A Bid, once uploaded to BidProK12, may not be withdrawn until after all the Bids are opened and acknowledged. When documents are opened, they become public information, and any restrictions put upon the District regarding the sharing of information or duplicating copies after opening will be grounds to reject the Bid.

1.08 COLLUSION OF VENDORS

Collusion of Vendors is cause for rejection of Vendors involved. **A completed Affidavit of Non-Collusion must be submitted with each Bid. Please refer to Attachment B.**

1.09 INQUIRIES REGARDING BID

All inquiries concerning this Bid must be submitted via email to **PurchQuotes@ahschools.us by Friday, November 13th, 2026, at 12:00 p.m. LT** with the subject line of **"MSFBG".** The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Vendor. No phone or in person inquiries will be accepted. It is the Vendor's responsibility to bring all discrepancies, ambiguities, omissions, or matters that need clarification to the District's attention. Responses to inquiries will be uploaded via Addendum in BidProK12 **by 4:00 p.m. LT on Monday, November 16th, 2026.**

1.10 BONDS

In an effort to reduce the cost of doing business with the District, and unless indicated elsewhere, no Bid security or performance bond is required. However, upon award and subsequent default by Vendor, the District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest Bid meeting specifications and acceptability evaluation; (2) the Vendor in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the District in tort or law.

1.11 ALTERNATES / EQUIVALENTS

Vendors may submit any brand that meets or exceeds the quality of nutritional and label specifications for any item. Indicate on the Bid form the manufacturer's name and number of the equivalent. The District reserves the right to determine the acceptability of any equivalent or alternatives offered, and the District's decision is final.

1.12 PACKAGING

Vendors may submit a commercial price on different kinds and sizes of container and/or number of units in a shipping case. Changes in packaging and packing offered by the vendor must be clearly indicated in the Bid and will be given consideration to the extent deemed consistent with the best interests of the schools. Any pack size difference that results in additional fixed fee mark-ups and excessive weight pack size may be disqualified. The net weight of any case Bid shall not exceed 45 pounds.

1.13 HOLD HARMLESS AND INSURANCE

Vendor will indemnify and hold District and participants of MSFBG harmless against all loss and liability on account of claims of personal injury, death, and property damages resulting from any act or omission of Contract Vendor and its agents, employees, and subcontractors in the course of providing products and services.

Vendor will maintain insurance with limits of at least $1,500,000 each occurrence for commercial general liability including bodily injury, property damage, personal injury, product liability and contractual liability through the effective period of the contract. Policies will name the District and participants of MSFBG as an additional insured on a primary basis with respect to the operations of the Vendor using form CG2026 or its equivalent. Vendor will be required to submit evidence upon contract award that Vendor has obtained full insurance coverage.

Certificates of insurance will be provided to the District prior to the contract effective date. Vendor will notify the District of any changes in insurance coverage or carrier by Vendor.

1.14 FEDERAL TERMS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. (2 C.F.R. SEC. 200.326; APPENDIX II TO PART 200)

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

PART 2 –TERMS AND CONDITIONS

2.01 WARRANTY

All goods and services furnished by the Vendor, relating to and pursuant to this Bid will be warranted to meet or exceed the specifications contained herein. In the event of breach, the Vendor will take all reasonable action, at Vendor's expense, to correct such breach in the most expeditious manner possible.

2.02 PRICING

MSFBG Bid prices are to be delivered commercial price to the distributor from the manufacturer including any and all costs of freight to get product to the distributor. Pricing submitted in this Bid may not be applicable to items purchased using the USDA Net Off Invoice (NOI) option for utilizing commodity dollars. Districts that participate in the NOI option will need to obtain that pricing separately from this RFB process.

A list of current distributors servicing MSFBG participating districts is listed in section 2.17 in the Bid. The delivered commercial price is to be the same for all distributors or direct delivery to districts, although additional criteria may be required for direct delivery as noted in sections 2.18 and 2.19. The commercial price is to be held firm for the entire contract period.

2.03 LAWS AND REGULATIONS

Vendors will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Vendors agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin. All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Minnesota. School districts in the state of Minnesota are exempt from paying sales tax. State Sales and Use Tax Certificates of Exemption Form will be issued by each school district upon request.

2.04 CONTRACT TERMINATION

The District may terminate all or any part of a subsequent contract award by giving a 30-day notice to the Vendor, if at any time the terms of the contract are not being met. Examples of situations that may result in contract termination include, but are not limited to:

1. Vendor refusal or failure to deliver the goods.
2. Vendor failure to comply with any of the provisions of the contract or so fails to make progress as to endanger performances.
3. Vendor becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors.
4. Product is discontinued.
5. Product formulation is changed from the time of Bid submission through the contract period.
6. Product no longer meets the state and federal regulations for child nutrition programs.
7. Product does not perform to the standards of the sample provided for evaluation; or
8. The commercial price Bid is not honored.

In the event of termination, only acceptable goods actually received by a participating district, up to the date of termination, will be paid for. In the event of a contract termination, the District reserves the right to recommend and award the contract to the next low Bid meeting specifications and acceptability evaluation.

2.05 AUDIT AND INSPECTION

The District or its representative reserves the right to inspect and/or audit all the Vendor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Vendor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents and records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub- contracts that directly or indirectly pertain to the transactions between the District and the Vendor. If necessary, the District will sign a mutually agreeable confidentiality agreement.

2.06 BID REVIEW FOR AWARD DETERMINATION

Bids are awarded to a single manufacturer per Bid Specification and Item ID. Factors used to determine award include but are not limited to, price, specification compliance, acceptability standards, product suitability testing, minimum purchase requirements, vendor responsiveness and past performance. The District reserves the right to evaluate and award by group or by Item ID, and to accept or reject any Bid response in its entirety or in part, and to waive minor irregularities if the Bid response is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The District has sole discretion in determining testing and evaluation methods. The District may consider, in conjunction with any award, those products and prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Minnesota.

In evaluation of the Bid, the size of a case may be taken into consideration, as the case size may have an impact on the overall cost by impacting the distributor’s fixed fee. MSFBG uses $1.00 a case for fixed fee markup when analyzing the cost impact of case size. Below is an example:

Bid Product 1. Case size 20 pounds – Proposed commercial price is $20 per case
Bid Product 2. Case size 10 pounds – Proposed commercial price is $10 per case

The bid award will be based on price per serving as listed in the specifications. To purchase 40 pounds of the product, Bid product 1 would cost a total of $42.00. Bid product 2 would cost a total of $44.00. In the example given, Bid product 1 would be awarded if the product is found acceptable.

2.07 NEW PRODUCT / PRODUCT CATEGORY

A Manufacturer may determine that they have a product that does not fit into a category/specification in the current bid. The process for introducing new products/product categories is as follows:

1. A manufacturer may email MSFBG@ahschools.us to request an addition to a future MSFBG bid and request to submit a sample.
2. Evaluations of the submitted request(s)/sample(s) will be conducted during the fall (between September and October).
3. If, upon evaluation, the product/product category is approved, the specification is created.
4. Participating districts will have the opportunity to estimate usage.
5. MSFBG will work to keep bids competitive and refrain from specifications that only represent one manufacturer. If estimated usage per grouping is deemed sufficient and it is determined that the requested specification has the potential to be bid on by multiple manufacturers, the new product/product category may be included and released in a future bid.

2.08 QUANTITIES

A. Estimated Quantities. The quantities shown within BidProK12 are projected usages, submitted by participating districts. The estimate of quantities of each item shown in BidProK12 is approximate and not guaranteed. The District reserves the right to increase or decrease the number of units ordered.

B. Pack Sizes. Pack sizes do not need to match exactly but products do need to match specifications and cases need to weigh 45 pounds or less.

C. Minimum Quantities. MSFBG recognizes that Distributors may require a minimum level of cases to be purchased in order for an item to be stocked. Similarly, MSFBG recognizes that manufacturers may not be able to deliver small quantities to distributors at the contract commercial price. **Any minimums specified must be detailed in vendor comments**. Minimum purchase quantities cannot exceed 5 pallets.

D. Mixed product pallets are acceptable.

2.09 AWARD BY GROUP

It is the District's intention to award the following items by group, however, the District reserves the right to evaluate and award by group or by Item ID, if deemed in the District's best interest to do so.

- Utensil Disposable - Item IDs: AA05766, AA05767, AA05768, AA05769
- Utensil Compostable - Item IDs: AA05770, AA05771, AA05772, AA05773
- Gloves - Item IDs: AA05774, AA05775, AA05776, AA05777
- Food Boat - Item IDs: AA05780, AA05781, AA05782, AA05783, AA05784
- Plastic Cup/Lid - Item IDs: AA05788, AA05789, AA05790, AA05791, AA05792, AA05793, AA05794, AA05795

2.10 MAXIMUM NUMBER OF BIDS

Each manufacturer is limited to one bid per Item ID.

2.11 PRODUCT SUITABILITY TESTING

The two lowest cost items meeting specifications will receive first review. The item suitability testing process will be conducted through a blind sampling where the item will receive a pass or fail. Factors including but not limited to; appearance, aroma, texture, usability, and packaging will be considered. The item must receive a majority of pass votes to be considered acceptable. If the lowest cost item is considered acceptable, no additional items will be tested. If the lowest cost items are found to be unacceptable, the third lowest cost item is then tested. This process is continued until an item is considered acceptable or all items are disqualified. At no time are items considered on a side-by-side basis, and at no time will the testers know the price or vendor of the product they are testing.

2.12 SAMPLES

Full case samples will be requested for delivery by the MSFBG consultant after Bid evaluation for the week of January 25, 2027. The sample request will also specify the date and location where samples are to be delivered.

Samples must:

- be provided at no cost to the District.
- include preparation instructions in the package or on the box/case.
- include a label indicating it is an MSFBG Sample, as well as the Item ID.

Samples will not be returned, unless specified on the case. Vendors must be able to provide proof of delivery upon request.

Failure to provide samples as requested may result in disqualification.

2.13 CLARIFICATIONS AND INTERPRETATIONS

The District reserves the right to allow for clarification of questionable entries, to waive minor formalities, technicalities, or irregularities in submissions, and for the Vendor to withdraw items with obvious mistakes.

2.14 BID DOCUMENTS CHANGES/SUBMISSION

Bid documents must be submitted without any alterations or editing of any of the terms and conditions. Modifications, additions, or changes to the terms and conditions of this Bid may be cause to reject the Bid. Vendors must submit all Bids through BidProK12.

If your Bid submission is found to have any changes to the originally sent documents, your Bid may be considered fraudulent and be treated as a no Bid.

2.15 BID PREPARATION COSTS

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Bid.

2.16 CONTRACT

All contracts resulting from this Bid shall incorporate all terms, conditions and specifications contained within the Bid, unless mutually amended in writing.

2.17 DISTRIBUTORS

The distributors currently utilized by the districts participating in MSFBG and where all products must be delivered:

Cash-WA. Distribution – Fargo, ND
IFD – Eau Claire, WI
Performance Food Group Reinhart – La Crosse, WI
Performance Food Group Reinhart – Marshall, MN
Performance Food Group Reinhart – Rogers, MN
Sysco MN, Sysco – Moundsview, MN
Sysco Western MN - St. Cloud, MN
Upper Lakes Foods – Cloquet, MN
US Foods – Grand Forks, ND

The above list can change prior to the school year and additional distributors can be added.

2.18 DISTRICTS BUYING THROUGH DISTRIBUTORS

MSFBG does not have any formal relationship with distributors. Each participating district is responsible for procurement and payment of all food/nonfood in accordance with the terms of their individual distributor agreements.

If a manufacturer's product is already in stock with a distributor, the District would expect that the contract commercial price be honored regardless of the quantity committed.

2.19 DISTRICTS BUYING DIRECT FROM MANUFACTURER

MSFBG has some participating districts that have warehousing facilities to be able to order directly from the manufacturer. To order direct, a district must:

1. Order in the quantities specified by the manufacturer, as needed for direct ship.
2. Qualify as a customer by completing the necessary forms (i.e. credit applications) and
3. Meet the payment terms required.

2.20 DELIVERY

Manufacturers must follow common distribution industry receiving procedures. This includes standard receiving times set forth by individual distributors and Participating Districts.

2.21 EXCISE TAX

Deliveries against the contract must be free of excise or transportation taxes except when such tax is part of a contract commercial price, and the District is not exempt from such review. Excise Tax Exemption Registration Number may be used when required.

2.22 INSPECTIONS

All products delivered shall conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act, and the Meat Inspection Act and the Poultry Products Inspection in effect at the time of delivery. All products submitted for this Bid must have food or color additives that are Generally Recognized as Safe (GRAS) substances as classified and defined in the FDA's regulations.

2.23 GRADES / STANDARDS FOR FOOD & NON-FOOD PRODUCTS

Grades for food products are based on standards established by the U.S. Department of Agriculture, Agricultural Marketing Service and items supplied must be of grade indicated for the item. Standards for non-food products must meet Good Manufacturing Practice Standards per FDA regulations.

2.24 PROCESSING AND DELIVERY CONDITIONS

If applicable, all products must be:

1. Processed in a USDA inspected and approved plant.
2. All Bid responses submitted for fruits and vegetables are to be from the current growing season unless otherwise indicated on the Bid form. If prior growing season's product is submitted, vendor must state pack date along with the proposed commercial price submitted.
3. All products delivered shall have been processed and packed in accordance with good commercial practices. All meat items on this Bid must be inspected and passed by the U.S. Department of Agriculture Meat Inspection Division.
4. If a product that has been approved is found to be unacceptable when used in schools, the District reserves the right to remove the product from its approved list.
5. Cases cannot exceed 45 pounds net weight.
6. All cases and cans shall be in good condition at the time of delivery.
7. Unless Item ID states otherwise, all cans shall be filled - slack cans are not acceptable.
8. Except in those instances where certain food items are not commercially available from production within the United States, no food items covered by this Bid are to be imported, imported and repacked, or imported and labeled with an American Processor or Distributor's label (See 2.25 below).

2.25 BUY AMERICAN REQUIREMENT (BA)

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a Buy American provision, Section 12(n) of the NSLA (42 USC 1760(n)) requiring that a school food authority, to the maximum extent practicable, purchases domestic commodities or products.

The USDA requires that whenever possible, School Food Authorities shall only purchase food products that are produced in the United States. Section 12(n) of the NSLA defines "domestic commodity or product" as one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. For manufactured end products, there is a two-part test to define end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

Exceptions to the "Buy American" requirement are allowed when:

- The recipients have unusual or ethnic food preferences that can only be met through purchases of products not produced in the United States.
- Products are not produced or manufactured in the United States in sufficient and reasonable available quantities of a satisfactory quality.
- The cost of the domestic produced food products is significantly higher than that of foreign products.

2.26 NON-APPROPRIATION

The District reasonably believes that budgeted funds will be obtained sufficient to make all payments. Continuation of any agreements beyond June 30th of any year is contingent upon appropriation of budgeted funds for payment of that contract. In the event that adequate funds are not so appropriated, the District shall notify the vendor as soon as possible prior to the necessary cancellation and no penalty in any form shall be levied against the District because cancellation of any part or all of the equipment required by failure of appropriation.

2.27 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

All items must be in current compliance with USDA School Nutrition Guidelines throughout the entire period of the contract. In the event an awarded item no longer meets the requirement, we reserve the right to reevaluate. Refer to 2.04.

The Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

Contractor certifies compliance with all federal requirements regarding debarment, suspension, ineligibility, and voluntary exclusion specified in the solicitation document implementing Executive Order 12549, and Contractor's certification (Attachment C) is a material factor upon which this Contract award is based. Contractor further represents and warrants that it is not currently debarred, suspended, or otherwise ineligible by any federal or state agency from conducting business with the federal or state government. Contractor shall immediately notify the District if it becomes debarred or suspended during the term of this Contract. In the event of such debarment or suspension, the District may immediately terminate this Contract, and Contractor shall be responsible for all costs and damages incurred by the District in connection with such termination.

2.28 PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS

Prohibition against conflicts of interest, gratuities, and kickbacks. "Any employee or any official of the District, elected or appointed, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to or from any person, partnership, firm, or corporation offering, submitting proposed commercial pricing for, or in open market seeking to make sales to the District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment of a fine in accordance with state and/or federal laws".

2.29 FORCE MAJEURE

No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay results from acts beyond the impacted party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"):

(a) acts of God;
(b) flood, fire, earthquake, or explosion;
(c) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest;
(d) government order, law, or actions;
(e) embargoes or blockades in effect on or after the date of this Agreement;
(f) national or regional emergency;
(g) strikes, labor stoppages or slowdowns;
(h) power outages; and
(i) other similar events beyond the control of the Impacted Party.

Attachment A

Purchasing Department
2727 North Ferry Street
Anoka, Minnesota 55303
Phone: 763-506-1300

BID ACCEPTANCE - Signature Required (E-signatures allowed)
BID 27008B MSFBG Bid # 1 – Non-Food Items
Due by 10:00 a.m. LT, Tuesday, November 24th, 2026

Anoka-Hennepin Independent School District 11 solicits your company to submit a Bid on the above referenced goods. All Bid documents must be uploaded to BidProK12 at https://app.bidprok12.com/vendor/sign-in by **by 10:00 a.m. LT, Tuesday, November 24th, 2026,** in accordance with the terms, specifications and conditions set forth herein.

ACCEPTANCE: The following information must be completed and signed by an Authorized Agent of the vendors company and uploaded as part of the complete bid packet. Bids will not be accepted without this form. Penmanship must be legible. Editing any part of this document to change the terms or conditions will result in the rejection/disqualification of your bid.

MANUFACTURER INFORMATION		**BROKER INFORMATION**	
MANUFACTURER NAME		BROKER NAME	
MAILING ADDRESS		MAILING ADDRESS	
CITY		CITY	
STATE AND ZIP		STATE AND ZIP	
CONTACT PERSON		CONTACT PERSON	
EMAIL		EMAIL	
PHONE NUMBER		PHONE NUMBER	
MFR FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN)			

By signing this agreement, you are agreeing to honor your proposed commercial price for the entire contract period with no additional minimum delivery, unless noted on the Minimum Letter (ML), ordering, or stocking requirements, additional expectations, or fees on either the part of the Manufacturer or the Distributor to the District. In addition, you agree to the original terms and conditions of this Bid and any addendums.

AUTHORIZED MANUFACTURER SIGNATURE: _____

TYPED OR PRINTED MANUFACTURER NAME: _____

TITLE _____

EMAIL _____

PHONE _____

DATE _____

Indicate receipt of Addenda to the Bid Documents below:

ADDENDA

Receipt of the following Addenda to the Bid documents and their costs being incorporated in the Bid is acknowledged:

Addendum No. _____Date _____Addendum No. _____Date _____

ANOKA-HENNEPIN INDEPENDENT SCHOOL DISTRICT NO. 11
DISTRICT PURCHASING OFFICE
2727 NORTH FERRY STREET, ANOKA, MN 55303

No paper copies or flash drives are to be submitted to the Anoka-Hennepin School District.

All Bid documents must be uploaded to BidProK12 at https://app.bidprok12.com/vendor/sign-in by **10:00 a.m. LT, Tuesday, November 24th, 2026,** in accordance with the terms, specifications and conditions set forth herein. Vendor support is available on the website or by emailing info@BidProK12.com.

CHECK LIST FOR ELECTRONIC BID SUBMISSIONS

Bids **must** be submitted electronically through BidProK12 at https://app.bidprok12.com/vendor/sign-in

The following documents must be uploaded for a complete Bid package. Missing items may disqualify your Bid.

BID DOCUMENTS - Signatures Required (E-signatures acceptable):

a. Attachment A – Bid Acceptance (Pages 1 and 2)
b. Attachment B – Affidavit of Non-Collusion Form
c. Attachment C – Debarment and Suspension Form

Additional Document required for each item bid: Specification Sheet - Product Information Sheet

Attachment B
Signature Required

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

That I am the vendor (if the vendor is an individual), a partner in the company (if the vendor is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the vendor is a corporation);

That the attached response has been arrived at by the vendor independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition;

That the contents of this response have not been communicated by the vendor or its employees or agents to any person not an employee or agent of the vendor and will not be communicated to any such persons prior to the official opening.

I certify that the statements in this affidavit are true and accurate.

Authorized signature:_____

Title:_____

Manufacturer name:_____

Date: _____

Attachment C
Signature Required

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; 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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____ By _____
Name and Title of Authorized Representative

_____
Signature of Authorized Representative

Federal Recycling Program Printed on Recycled Paper

This form was electronically produced by Elite Federal Forms, Inc.

INSTRUCTIONS FOR CERTIFICATION

1.By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2.The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3.The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If is is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4.The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5.The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6.The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7.The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8.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. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9.Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.