

Three Square

4190 N. Pecos Rd.
Las Vegas, NV 89115

COMPETITIVE BID (CB)

Bid Number:	2023-____	*Bid Opening Date:	November 8, 2023
Commodity Description:	Shelf Stable Meals	*Bid Opening Time:	11:00 AM PDT

CONTACT INFORMATION

Name:	Tara Nerida, Director of Programs	Phone:	702-644-3663 x 420
Fax:	n/a	Email:	tnerida@threesquare.org

Instructions:

- Bids should be submitted by the time and date specified above.
- The vendor should provide the information below.

MAILING ADDRESS:	BID OPENING LOCATION:
Three Square 4190 N. Pecos Rd. Las Vegas, NV 89115	Three Square 4220 N. Pecos Rd. Las Vegas, NV 89115

VENDOR INFORMATION

Company Name: _____			
Name (type or print): _____		Title: _____	
Address: _____			
City: _____		State: _____	ZIP Code: _____
Telephone Number: _____		Fax Number: _____	
E-Mail Address: _____			
Signature: _____			
<i>Use Ink Only.</i>			
Business Designation (check one):	Individual <input type="checkbox"/> Partnership <input type="checkbox"/>	Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/>	Government/ Nonprofit <input type="checkbox"/>

THREE SQUARE
COMPETITIVE BID

BID FORMAT

Any statement in this document that contains the word “**will**”, “**must**” or “**shall**” means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected. All bid pricing must be United States dollars and cents.

COST

All charges **should** be included on the Official Bid Price Sheet(s) which includes all associated costs (including but not limited to delivery, freight etc.) for the goods or services being bid. Do not include sales taxes in unit prices. Bid pricing should be valid for 30 days following CB opening to allow sufficient time to tabulate and evaluate bid responses. Any purchase incentives, discounts, rebates, and credits need to be identified in bid price.

SCOPE

Three Square wishes to purchase quantities of single-serve and pre-packed shelf-stable meal products for the upcoming school year and summer to fulfill the requirements of the federally funded Child and Adult Care Food Program and Summer Food Service Program. The Product List, found at <http://www.threesquare.org/bids>, contains the listing and base specifications of all items that Three Square wishes to purchase. Prospective bidders may bid on four or more meal items on this list. Award shall be made to a single responsive, responsible bidder on the basis of the lowest aggregate cost to the Institution and a guarantee of 4 to 6 month shelf life.

TYPE OF CONTRACT

Three Square will enter into a firm contract with the successful bidder(s), and will provide a purchase order authorizing shipment. The contract will remain in effect until a new Competitive Bid is released. Quantities listed on bid documents are estimates, and will vary.

AWARD CRITERIA AND RESPONSIBILITY

Bids must meet or exceed all defined specifications. Detailed product specifications or cut sheets must accompany the bid. Products that do not meet specifications will be rejected. Bids must meet all terms and conditions of this Competitive Bid. If two bidders have identical unit prices for the same product, the product with better specifications will be selected. If prices and specifications are identical, the contract will be awarded to the firm with more selected products.

AWARD ANNOUNCEMENT AND EFFECTIVE DATE

Three Square will notify all bidders by November 8, 2023. Should any bidder(s) feel a need to protest the procedures, they should contact the above Three Square contact by email within 48 hours of the bid award.

DELIVERY: FOB DESTINATION

Three Square
4220 N. Pecos Rd.
Las Vegas, NV 89115

Deliveries will be scheduled within the perishability window of each individual item for approximately monthly amounts listed on the Product List. The bidder must state the number of days required to place the commodity in the ordering agency's designated location from the date of order.

All deliveries must be made during normal Three Square work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The vendor shall give the agency immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.

Loss or damage that occurs during shipping, prior to the order being received by the agency, is the vendor's responsibility. All orders should be properly packaged to prevent damage during shipping.

PAYMENT AND INVOICE PROVISIONS

All invoices **shall** be forwarded to:

Three Square
Attn: Accounting

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Three Square may not be invoiced in advance of delivery and acceptance of any commodity. Payment will be made within 30 days after the product has been received and accepted. Invoices must be itemized. Purchase Order Number should be referenced on each invoice.

Three Square is responsible for all contracts awarded.

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Vendor Checklist

1. Read all pages of CB document.
2. Complete and sign page 1 of Competitive Bid.
3. For each item, include a product cut sheet or other detailed product specification.
4. Complete Official Bid Price Sheet or use spec spreadsheet provided.
5. Seal the above items in an envelope to be delivered by the bid opening time and date listed on page 1.
6. Complete Certificate of Independent Price Determination.
7. Complete Conflict of Interest questionnaire.

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OFFICIAL BID PRICE SHEET

Please add additional lines as necessary

ITEM	DESCRIPTION OF MEAL	DAYS FROM ORDER TO DELIVERY	LIFE SPAN	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
<i>Ex.</i>	<i>Meal</i>	3		12,345	<i>each</i>	.15	\$1,851.75
1.							
2.							
3.							
4.							
5.							
6.							

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RESERVATION

This CB does not commit Three Square to award a contract(s), to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities or services.

CONDITIONS OF CONTRACT

The successful bidder(s) shall at all times observe and comply with Federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder(s) shall indemnify and save harmless Three Square and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

CHANGES IN PRODUCT OR AVAILABILITY:

Should product quality or availability decline in any way, Three Square reserves the right to put the item back out to bid.

DELEGATION AND/OR ASSIGNMENT

The vendor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of Three Square. The vendor shall not delegate any duties under this contract to a subcontractor unless Three Square has given written consent to the delegation.

ACCEPTANCE STANDARDS

Inspection and acceptance/rejection of product(s) shall be made within 5 days of receipt. Three Square shall have the option to return any product(s) within the 5 day timeframe for any reason. Bid must include a "total satisfaction" return policy for all products and shall not impose any liability on Three Square for such returns.

STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by Three Square.
2. **ACCEPTANCE AND REJECTION:** Three Square reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of Three Square.
3. **BID SUBMISSION:** Bids must be submitted to Three Square on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. Three Square may order more or less than the estimated quantity.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. Three Square reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to Three Square. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination, they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

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10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD: Term Contract:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. **Firm Contract:** A written purchase order authorizing shipment will be furnished to the successful bidder.
13. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. Three Square has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of Three Square. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
16. **STORAGE:** Three Square is responsible for storage if the contractor delivers within the time required and Three Square cannot accept delivery.
17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize Three Square to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to Three Square of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
18. **VARIATION IN QUANTITY:** Three Square assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
19. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities. Invoices must be sent to the "Invoice To" point shown on the purchase order.
20. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold Three Square harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and Three Square have the right to pursue any other remedy permitted by law or in equity.
23. **CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
24. **MINORITY AND SMALL BUSINESS:** The contractor agrees to make good faith efforts to involve minorities and small business.
25. **ACCESS:** Contractor will provide access by duly authorized representative of Three Square State Agency, United States Department of Agriculture, or Comptroller General to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts.
26. **RECORDS:** Contractor shall maintain all required records for three years after final payment and all other pending matters (audits) are closed for all negotiated contracts.
27. **Contractor agrees to maintain all applicable health certification and assure that all State and local regulations are being met in preparation and packaging of items.**
28. **Contractor will recognize mandatory standards/policies related to energy efficiency contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165)**
29. **Contractor agrees 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)**
30. **Contractor will not participate in any way in acts of collusion.**
31. **Contractor has not been identified as having been excluded from receiving Federal Contracts (EPLS)**
32. **As outlined in 7 CFR Part 210.21(d), Contractor will, to the maximum extent practicable, purchase domestic commodities or products.**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html.

and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

THREE SQUARE
COMPETITIVE BID

Certificate of Independent Price Determination

Both the Institution and the Vendor (bidder) shall execute this Certificate of Independent Price Determination.

Name of Institution

Name of Vendor

- A. By submission of this offer, the bidder certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this Invitation for Bid:
- 1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening of this advertised bid directly or indirectly to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Vendor certifies that:
- 1) He or she is the person in the Vendor's organization responsible for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A. 1) through A. 3) above; or
 - 2) He or she is not the person in the Vendor's organization responsible for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to A. 1) through A. 3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A. 1) through A. 3) above.

In accepting this offer, the Institution certifies that no representative of the Institution has taken any action which may have jeopardized the independence of the offer referred to above.

Signature of Authorized *Institution* Representative

Title

Date

To the best of my knowledge, this Vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

Signature of Authorized *Vendor* Representative

Title

Date

Note: Accepting a bidder's offer does not constitute award of the contract.

Conflict of Interest Questionnaire – Vendor

[illegible]

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