

**REQUEST FOR PROPOSAL (RFP)**  
**FOR PRIME VENDORS**  
**ST. JOSEPH'S ELEMENTARY SCHOOL**

**NOTICE IS HEREBY GIVEN** that St. Joseph's School is calling for proposals for a Broadliner Prime Vendor. The deadline for proposals is 12:00 p.m. on May 20th, 2026. The proposals will be opened and read at 1:00 p.m. on May 20th, 2026 in the Conference Room 124 6<sup>th</sup> Street West, Williston, ND 58801.

All bid inquiries can be directed to:  
Abbey Dahlberg, Food Services  
St. Joseph's Elementary School  
124 6<sup>th</sup> St. W.  
Williston, ND 58801  
701-572-6384  
Abbey.Dahlberg@k12.nd.us

Proposal may be hand delivered, mailed or emailed. Notification of the award will be by email

Date of request: April 22nd, 2026

**Completed proposal must be submitted no later than May 20, 2026 at 12:00pm.**

Submissions should be sealed and sent to:  
Abbey Dahlberg  
St. Joseph's School

**Mail:** 124 6<sup>th</sup> St. W., Williston, ND 58801  
**Hand Delivery:** 124 6<sup>th</sup> St. W., Williston, ND 58801  
**Email:** Abbey.Dahlberg@k12.nd.us

## **Definitions**

For consistency throughout this document:

“School” means the school district or individual school that is requesting proposals.

“Distributor” or “Proposer” 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 “Prime Vendor.”

“NOI” means net-off invoice in reference to commodity processed foods.

## **Review and Awarding the Bid**

The bids will be opened and read on May 20, 2026. in the St. Joseph’s Conference Room 124 6<sup>th</sup> Street West, Williston, North Dakota.

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

School reserves the right to:

- Waive any irregularities or informalities in proposals;
- In the best interests of School, accept or reject any and all proposals or portions thereof, select the next most responsive proposal, or if necessary, issue a new RFP or take other action as School deems appropriate.

## **School Objectives:**

The mission of school food service is to provide a variety of healthy school meals and other food service at affordable prices in support of the educational goals of students. St. Joseph’s Elementary School participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Snack Program, and the Fresh Fruit and Vegetable Program (FFVP) for reimbursement of meals that meet federal standards and is allocated USDA commodities for use in school meals through the Food Distribution Program. In accordance with federal Buy American law, School desires to purchase domestic food products to the maximum extent practicable for school meals. We require bidders to certify that products are processed in the U.S. and contains over 51% of its agricultural food component from the U.S of the product and its percentage of the domestic agricultural food component (by weight or volume) contained therein.

The school's intent is to enter into a long-term professional relationship with one distributor. The school is seeking a partner with experience, financial stability, whose technology will be kept up-to-date, and who will sustain and provide effective customer service.

The School requests proposals in response to this Request for Proposals (RFP) for purchasing commercial and commodity processed (NOI) foods and related services from a Prime Vendor. The second tab of product list includes NOI bid specifications to include request for distributor fee per case. To minimize the need to seek alternate distributors, the school will purchase a minimum of 80% of its commercial food products, with the exception of these products: milk products, bread products, Chemicals, Small wares, Equipment, Repairs, DoD Produce

One Distributor will be chosen to negotiate with School under the terms of the proposal in effect for *school year 2026-2027 beginning on July 1, 2026 and ending June 30, 2027* with up to four (4) 1-year renewals for a potential 5-year contract. Either party may exit the contract with a 60-day written notice.

St. Joseph's Elementary School is a tax exempt, non-profit organization. School will provide sales tax exemption certificate upon request.

**Williston Basin School District #7  
PRIME VENDOR – Grocery and NOI Commodity Items Bid**

**School Profile**

- School enrollment: 180 students
- Estimated annual purchases under proposed contract: \$90,000.00
- School participates in National School Breakfast Program, National School Lunch Program, Fresh Fruit and Vegetable Program, After School Snack Program
- Daily Average Breakfasts Served: 24
- Daily Lunches Served: 160
- Weekly deliveries to school:

<b>Location</b>	<b>Delivery</b>	<b>Delivery Time Window</b>	<b>Delivery Type</b>
St. Joseph’s Elementary 124 6 <sup>th</sup> Street West	Two days/week	6:00 a.m.-12:30 p.m.	Street Level

**Calendar of Events for RFP – Grocery Prime Vendor**

<b>Calendar of Events</b>	
<b>Action</b>	<b>Date/Time and Location if applicable</b>
RFP released by school	April 22, 2026
Proposal due date and opening at the office Williston Basin School District #7	May 20, 2026
Notification of Intent to Award	May 20, 2026
Anticipated approval and contract award	May 20, 2026

**Criteria for Awarding Bids - Grocery Prime Vendor**

St. Joseph’s Elementary School will evaluate proposals and award points based on established criteria. The maximum possible score for each of the criteria is shown. Points awarded for price, number of special-order items and discounts will be determined on a curve calculation. The proposal with the best response will be awarded the maximum 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.

Criteria	Maximum Score
Lowest total bid cost of groceries, and commodity NOI items based on projected usage	45 pt.
Ability to meet service and bid terms	10 pt.
Most Locked in price items from product list	10 pt.
Most number of stocked items	5 pt.
Incentive for Early Pay	5 pt.
History of Distribution Performance *If no history; provide references	15 pt
Produce and Items not on <i>product list</i> – Lowest price of distributor mark up (cost plus fixed fee, defined below)	10 pt.
Maximum Score	100 pt.

**School District - Bid Requirements**

The required method for determining product prices is the contract is “Cost plus Fixed Fee”

“Cost” is defined as Distributor’s invoice from the supplier, plus inbound freight, minus customer allowance and any other “off” invoice allowances. If the vendor receives a discount, rebate, applicable credit, allowance, or incentive, vendor must disclose and return to the school food service account the full amount of the discount, rebate, or applicable credit that is received based on the purchased made on behalf of the school, and appropriate records which allow the school to ensure compliance as described in this document must be maintained by the vendor. 7 CFR Part 210.21 (f)(1)(i)

All cost reimbursable contracts must contain the following provisions, pursuant to 7 CFR Part 210.21 (f)(1)(i), (iv), (v), (vi):

- The mandatory return of all credits, discounts and rebates to the SFA's nonprofit food service account;
- The frequency and method vendor will use for reporting credits, discounts and rebates on invoices and billing statements, (i.e. monthly, quarterly, annually);

All records of credits, discounts and rebates must be maintained by vendor, and made available to SFAs and State agencies upon request;

“Fixed Fee” is defined as the difference between cost, as defined above, and the selling price to The District. Fixed fees shall remain firm for the duration of the agreement regardless of supplier invoice price.

**Points are awarded for items from the *product list* that can maintain a fixed fee for the duration of the contract. Distributor should state fixed fee for products and produce not on *product list*.**

The school provides product descriptions, preferred number of servings per case, and anticipated purchase quantities for each line item. The school has attempted to estimate within 10-15 percent of the actual requirements. The receipt of USDA commodities and changes in student preferences affect purchase quantities. After 1<sup>st</sup> month of operation, quantities may need to be adjusted. **The use of the name of a manufacturer or any special brand or make in the specifications is not intended to restrict bidders. These identifications are to establish the character or quality of the article desired.** The proposer may bid an alternate item, brand and/or pack size, for any item which identifies a preferred brand or manufacturer using the process on the calendar of events.

If no mention is made by the bidder of proposing to furnish a substitute, the school will assume that the item specified is to be furnished and the contract will be made accordingly.

Awarded bidder will provide an electronic copy of the bid awarded. The format shall be the excel spreadsheet bid form provided by St. Joseph's School Elementary.

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.

### **Ordering Procedures:**

Orders will be placed using a process which minimizes the work and time on the part of the School. The School prefers an online ordering platform.

A Sales representative shall be assigned to St. Joseph's School account, with daily email/phone call communication, or as needed.

The school makes regular purchases prior to the start of the school year (early August) through the end of May.

Special Orders: Distributor will provide the procedure for ordering products that are non-stock. Points will be awarded for most stocked items.

**Forecasted usage.**

With school-provided forecasting, vendor will fulfill 95% of orders without shortages, outages, or substitutions. Excessive substitutions may result in a suspended contract. If distributor is temporarily out of stock or short on a particular item, an equal or superior product may be delivered at an equal or lower price and with prior approval from St. Joseph's School.

**Product information and Reports:**

Distributor will provide Product Specification Sheets, CN Label Sheets, and Nutrient Data Sheets on products listed on the order guide upon request.

Reports: Distributor will provide monthly purchase reports, and summary information at the end of the contract period. Service and performance reports indicating fill rates, outages, shortages, and substitutions must be provided at least annually.

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.

**Freight:**

No freight charges are allowed for any item. No fuel surcharges will be accepted during the terms of this agreement.

**Payment:**

Vendor will provide a prompt payment discount on invoices paid within 21 days of delivery. Indicate distributor's prompt payment discount in the vendor questionnaire attached. Criteria for evaluating the RFP will award points based on the discount offered.

**Auditing Rights:**

The School reserves the right to conduct quarterly audits to ensure that school receives the best possible Net Delivered Price for all goods covered by this contract. Distributor shall be responsible for demonstrating that the frequency and adequacy of its efforts to obtain the best prices for goods covered by this contract are reasonable to accomplish this objective. The Distributor shall furnish verification of costs for items to be price verified. The Distributor shall be notified of the date and time of the price verification ten business days in advance. The school will provide a listing of items to be verified, not to exceed 25 items, and the date of the pricing period to be verified. If an error rate in excess of 10% is found, a complete audit of all items could be performed.

The Distributor shall be able to provide cost data from purchases between divisions or departments within their own organizations and from cooperatives to which they belong.

**Termination:**

The awarded contract may be terminated in whole or in part 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 sixty (60) days written notice (delivered by certified mail, return receipt requested) 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 purchases 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 representative and auditors.

State and Federally Required Contractual Provision: Selected prime vendor 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 prime vendor is responsible to abide by all applicable federal and state laws and policies of the DPI, as applicable, when providing services under the awarded contract, including, but not limited to:

Equal Employment Opportunity: Selected prime 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, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, 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 Standards 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 basic rate of pay for all hours worked over 40 in a workweek.

Labor and Civil Rights Laws: Selected prime vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with selected prime vendor's performance of work under the awarded contract, selected prime 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 prime vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the 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, and 15b; the Americans with Disabilities Act; and FNS instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

Duty to Protect: Selected prime 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 SFA's location, building, or SFA's property when students are attending school or a school related activity.

Smoking: Selected prime vendor shall comply with all prohibitions on smoking in SFA facilities and grounds pursuant to applicable federal, state, and local laws or policies.

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

Clean Air and Energy Policy and Conservation Act: Selected prime vendor shall 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), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Selected prime vendor shall report all 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. Distributor shall provide certificates of insurance. Should any required insurance be cancelled before the expiration date, the issuing company will mail 30-days written notice to the school district.

Taxes: The school is a tax exempt, non-profit organization. The School will provide Tax ID upon request.

“Buy American” Provision: On April 25, 2024, FNS published the final rule, *Child Nutrition Programs: Meal Patterns Consistent With the 2020-2025 Dietary Guidelines for Americans* (89 FR 31962). Among other provisions, this rule finalizes regulations that strengthen the School Meal Programs' Buy American provision.

The Buy American provision requires school food authorities to purchase, to the maximum extent practicable, domestic commodities or products. The Buy American provision applies to school food authorities located in the 48 contiguous United States. Although Alaska, Hawaii, and the U.S. territories are exempt from the Buy American provision, school food authorities in Hawaii are required to purchase food products produced in Hawaii in sufficient quantities. Likewise, school food authorities in Puerto Rico are required to purchase food products produced in Puerto Rico in sufficient quantities.

This provision supports the mission of the child nutrition programs, which is to serve children nutritious meals and support American agriculture. Program regulations that govern this provision apply to school food authorities that operate the National School Lunch and/or School Breakfast Programs and are found at [7 CFR 210.21\(d\)](#) and [7 CFR 220.16\(d\)](#), respectively. This memorandum provides information regarding implementation of the Buy American provisions recently codified in the final regulations. **Selected prime vendor shall notify school district in advance of delivery of any product not compliant with this requirement. Product(s) delivered to the school district which are not compliant with this requirement will be returned and invoices for those items will not be paid.**

Not Disbarred, Suspended, proposed for Debarment, Declared Ineligible, or Voluntarily Excluded. Proposer certifies (See attachment: “Suspension and Debarment Certification”) neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Selected prime vendor should consult Executive Orders 12549 and 12689. For additional information, selected prime vendor should check <https://www.epls.gov/>, and public service site by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties which are excluded from receiving federal contracts, certain subcontracts, and certain federal financial and nonfinancial assistance and benefit.

Lobbying: If the negotiated contract 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 expected to submit a “Disclosure Form to Report Lobbying” at the time of the executed contract and at the time of any renewals.

Food Law: 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 facility 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**

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.

## **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, costs, 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.
- Handle the school's complaints and inquiries about various products.
- Issue credit and arrange for return of miss-shipped or unacceptable products.
- Timeliness of deliveries is important! All deliveries must be made on agreed days during the agreed upon hours. If a change needs to be made, the distributor must contact the school prior to changing delivery time/day.
- Coordinate with the school any rebate programs. The supplier will pass on to the district all promotional allowances, discounts and manufacturers rebates in the form of lower prices. The supplier shall also keep the district informed of any rebates that may be redeemed by the district and provide tracking information on usage, so the district may take full advantage of all available rebates and free goods offers.

## Instructions to Distributors for completing Product List – Prime Vendor

All sell prices shall be a fixed cost for the entire contract period – July 1, 2026-July 31, 2027

### Complete the Product List by entering Distributor information:

At upper left of Items for Bid tab, provide Distributor name and contact information in the cells provided.

These columns are populated with information from the school district for the distributor's reference while completing the bid. Do not enter any information in columns B, C, D, E, F.

Column A	<u>Line Item Number</u>
Column B	<u>Product Specifications</u> – Description with specifications is listed for products Item description
Column C	<u>Preferred Brand or Approved Equivalent</u> – A manufacturer and brand name is listed if a particular product is preferred by the school district. If “Distributor choice” is listed, the distributor may bid a product that meets the written specification. If distributor chooses to bid a product that is an alternative, the alternate must pass a taste test for approval prior to bid award.
Column D	<u>Pack Size</u>
Column E	<u>Usage History</u> – District usage for 2024-2025 based off of preferred item pack size
Column F	<u>Estimated Annual Usage</u> – An estimated annual usage for each item is listed. These quantities are based on menu cycles and forecasted usage from previous year. These amounts do not necessary indicate a weekly usage, as most menu items are based on a menu rotation every four weeks. In some circumstances, the amount listed is a large, one-time purchase for a particular menu day. Estimated usage is provided to demonstrate quantities of purchases that may be expected annual usage. This is an estimate only and not an indication of a guaranteed amount to be purchased. Quantities may fluctuate during the specified time period due to student preferences and due to allocation of USDA commodities. School will provide monthly usages if needed.
Column G	<u>Distributor Item Description</u> – Enter name of item that is bid
Column H	<u>Distributor's Item Number</u>
Column I	<u>Manufacturer Item Number</u>
Column J	<u>Distributor case size</u>
Column K	<u>Child Nutrition or PFS available</u> – Enter either Y or N
Column L	<u>Buy American Compliant</u> – Enter either Y or N for each item, indicating if the bid item complies with the Buy American Provision set by the USDA.
Column M	<u>Stocked/Non-Stocked Item</u> – Enter either Y or N for each item, indicating if the item is a regular stocked item, or special-order status
Column N	<u>Markup Per Case</u>
Column O	<u>Distributor's Case Cost</u>
Column P	<u>Final Unit Price to District</u>
Column Q	<u>Do not fill in Column Q</u> . The spreadsheet will automatically populate this column based on annual usage multiplied by distributor cost.

Column R Product Held for Duration of Contract – Either enter Y or N for each item, indicating if the product will be held for the duration of the one-year contract.

Column S Notes – Any distributor notes to district

## Vendor Questionnaire

1. Will you be able to meet the specified delivery hours, and delivery frequency as indicated on the RFP?

Yes\_\_\_\_\_ No\_\_\_\_\_

2. Do you require a minimum number of cases, pounds, or value for deliveries?

Yes\_\_\_\_\_ No\_\_\_\_\_

If yes, please state your requirements.

3. Briefly explain your procedure for notifying customers of shortages and/or substitutions.

4. Describe your procedure for ordering products that are not stocked, or special-order status.

5. What is your procedure for notifying customers of a product recall?

6. What is your company's average fill rate for customers? Please explain how you calculate this fill rate.

7. Do you offer a percentage discount for early payment? Are credit cards allowed for payment? This is considered in the evaluation criteria of proposals.

Yes\_\_\_\_\_ No\_\_\_\_\_

If yes, please state terms for discount.

8. Have you proposed a fuel price escalation fee? Yes \_\_\_\_\_ No\_\_\_\_\_

9. What is the Fixed fee for items not on the *product list* and produce\_\_\_\_\_?

**Attach your completed Product List for Prime Vendor Grocery to your proposal**

**St. Joseph's Elementary School  
FOOD SERVICE GROCERY/NOI RFP**

The undersigned hereby offers to provide prime vendor service for food products as specified in this proposal for the school year 2026-2027.

Distributor Name:	
Distributor Representative:	
Distributor Title:	
Distributor Address:	
Distributor City, State & Zip	
Distributor Telephone Number:	
Distributor E-Mail Address:	

- I have read and understood the bid specifications provided by St. Joseph's Elementary
- Please circle YES or NO below.

YES

NO

- Enclosed is a bid for PRIME VENDOR – Grocery & NOI Bid.
- Please circle YES or NO below.

YES

NO

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
DATE

## II. PROCEDURAL REQUIREMENTS

### Proposal Submission

Submit sealed proposals to: St. Joseph's Elementary School  
Abbey Dahlberg

**Mail:** 124 6<sup>th</sup> Street W., Williston, ND 58801

**Hand Delivery:** 124 6<sup>th</sup> Street W., Williston, ND  
58801

**Email:** Abbey.Dahlberg@k12.nd.us

**Completed proposal must be submitted no later than May 20, 2026 12:00 p.m.**

Proposals will be accepted up to, and no proposals may be withdrawn after, the required date and time for submission. Time is local time at the school. Proposals that arrive after the required time will not be considered. It is the responsibility of the Proposer to ensure that the proposal arrives at the required location by the required time.