

**INVITATION FOR BID**  
**FOOD SERVICE BEVERAGES**  
**GRAND FORKS PUBLIC SCHOOL DISTRICT NO. 1**  
**GRAND FORKS, NORTH DAKOTA**

**NOTICE IS HEREBY GIVEN** that Grand Forks Public School District No. 1 of Grand Forks County, North Dakota, will receive sealed proposals at the Business Office in the Mark Sanford Education Center, 2400 47th Ave. So., Grand Forks, North Dakota 58201, until 2:00pm on Tuesday, July 22, 2025 for bottled beverages. The proposals will be opened and read at 2:00pm on Tuesday, July 22, 2025 in the Boardroom at the above address. Instruction to Bidders, Bid Forms, and Specifications may be requested from the Business Manager of the School District. No proposal will be received after the scheduled closing time for the receipt of proposals. The School Board reserves the right to reject any and all bids, or to waive any informalities, irregularities or defects in any proposal, should it deem to be in the best interest of the School District to do so.

By order of the School Board of Grand Forks Public School District No. 1, Grand Forks County, North Dakota.

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Business Manager

## BIDDING PROCEDURES

1. PREPARATION FOR BIDDING. Bid packages should be prepared in each instance when the School District is requesting proposals and such package should include the following:
  - A. Instructions to Bidders
  - B. One Bid Form
  - C. Specifications
2. NOTICE. With limited exceptions, each contract involving the expenditure of an aggregate amount greater than \$50,000.00 may be entered into only after ten days notice by at least one publication in a legal newspaper published in the County in which the School District, or a portion thereof is located (NDCC 15.1-09-34).
3. RECEIPT OF PROPOSALS. All sealed proposals must be delivered to the business office by the date and time specified in the publication and Instructions to Bidders. No late proposals should be accepted.
4. OPENING OF BIDS. At the time set forth in the Instruction to Bidders and in the publication the bids are to be opened and read.
5. REVIEW OF PROPOSALS. After the bid opening, the appropriate administrative officials should review all bids to determine if they meet the Instructions to Bidders and Specifications. Any bids failing to meet Instructions to Bidders or Bid Specifications should be so noted.
6. BOARD ACTION. After review by the administration, the appropriate Administrator should report to the Board on the outcome of the bidding and make a recommendation concerning the lowest responsible bidder meeting specifications. Any action on the proposals, awarding the bid to the lowest responsible bidder, rejecting a proposal for failing to meet Specifications, waiving irregularities, etc., must be taken by the Board.
7. NOTIFICATION TO BIDDERS. After the Board has awarded the contract to the lowest responsible bidder or rejected all bids, all bidders should be so notified.
8. PREPARATION OF CONTRACTS. Contracts prepared as a result of the bidding process should incorporate the Instruction to Bidders, Bid Form and Specifications into the contract.

## INSTRUCTIONS TO BIDDERS

### **For: Food Service Bottled Beverages**

Bid Opening Date: 2:00pm on July 22, 2025

1. NOTICE IS HEREBY GIVEN that proposals for Food Service Beverages for Grand Forks Public School District No. 1, Grand Forks County, North Dakota, will be opened and read in the Boardroom at the Mark Sanford Education Center, 2400 47th Ave. So., Grand Forks, North Dakota 58201 at the time and date indicated above.
2. The sealed proposals shall be delivered to the Business Office at the above address, any time prior to, but not later than, 2:00 PM on Tuesday, July 22, 2025. Bidders are responsible for the timely delivery of their sealed proposals.
3. Each proposal must be submitted on the bid form provided with those specifications and must be contained in a sealed envelope, which shall be endorsed on the outside thereof with the following information:
  - A. Proposals for Food Service Beverages
  - B. Name and address of bidder
4. All bids submitted must be valid for a minimum period of 30 days after the date set for the bid opening.
5. The School Board reserves the right to reject any and all bids, or to waive any informalities, irregularities or defects in any proposal, should it deem to be in the best interest of the School District to do so. The contract will be awarded, if at all, to the lowest responsible bidder meeting specifications as determined by the Board (hereafter the "Contractor"). While the financial responsibility of the bidder is significant concern, the Board is equally concerned with the proven ability to satisfactorily perform the contract so that the beverages will be provided in accordance with proposed contract documents.
6. Any explanation or statement which the bidder wishes to make must be placed in the same envelope with the proposal but shall be written separately and independently of the proposal and attached thereto. Unless the bidder so indicates, it is understood that the bidder has bid in strict accordance with the specification requirements.
7. Bidders must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained.

8. Bidders shall not include taxes that school districts are not subject to in their quotation.
9. 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 receipt of proposals.
10. The Board may inquire as to the financial stability of any bidder and may request financial references.
11. The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies which may in any manner affect the performance of the contract. The Contractor in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, nor otherwise commit an unfair employment practice.
12. Contractor agrees to indemnify, hold harmless and defend the School District, members of the Board, Officers, employees, student teachers, and agents thereof against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, cost, expense and attorney's fees, in any manner caused by, arising from, incident to, connected with or growing out of the operation of this contract, except for the acts of omissions of the Board of its representative.
13. No contract shall be assigned or any part of the same subcontracted without the written consent of the Board, but in no case shall consent relieve the Contractor from his obligations, or change the terms of the contract.
14. As stated above, the dollar amount of the bid, the financial responsibility of the bidder and the ability of the bidder to perform his contract are primary concerns of the Board in awarding the contract.
15. Alternate bids will be considered only secondarily to bids meeting contract specifications. Any alternates submitted must be thoroughly detailed to merit consideration.
16. Terms of Contract: Contract period begins August 1, 2025 – July 31, 2026, with consistent deliveries occurring between the 3rd week of August through the last week of May. The District may renew this contract (2) times for additional one-year periods by negotiation directly with the successful bidder.
17. Buy American: Grand Forks Public Schools participates in federal school meal programs and is required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural

commodities that are produced in the U.S. (7CFR210.21, 220.16). Selected Distributor must be able to comply with this requirement.

18. Certification regarding debarment, suspension, ineligibility and voluntary excluding as required by Executive Order 12549, Debarment and Suspension, and implemented at 34CFR, Part 85, as defined at 34 CFR Part 85, Sections 85-105 and 85-110- (ED80-0013).
  - a. If the negotiated contract exceeds \$25,000, prospective bidder certifies, by submission and signature of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
19. Enclosed you will find copies of the following forms:
  - B1. Food Service Beverage Specifications
  - B2. Food Service Beverage Bid Form
20. Bids delivered by the U.S. mail must be sent registered mail with a return receipt. Vendors hand delivering bids must sign a delivery form provided by the school district.
21. **Bid is a line item bid; each line is awarded to the lowest bidder. For item descriptions that list a range of acceptable number of ounces per bottle size, award will be given based on lowest unit (per bottle) price.**

**GRAND FORKS PUBLIC SCHOOL DISTRICT #1  
FOOD SERVICE BEVERAGE SPECIFICATIONS  
2025-2026 School Year**

1. **All beverage products submitted must meet Smart Snack requirements.** Nutrition specifications for each bid product must be provided upon request.
2. Delivery shall be made 1-2 times per week at the following locations:

Central High School	115 N. 4th St.	Grand Forks	58203
Red River High School	2211 17th Ave. S.	Grand Forks	58201

3. Orders will be placed online or other method determined by vendor.
4. Delivery must be on time and orders must be complete and accurate.
5. Products must be delivered in clean and sanitary containers. Products must arrive undamaged, correctly packaged and in an overall condition acceptable to the school district.
6. Failure to comply with any requirements of this bid may result in termination of the contract upon written notice from the school district.
7. All prices include delivery to the school. No fuel surcharge will be accepted during the term of this agreement.
8. Samples must be provided upon request during the bid process to determine product acceptance.
9. A variety of additional beverage items, not on the bid, may be purchased by the district through a regular food service vendor.
10. Vendor shall provide all cooler equipment necessary to display products, at no charge, upon request of the district. Vendor must maintain all equipment and service any repairs at no charge to the district. All equipment shall be labeled with graphics that comply with Smart Snacks standards. Products from multiple vendors will be displayed together in coolers. All rights, titles and interest in the equipment supplied shall at all times remain with the vendor. Contact Wendy Mankie, Child Nutrition Director for details on equipment needs.

11. Contact Wendy Mankie, Child Nutrition Director for additional information regarding the Food Service Beverage bid. The telephone number is 701-787-4297 ext 3596. Email is [wmankie260@mygfschools.org](mailto:wmankie260@mygfschools.org).

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992. (Voice) Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877- 8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

Calendar of Events:

RFP Released	July , 2025
Proposal Due Date/Bid Opening	July 22, 2025
School's selection of proposal	July , 2025
Board Approval and Contract Award	July , 2025