

Wilmot School District 54-7
800 Ordway Street PO Box 100
Wilmot SD 57279

TITLE: High temp Dishmachine / Dishroom ReDo

DATE OF ISSUE: 1/19/2018

TIME AND DATE DUE: 1:00p.m.
2/12/2018

LOCATION OF BID OPENING: Wilmot School Library
Wilmot School District 54-7
800 Ordway Street PO Box 100
Wilmot SD 57279

We are attaching the bid for **Dish Room Redo** to be opened 2/13/2018 assuming you would like to bid to furnish the materials or services as per the bid sheets attached.

If for any reason you do not wish to submit a bid, we would appreciate your comments on this form.

COMMENTS:

PLEASE COMPLETE:

COMPANY NAME Wilmot School Foodservice Dept.

STREET ADDRESS 800 Ordway Street

CITY, STATE, ZIP Wilmot, SD 57279

PHONE (605) 938 4647

DATE 1/19/2018

GENERAL INSTRUCTIONS AND CONDITIONS

1. **SUBMISSION OF BIDS:** Sealed bids for the furnishing of Dishroom Redo will be received at the Wilmot School up to 1:00 p.m. Enter time zone Local Time on 2/12/2018. Bids will be opened and read aloud at 6p.m. Enter time Mountain Time on 2/12/2018. Bids received after said time will be returned unopened. The School Board will review the bids received and pass upon them at a School Board meeting to be held within thirty (30) days of the bid opening in the Board Room at a pre-designated place of meeting.
2. Mark your bid as follows: **Dishroom Redo 2/12/2018 ON THE OUTSIDE OF THE ENVELOPE.**
3. **BIDDING FORMS:** Bidders shall submit their bid on the proposal forms provided by the School District. The proposal form must be personally signed to be considered for contract award. Facsimile or typewritten signatures are not acceptable.
4. **PRICES:** Bidders are to show unit price, (i.e. per gallon, per dozen, etc.) on each item to correspond with units of quantity requested and to list unit and total price for quantity specified in the space provided in the attached proposal. All extensions must be complete.
5. **EXCISE AND SALES TAX** - Bids submitted on these specifications shall not include or be made subject to Federal Excise, State, County, or Municipal Sales Tax. Exemption verification will be furnished by the Board of Education on request.
6. **QUALITY** - Catalog numbers of specified companies are listed to show the kind and quality of goods desired. If goods of equal quality can be furnished in other brands with the same specifications give details (i.e. manufacturer, model number and catalog cut) and a sample of item substituted. All supplies and equipment must comply with O.S.H.A. standards. **ALL MERCHANDISE THAT IS NOT SATISFACTORY WILL BE RETURNED AT THE BIDDERS EXPENSE.**
7. **EQUAL CLAUSE** - Where names and model numbers of certain manufacturer's items are mentioned in the specifications or on the Bid Proposal Form, other names and model number of like nature, utility, and merit may be submitted, but the bidder must furnish complete data, to show that the substituted items are equal to those specified. The Board of Education reserves the sole right to determine whether the substituted items are of equal value to the items as specified, and the right to determine and select the items it feels are most suitable, in light of function and performance, for the needs of the District. If no mention is made by the bidder of proposing to furnish a substitute, the Board will assume that the item specified is to be furnished and the contract will be made accordingly.
8. **AWARDS-BID BY ITEM** - Bids must be made by item - combination bids on two or more items will be accepted, only if such combination bid is in the School Districts best interest or if items have been grouped and identified on the proposal form as a combination ("all or none") award.
9. **SAMPLES** - Bidders are required to furnish for the inspection of the Board, samples of the items on which they are bidding when they are proposed as an equal to the specifications on the proposal, but are of different brand names. Samples shall be furnished prior to the bid opening. When submission of samples of alterations would prove to be impractical because of size, weight, value and the like, catalog cuts may be accepted in lieu of actual samples. All samples and catalog cuts must be clearly identified and cross referenced with the quotation number. The Board reserves the right to reject any or all bids where the bidder cannot or does not furnish samples for examination and to waive any and all informalities. Samples provided shall be removed at bidders' expense within thirty (30) days after bids are awarded after which they will be considered abandoned property. The School District shall not be responsible for any samples damaged or destroyed in the examination process.

SAMPLES SHOULD BE DELIVERED TO THE LOCATION NAME, ADDRESS, CITY, ST ZIP BY DATE. Samples should be marked "SAMPLE" and the quote number should be given for which the sample is intended. The School District reserves the right to reject any or all bids for which substitutes are proposed if a sample is not provided as herein specified.
10. **QUANTITIES** - The quantities shown are estimates. The Board reserves the right to increase or to reduce the number of units requested at the quoted unit price or to reject all bids.
11. **PACKING** - THE SUCCESSFUL BIDDER WILL WRAP THE ITEMS TOGETHER UNDER EACH QUOTE NUMBER AND SHALL MARK ALL PACKAGES WITH THE PROPER PURCHASE ORDER NUMBERS. ALSO NOTE, EACH PAGE OF YOUR ORDER WILL BE ASSIGNED A PURCHASE ORDER NUMBER.
12. **GUARANTEE** - The successful bidder guarantees all items bid herein against defects in material workmanship and suitable for purpose intended for a period of one (1) year from date of delivery or as stated by the manufacturer's warranty whichever is greater.

13. **FAILURE TO DELIVER** - If the bidder shall fail to make deliveries in accordance with the conditions and specifications, or if the bidder delivers supplies/equipment of a quality or grade inferior to those specified, the Board may supply the shortage or replace the inferior supplies/equipment by open market purchase or other appropriate method. The difference in cost, if any, will be charged to the bidder.
- If a specific delivery date is given within a given items speculation, then delivery shall be made within two working days of that date. Failure to deliver may be rectified using the procedure outlined herein.
- Frozen products will be accepted only if the product is 0 degree Fahrenheit or cooler when offered for delivery.
14. **SHORTAGES** - The bidder is responsible for all shortages and for tracing any loss in transit.
15. **PAYMENT** – Payment will be made within (45) days following delivery. Payment on approved shipments to be made when merchandise, invoices, claims, and statements have been received and approved. Please send a monthly statement so we may continue to verify our account with your account.
16. **CONTRACT FORM** - The bid and acceptance thereof, confirmed by a signed purchase order, and it's attachments when received by the successful bidder shall constitute; 1) a binding contract on the terms set forth therein and in the bid documents and 2) the entire contract, and is to be interpreted, construed and given effect in all respects according to the laws of the State of South Dakota.
17. **ALL SUPPLIES AND EQUIPMENT SPECIFIED HEREIN SHALL BE NEW AND UNUSED UNLESS OTHERWISE SPECIFIED. REMANUFACTURED EQUIPMENT WILL NOT BE ACCEPTED.**
18. **COMPLIANCE WITH LAWS** - All property or services furnished must comply with all applicable Federal, State and local laws, codes and regulations. The bidder shall supply with the bid a material safety data sheet for any material for which said sheet is required.
19. **EVIDENCE OF RESPONSIBILITY** - Upon request bidders must be able to furnish information, in writing, that they maintain a permanent place of business; have adequate equipment, finances, and personnel; and are authorized dealers capable of providing the necessary services and warranties for the items they propose to furnish. The School District shall be the sole and final judge of adequate responsibility.
20. **THE BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY AND ALL INFORMALITIES** - By virtue of statutory authority preference will be given to labor, materials, products, and supplies found or produced within the State of South Dakota. Bidders that are South Dakota based Corporations or businesses shall be given preference over bidders from States having home-state bid preferences laws or policies. The amount of preference extended to South Dakota bidders shall be equal to the percentage of preference extended the bidder in that bidders home-state and/or locality. It shall be the responsibility of bidders from States and/or localities with preference laws to clearly state on the proposal form the existence of the preference and the amount of preference extended. Failure to disclose a State and/or local preference will disqualify a bidder from consideration.
21. **FURTHER INFORMATION** - If the bidders desire further information concerning the various listed items, please contact Julie Nelson, Food Supervisor, Stacey DeBoer, Business Manager, Phone 605 938 4647 or Fax 605 938 4185, 800 Ordway ST , PO Box 100, Wilmot , SD 57279.
22. **BUY AMERICAN** – Schools participating in the National School Lunch Program are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic products are those that are produced in the United States and those that are processed in the United States substantially (at least 51 percent) using agricultural commodities produced in the United States.
23. **CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**
The Distributor certifies that neither the Distributor or its principals; the sub-recipients or their principals; or the subcontractors or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal government pursuant to Executive Orders 12549 and 12689. The Distributor specifically covenants that neither the Distributor nor its principals; the subcontractors or their principals; nor the sub-recipients or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").
24. **LOBBYING**
If the negotiated agreement exceeds \$100,000, Distributor certifies that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal agency or Congress with respect to the awarding of a federal contract, etc. If Distributor has paid, or will pay, any funds other than federal appropriated funds to any person for influencing or attempting to influence an officer or employee of any federal agency or Congress, Distributor is required to submit a "Disclosure Form to Report Lobbying" at the time of the executed contract and at the time of any renewals.
25. **CODE OF CONDUCT**
No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the

employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. Rapid City Area School procedures seek to avoid acquisition of unnecessary or duplicative items. Consideration is given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made to determine the most economical approach.

26. OTHER FEDERALLY REQUIRED CONTRACTUAL PROVISIONS

If the contract exceeds \$2,500, Distributor is required to comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented. If the contract exceeds \$10,000, Distributor is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60), If the contract exceeds \$100,000, Distributor will be required to comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Distributor shall report all violations to the grantor agency and to the USEPA Administrator for Enforcement (EN-329).

27. AGREEMENT PERIOD

5/1/2018 to 8/17/2018

28. SPECIAL CONDITIONS – Any of the above items may be modified in the Special Conditions pertaining to any call for bids. Bidders must refer to the Special Conditions for any revisions to the above.

SPECIAL CONDITIONS:

TITLE: Dish Room Redo

DATE OF ISSUE: 1/19/2018

TIME AND DATE DUE: 1:00 p.m.. To Wilmot School by , 2-12-18

LOCATION OF BID OPENING:

SEND BID DOCUMENTS TO: Wilmot School Foodservice
Wilmot School District 54-7
800 Ordway Street PO Box 100
Wilmot SD 57279

1. Orders will be placed by the School Nutrition Office or food service managers located at the buildings below during an agreed-upon designated period. Deliveries will be made to each of the ## food production centers of the district at regularly scheduled day(s) and time(s). Said food production centers are at the following locations:

Julie Nelson, Foodservice Supervisor, Stacey DeBoer, Business Manger Wilmot School District 54-7 800 Ordway ST PO Box 100 Wilmot SD 57279	Contact name School District Address City, ST ZIP
Contact name School District Address City, ST ZIP	Contact name School District Address City, ST ZIP
Contact name School District Address City, ST ZIP	Contact name School District Address City, ST ZIP
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Contact name School District Address City, ST ZIP	Contact name School District Address City, ST ZIP

Deliveries will be required in all kinds of weather in the quantities ordered. As to the actual day(s) delivery will be required, we will work with the vendor that is awarded the bid. Sites will only accept deliveries from Time to Time and Time to Time.

ABSOLUTELY NO DELIVERIES WILL BE ALLOWED BETWEEN TIME TO TIME.

2. **CONTRACT TERM:** the contract term will commence 5/1/2018 and terminate 8/17/2018 .

Brand names as bid, accepted and awarded are firm for the contract term and substitutions will not be permitted without prior approval of the Student Nutrition Manager or designee.

3. **AWARDING OF CONTRACT:** the contract term will be awarded to the lowest responsible bidder whose total bid, for all items, is lowest.
4. **LAWS AND GRADING STANDARDS:** all products must conform in every respect with all applicable Federal and/or State of South Dakota Grading and/or marketing standards for use in USDA child nutrition programs.
5. **RIGHT OF TERMINATION:** If at any time covered by the Contract, the School District feels that the Contractor is not reasonably performing said Contract, the School District shall have the right, in its sole discretion, to terminate said Contract on thirty (30) days written notice.
6. **IDENTIFICATION OF BID:** Mark your bid as follows: **Dishroom Redo 2/12/2018** on the outside of the envelope.
7. **REPORTS:** A summary of all monthly unit reports shall be furnished ten (10) days after the close of the bid period that will detail the total purchase by line item for that period.
8. **PRICING: ALL PRICES MUST REMAIN UNCHANGED FOR THE DURATION OF THE CONTRACT.**
- Firm prices for the period Enter start date through Enter end date are requested.
- It is expected that the vendor will pass on to the district any price declines immediately.
- All prices shall be net, F.O.B. Point of delivery. No freight, fuel surcharges or delivery charges will be added.
9. **QUANTITIES:** Quantities and specifications are as listed on the Bid Proposal Form. The quantities shown are estimates for the period covering 5/1/2018 through 8/17/2018 and are not to be construed as minimum or maximum. The Contract shall be for the ACTUAL QUANTITIES OF EACH ITEM ORDERED FOR SAID PERIOD.
10. **SPECIFICATIONS:** The use of a manufacturer's or brand name in specifying any item does not restrict bidders to the manufacturer or specified product. It is being used to indicate the quality desire in the specified product.
11. **NUTRITIONAL INFORMATION and PRODUCT FORMULATION SHEETS:** The successful bidder will be required within (15) days after being awarded a contract to furnish nutritional information sheet, and product formulation sheets for all items on the Bid Proposal Form as needed.
12. **GENERAL INFORMATION:** Bids will be accepted on an **"ALL OR NONE" BASIS ONLY.** To be considered a valid bid, all items must be bid.

If any item is left incomplete the bid will be tabulated as an incomplete bid and no amount will be reflected on the bid tab. In a situation where unit price and total price do not correspond given the total quantity, the unit price will prevail. The District reserves the right to correct any errors in extending totals, will note on the bid and amend the bid tab to reflect these corrections.

The School Board reserves the right to reject bids if bidder cannot prove financial ability to maintain required inventory level, adequate storage or delivery capability.

13. Further information or clarification of specifications, if needed may be obtained from: Julie Nelson , Food service Manager, Julie.M.Nelson@k12.sd.us, Phone (605) 938 4647.

Bids submitted on these specifications shall not include or be made subject to Federal Excise tax or State and municipal sales tax.

Does the state and/or locality from which this bid is originated offer a local preference? yes If yes what percent? 100%.

Our Federal Social Security Identification Number is 46-6002865.
(This is the number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941).

Addenda Received:

This bid is submitted by:

No. _____ Date _____

Company _____

No. _____ Date _____

Address _____

No. _____ Date _____

City _____ State _____ Zip _____

Signed _____

Print Name _____

Title _____

Telephone No. _____

Email address _____

Bid Request
High temp dish machine and stainless table
1-19-2018

Wilmot School District 54-7
Wilmot Foodservice Dept.
800 Ordway St.
PO Box 100
Wilmot, SD 57279

Dear Bidder,

Wilmot School and their Foodservice Department is accepting bids for products to redo their dish machine and stainless tables in the dish room:

Items requested- High temp dish machine (lease option and buy option, both accepted)

Stainless dish table for both soiled and clean sections. * On soiled side needing a sink type are with a disposal. On clean side needing to extend to fit to the wall. Will be repurposing 83 inches of the soiled stainless table, so no bid needed for that section of stainless table.

Please see attached drawings of "current" and "change" to help understand better what is needed and the measurements of the room are included on the drawing.

We request that you submit a bid, including credit terms and any other relevant information by February 12, 2018.

Please send all correspondence to

Wilmot School Dish room Bid

Attn. Stacey DeBoer

800 Ordway St PO Box 100

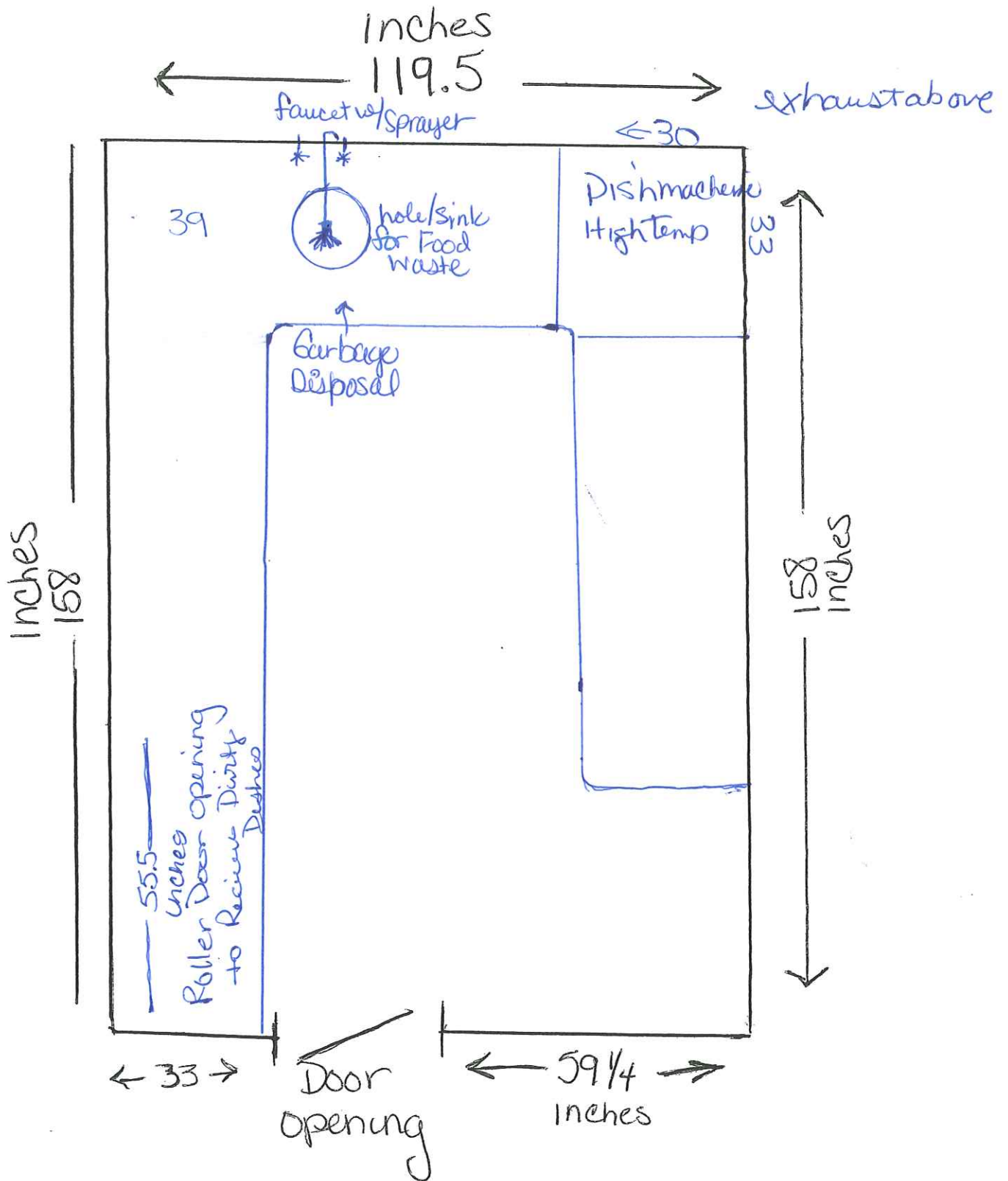
Wilmot SD 57279

{You may reach Julie Nelson, Foodservice Manager or Stacey DeBoer, Business Manager at (605)-938-4647 if you require additional information.} I look forward to receiving your bid.

Sincerely,

Julie M. Nelson, Foodservice Manager

Current

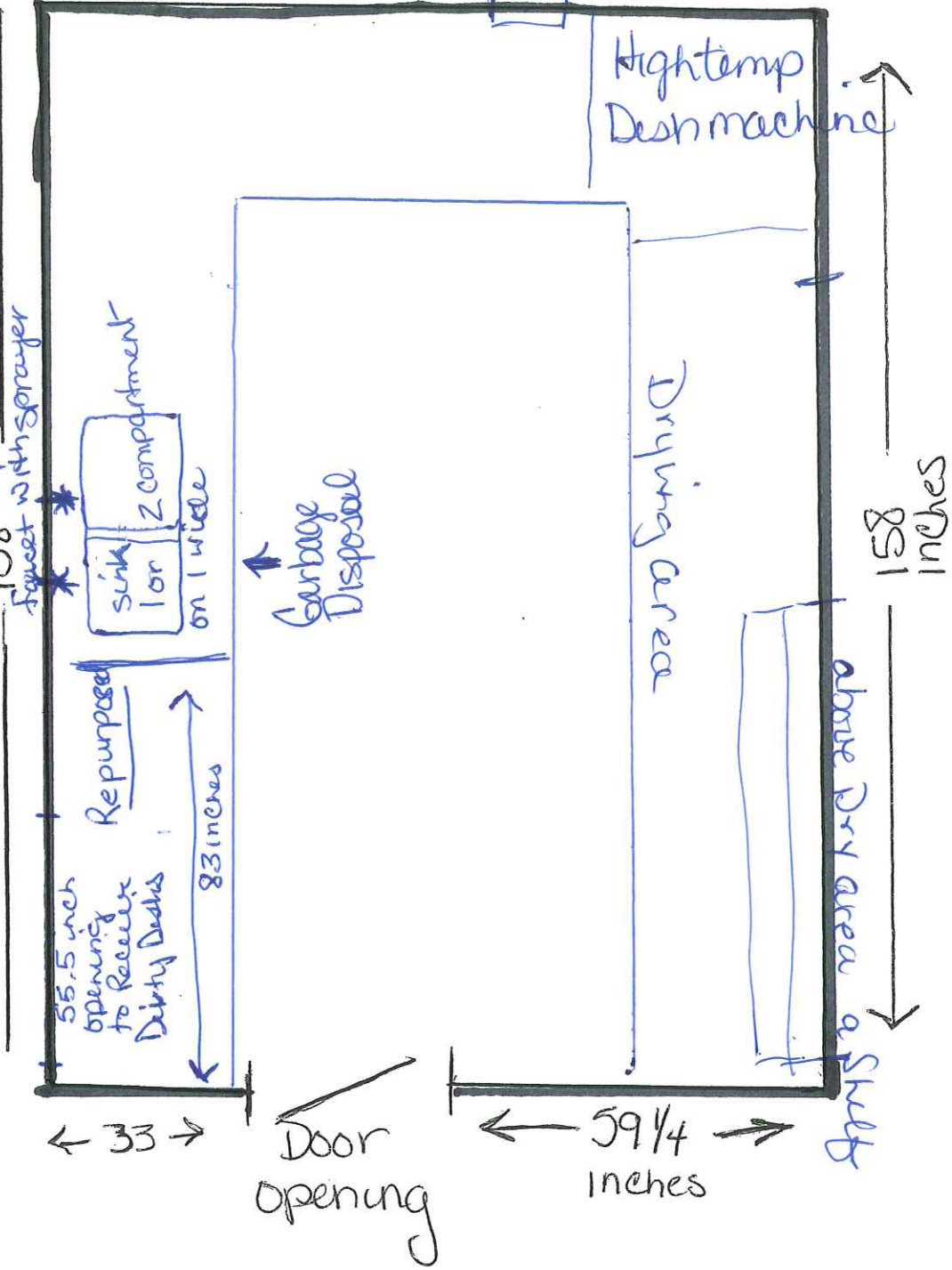


Change

New Stainless Steel table to fit on to Dish machine

New Stainless Steel sink and table
Inches 75

Inches 119.5
Chemical Box/meter



Stainless Steel table to fit onto Dish machine over to corner of Room