

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids for Child Nutrition Local Beef Vendor for Cavalier Public School in Cavalier, North Dakota will be received in the office of Cavalier Public School Office located at 300 Main Street East Cavalier, North Dakota until March 27th 2026. All bids received after the scheduled time will be returned unopened.

A copy of the bid document including specifications is available by calling Amy Briebe at 701-265-8417; or by email: Amy.briebe@cavalierk12.org , or on our website at www.cavalierschool.org

Each bid shall be submitted in a sealed envelope upon which there is disclosed the necessary information as required by the Bid Documents. Please mark "BID for CPS Local Beef" on the envelope. Proposals submitted via email or fax will not be accepted. Notifications of the award will be emailed and mailed.

The Owner reserves the right to hold all legitimate bids for a period of Thirty (30) days after the date fixed for the opening thereof. The Owner further reserves the right to reject any and all the bids or portions thereof and to waive irregularities, and the Owner shall incur no legal liability for the payment of any monies until the contract is awarded and approved by the proper authorities.

Dated this day March 2nd 2024

Amy Briebe
Cavalier Public School Kitchen Manager
Cavalier Public School
300 Main Street E
Cavalier, North Dakota 58220

AN EQUAL OPPORTUNITY EMPLOYER

The Cavalier Public School District does not discriminate on the basis of race, color, national origin, sex, age, religion, or handicap in its educational programs/activities and employment policies/practices.



Cavalier Public School
"A community of respectful, passionate learners"
300 Main Street East
P.O. Box 410
Cavalier, ND 58220-0410
Phone: 701-265-8417 Fax: 701-265-8106



Matt Ford, Superintendent

April Sommer, Business Manager

Jonathan Moquist, PK-12 Principal

REQUEST FOR PROPOSAL (RFP): LOCAL BEEF VENDOR

Please complete and return to:

Cavalier Public School - Attn. Amy Briece

300 Main Street E. P.O. Box 410

Cavalier ND 58220

BY: March 27, 2026

Farm/Vendor _____
Contact name _____
Address _____
Email _____
Phone _____

1. Ground Beef Price per Pound: (Price must include fees, processing, and delivery)
\$ _____ per pound
2. Price held until date: _____
3. Are you able to provide 5# or 10# chubs?
Yes _____ NO _____ If no, what size can you provide? _____
4. Do you have a HACCP plan in place?
Yes _____ NO _____
5. Is the beef slaughtered/processed in a USDA or State inspected facility?
Yes _____ NO _____
6. Do you have Liability Insurance?
Yes _____ NO _____

The undersigned hereby offers to provide local ground beef for the school year 2026/2027.

_____ I have read and understood the bid specifications provided by Cavalier Public School.
(initials)

Signature

Date

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Definitions:

For consistency throughout this document “School” or “District” or “SFA” (School Food Authority) means the school district or individual school that is requesting proposals.

“Distributor” or “Vendor” means a distributor that submits a proposal in response to this request. In sections of this RFP that refer to requirements or actions of the organization that submits The Proposal that is chosen by the school, “Distributor” means the organization that submitted the successful proposal. distributor is also referred to as “beef vendor”.

Definition of Local and Geographical Preference

CPS desires to serve ground beef raised and processed in North Dakota. Under Federal law, the district, as the purchasing institution, has the authority to apply a local Geographic preference to minimally processed foods and to determine what is local for the purpose of the United States Department of Agriculture (USDA) program such as the national school lunch program, the breakfast program, the fresh fruits and vegetables program, the child and adult care food program, and the summer food service program. CPS defines locally grown/raised products eligible for the geographic preference for the purpose of formal bidding as agricultural products that are minimally processed as defined by the (USDA rule 7 CFR 210. 21; 220.16; 215.14a; 225.17; and 226.22) raised, processed, and packaged within North Dakota state lines.

Bids submitted from outside this geographical area will not be considered local and will not be accepted.

BID PACKET

Submit the vendor response form for local beef in a sealed envelope. The original bid document needs to contain original signatures in ink.

submit bids to:

Cavalier Public School- Beef Bid
Attn: Amy Briese
300 Main Street East
P.O. Box 410
Cavalier, North Dakota 58220

If CPS determines that there is a discrepancy in, or omission from this RFP prior to the opening of proposals, an addendum will be issued to all Distributors that have submitted proposals. CPS reserves the right to terminate the bid process and reject all bids.

DISTRICT OBJECTIVES

The mission of the Child Nutrition Department is to provide a variety of healthy school meals and other offerings at affordable prices to help empower every learner to thrive. CPS participates in the national school lunch program and the school breakfast program for reimbursement of meals that meet federal standards and is allocated USDA commodities for use in school meals through the state food distribution program. In accordance with Federal Buy American provision, schools must purchase products, to the maximum extent practicable, with federal or program funds.

The Cavalier Public School District intends to procure beef from a North Dakota rancher who has their beef processed in a North Dakota facility that holds either state or federally inspected licensing. Purchasing locally reinvests funds into the community while supporting the nutritional needs of our students. CPS seeks a partner with demonstrated experience, financial stability, and the ability to consistently provide high-quality product.

Cavalier Public School is requesting proposals in response to this Request for Proposal (RFP) for the purchase of local ground beef, as defined above.

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One distributor will be chosen to negotiate with the district under the terms of the proposal in effect for the school year 2026-2027 beginning on July 1, 2026 and ending June 30, 2027. Either party may exit the contract with a 60-day written notice.

Cavalier Public School is a tax exempt, nonprofit organization. The district will provide a sales tax exemption certificate upon request.

SCHOOL PROFILE

- Estimated annual pounds: 4500lbs (between August 2026- May 2027)
- **Deliveries made to: Cavalier Public School 300 Main Street East Cavalier ND 58220**
- **Deliveries made on the First Monday of every month**

REVIEW AND AWARD OF BID

Following the bid opening and prior to the awarding of the bid, Cavalier School will review and evaluate proposals to establish the most responsive and responsible bidder. Cavalier School may, but is not obligated to, seek clarification of a response submitted by a bidder. If the Cavalier School chooses to negotiate, negotiations may involve any issue bearing on the initial response. Contract award is contingent upon the district and will prosper reaching mutual agreement terms. Other proposers that have submitted proposals will be notified through the Intent to Award an announcement via email when negotiations have been completed.

District reserves the right to:

- Wave any regularities or informities in proposals
- In the best interest of the district, accept or reject any and all proposals or portions thereof, select the most responsive proposal, or if necessary, issue a new RFP or take other action as the District deems necessary.

MISTAKES, CORRECTIONS AND WITHDRAWAL OF BIDS

Proposals may be withdrawn at any time prior to the official opening. If the apparent low and best bidder discovers a mistake in the RFP of a significant nature that is unfavorable to them prior to the issuance of a purchase order or contract, the proposer may request consideration be given to modify the proposal if the bidder remains the lowest and most responsive RFP. The mistake must be evident and provable.

CRITERIA FOR AWARDING BIDS

Cavalier Public School will evaluate proposals and award points based on established criteria. The maximum possible score for each of the criteria is shown below. The Proposal with the best response will be awarded the max points in the category. All other proposals will receive a percentage of the points available based on their relationship to the best response. The points awarded will be calculated by dividing the best response by the response being evaluated to determine a percentage. This percentage is applied to the maximum points available to determine the awarded points.

- LOWEST PRICE/POUND -----50 points
 - DELIVERY-----20 points
 - PROVIDE 10# CHUBS-----20 points
 - Has a HACCP plan in place-----10 points
- Total Possible POINTS—100 POINTS

SCHOOL DISTRICT BID REQUIREMENTS

The required method for determining product prices in the contract is "Price per Pound".

All bids shall be deemed final, conclusive, and irrevocable and no bid shall be subject to correction or amendment for any error or miscalculation. No bid shall be received after the scheduled closing time for the proposals.

PRODUCT DESCRIPTION AND BIDDING ALTERNATES

The school requires an 85/15 or 80/20 blend of ground beef.

If a distributor wishes to bid a different ground beef blend ratio, approval must be granted.

SERVICE REQUIREMENTS

- Beef must be processed in a USDA or state inspected facility within North Dakota
- Beef must be transported following HACCP safety procedures

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FORECASTED USAGE

Cavalier Public School estimates an annual usage of 4,500lbs of raw ground beef for the school year of 2026-2027.

PRODUCT INFORMATION AND REPORTS

Records of school purchases shall be made available upon demand for a period of 3 years from the end of the agreement term for an audit by the school, state or federal representative, and auditors.

TRANSPORTATION AND FEES

Transportation and fees of raw ground beef to Cavalier Public School must be calculated into the final price per pound.

PAYMENT

Payment will be Net 60. Payment will be made by the Cavalier Public School accounting department in the form of a check.

TERMINATION

The awarded contract may be terminated by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given: At least 60 days written notice of intent to terminate, and an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than 10 business days or such other reasonable amount of time as may be required by the circumstances, to rectify the defects in products or performance, prior to termination.

STANDARD TERMS AND CONDITIONS

The following standard terms and conditions shall be incorporated into the contract. Recordkeeping books and records of school's purchase shall be made available, upon demand, in an easily accessible manner for a period of three (3) years from the end of this agreement term, including renewals, to which they pertain, for audit, examination, excerpts and transcriptions by the school, state, and federal representatives and auditors.

State and Federally Required Contractual Provisions: Selected distributor must have obtained and will continue to maintain during the entire term of the awarded contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under the awarded contract. In addition, selected distributor is responsible to abide by all applicable federal and state laws and policies of DPI, as applicable, when providing services under the awarded contract, including, but not limited to:

Equal Employment Opportunity: Selected vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, as a supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Program, Equal Employment Opportunity, Department of Labor.

Contract Work Hours/Safety Standards Act (40 U.S.C. 3701-3708): The Federal Contract Work Hours and Safety Standard Act (CWHSSA) requires contractors and subcontractors with covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their base rate of pay for all hours worked over 40 hour workweek.

Labor and Rights Laws: Selected vendors shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with the selected vendor's performance of work under the awarded contract, the selected vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Selected vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, 15b; the Americans with Disability Act; and FNS instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

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Duty to Protect: Selected vendor shall not knowingly send any employee, agent or subcontractor personnel who is a registered sex offender or who has been convicted of sexual abuse to Cavalier School location, building or Cavalier School property when students are attending school or a school related activity.

Alcohol/Tobacco Use: Vendors may not use or possess any firearms, alcoholic or other intoxicating beverages, tobacco, illegal drugs, or controlled substances while on the job or on Cavalier Public School property.

Unauthorized Workers: The employment of unauthorized workers by the selected vendor is considered a violation of federal and state law. If the selected vendor knowingly employs unauthorized workers, such a violation shall be cause for termination of the awarded contract.

Background Checks: Vendor shall provide and Acknowledgment and Certification upon execution of the contract that the vendor acknowledges and certifies that no sex offender who has been convicted of sex offense against a minor May operate, manage, be employed by, or act as a contractor or subcontractor at the school of the Cavalier Public School.

Clean Air and Energy Policy and Conservation Act: Selected vendor shall comply with Sections 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), as applicable, as well as the energy laws, as applicable. Selected vendors shall report violations to the SFA and to the relevant federal or state agency as appropriate.

Insurance: Distributor shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance and Property Damage Insurance, Workers Compensation Insurance, and Automobile Liability Insurance. The distributor shall provide certificates of insurance upon request. Should any required insurance be canceled before the expiration date, the issuing company will mail a 30-day written notice to the school district.

Taxes: Cavalier Public School District is tax-exempt, nonprofit organization. The school district will provide Tax ID upon request.

Force Majeure: Neither party shall be held responsible for delay or default caused by fire, riot, terrorism, acts of God or war if the event is beyond the party's reasonable control and the affected party gives notice to the other party promptly upon occurrence of the event causing the delay or default of that is reasonably expected to cause a delay or default.

"Buy American" Provision: 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 (51%) using agricultural commodities produced in the United States. (7CRF210.21,220.16).

Not Disbarred, Suspended, proposed for Debarment, Declared Ineligible, or Voluntarily Excluded
The distributor certifies that neither the distributor or its principles; the sub-recipients or their principles; or the subcontractors or their principles are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Selected vendor should consult Executive Orders 12549 and 12689. For additional information, selected vendor should check <https://www.epls.gov/>, and public service site by General Services Administration (GSA) for the purpose of efficiency and conveniently disseminating information on parties which are excluded from receiving federal contracts, certain subcontracts, and certain federal financial and non-financial assistance and benefits.

Lobbying: If the negotiated contract exceeds \$100,000, the distributor certifies that no federal appropriate funds have been paid or will be paid to any persons for influencing or attempting to influence any federal agency or Congress with respect to all awarding of a federal contract, etc. If distributor has paid or will pay any funds other than federal appropriate funds to any person for influencing or attempting to influence an officer or employee of any federal agency or Congress, distributor is expected to submit a "Disclosure Form to Report Lobbying" at the time of the executed contract and at the time of any renewals.

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Food Laws: The distributor shall operate in accordance with all applicable laws, ordinances, regulations, and rules of federal, state and local authorities. Upon request from the school, Distributor shall provide:

- Letter of guarantee of compliance with food laws
- Latest faculty inspection forms and comments from applicable federal, state and local agencies
- Procedures for food safety and sanitation, including procedures used for product holds or recalls

CODE OF CONDUCT AND CONFLICT OF INTEREST

Cavalier Public School seeks to conduct all procurement procedures in compliance with Federal and State regulations.

To prohibit conflict of interest and actions, employees engaged in the sections, award, and administration of contracts must adhere to 2CFR part 200.318 and State Procurement Regulations.

No employee, officer, or agent may participate in the section, 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 employees or is about to employ any of the parties indicated herein, has a financial or other interests in a tangible personal benefit from a firm considered for a contract.

CONTRACT TERMS AND CONDITIONS

Safety: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent federal, state, and/or local safety or environmental codes.

The contractor agrees to protect, defend indemnify, and hold the Board of Education, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees, or other expenses or liabilities of every kind and character arising out of, or relating to, any and all claims liens, demands, obligations, actions, proceedings, or causes of action, of every kind, and character in connection with, or arising directly, or indirectly out of this agreement and/or the performance hereof.

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