

LEARNING TODAY FOR THE POSSIBILITIES OF TOMORROW

Administration Office 3115 Pole Line Road Pocatello, Idaho

# Request for Proposal

# **SPECIFICATIONS**

# 2022-2023

# MILK SUPPLY

BIDS WITH CONDITIONS WILL NOT BE ACCEPTED

Proposals Due:

April 14, 2022 4:00 P.M.

Bid Opening:

April 15, 2022 11:30 A.M.



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#### SCHOOL DISTRICT NO. 25 <u>INVITATION TO BID</u>

#### FOOD SERVICE, MILK SUPPLY

Proposals will be received by the School District 25 Business Office, Bannock County, Idaho at 3115 Pole Line Road, Pocatello, Idaho 83201, until 11:30 AM on April 15, 2022, for Food Service Milk Supply.

Specifications and additional details, (including bid forms), may be secured at 3115 Pole Line Road, Pocatello, Idaho, 83201 and on the District website at: https://www.sd25.us/Content/bo-bidding

All bids must be on the forms furnished, all blank spaces filled in, and signed with the name and address of the Bidder. No unqualified bids will be read.

The Board of Trustees reserves the right to reject any or all bids or to waive any informalities, or to accept the bid or bids deemed best for School District No. 25, Bannock County, Pocatello, Idaho.

Renae Johnson, Clerk School District No. 25

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## **REQUEST FOR PROPOSAL**

## **GENERAL CONDITIONS OF CONTRACT:**

Notices, conditions and specifications issued incident to the proposal to purchase Bread for the 2022-2023 school year, described herein, together with the purchase policies of School District No. 25, are on file for examination in the Office of the Director of Business Operations, shall form a part of the contract conditions.

## **NATURE OF CONTRACT:**

Specifications are technical for purposes of establishing high standards of line item material purchasing. Bidders shall indicate the manufacturer's brand names where specified in their proposals. All items bid or under contract stipulate there is no guarantee, promise or commitment to any quantity estimated or service to be rendered other than materials, supplies, equipment or labor authorized by direct orders.

Contracts for purchase will be put into effect by means of a purchase order executed by the Director of Business Operations after tabulations are compiled and approval is made by the Board of Trustees. Contracts will be for the period July 1, 2022 through June 30, 2023. Summer delivery will be required for the summer lunch program.

The bidder who is awarded the bid may, at his option, subcontract to other suppliers as he deems necessary. All billing for all products awarded by this bid must be a single monthly billing from the bidder who is awarded the bid. The successful bidder will be responsible for all actions of his subcontractor.

The Buy American provision was added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

Where domestic products subject to the Buy American Provision are awarded but the awarded bidder seeks to supply non-domestic product, the vendor must seek preauthorization from School District No. 25, Food Services Department, for such items, including tan explanation supporting the change or product. The District reserves the right to research all such requests and approve or refuse the application for alternative products, and seek Provision-compliant supply otherwise. Awarded bidders who fail to perform under the supply agreement as stipulated under Buy American requirements shall be considered in default of the agreement and subject to penalties under default rules as specified herein.

The bidder who is awarded the bid may, at his option, subcontract to other suppliers as he deems necessary. All billing for all products awarded by this bid must be single monthly billing from the bidder who is awarded the bid. The successful bidder will be responsible for all actions of his subcontractor.

## **QUALITY OF MATERIALS:**

It is specifically understood that products offered at the time of bidding shall be equal to State and Federal Lunch requirements. Substitutions or major alterations must be indicated upon the proposal sheet at the time of bid submission.

All pricing will be priced to the unit of measurement specified herein or the bid will not be considered.

**SAMPLES** must be submitted with the name of Company origin and/or Broker/Manufacturer origin clearly marked on <u>all</u> samples for proper consideration. For best consideration, <u>samples should be</u> <u>submitted by April 8, 2022.</u>

#### **DISTRICT REPRESENTATIVE:**

Refer all questions to Tom Wilson, Food Service Coordinator/Purchaser at (208) 235-3256 or e-mail at: wilsonto@sd25.us. Contact with other district staff, Board of Trustees, or Administration will be by written permission only.

#### **RESPONSIBILITY OF VENDOR:**

# Vendor must supply references as to service provided other institutions or must have a satisfactory record as a previous supplier to School District No. 25.

Each contractor shall be responsible for the delivery of materials of such quality and in quantities as is specified. Supplier quoting shall submit with their bid full nutritional information, including all USDA mandated C/N labeling or signed manufacturer's formulation statements. The bidder shall submit his bid on the proposal form furnished and shall plainly mark on the envelope:

#### "BID – MILK SUPPLY" TO BE OPENED ON APRIL 15, 2022 AT 11:30 AM

Bids not delivered by Vendors at time of bid opening must be received by mail or in office no later than 4:00 PM on April 14, 2022, the last working day before the bid opening to ensure receipt prior to formal bid opening.

VENDOR MUST HAVE A REFRIGERATED WAREHOUSE FACILITY WITHIN A FIFTEEN (15) MILE RADIUS OF POCATELLO. THIS WILL BE NECESSARY TO PROVIDE EMERGENCY DELIVERFIES TO SCHOOLS, REPLACE SPOILAGE, AND MAKE UP SHORTAGES.

The vendor shall be responsible for net revenues lost due to the inability to serve or sell milk that does not meet Idaho Environmental Health or Weights and Measures specifications for quality, wholesomeness, weight, or measure which results in meals and are non-reimbursable and cannot be claimed for federal reimbursement or sold as ala carte. As an option, the vendor may replace the defective milk with milk that meets the State Standards before meal service begins so revenues are not lost to the Child Nutrition Program.

#### CONDITIONAL BIDS OR BIDS WITH STIPULATIONS WILL NOT BE ACCEPTED.

## **DELIVERY and APPROXIMATE MILK CONSUMPTION**

The vendor shall be responsible for the delivery, to the schools, the products of such quality and in quantities as specified.

# DELIVERIES AND APPROXIMATE MILK CONSUMPTION:

Daily deliveries will be made directly to the schools listed below:

SCHOOL NAMEOCentury High SchoolHighland High SchoolPocatello High SchoolNew Horizon CenterAlameda Middle SchoolFranklin Middle SchoolHawthorne Middle SchoolIrving Middle SchoolSub-total (Secondary)Chubbuck Elementary	Statistics         Statistics           Statistics         Statistics           338         Statistics           338         Statistics           504         Statistics           50         Statistics	WHITE/ 1% 63 86	<b>WHITE/ FF</b> 14	SCHOOL TOTALS
Highland High SchoolPocatello High SchoolPocatello High SchoolNew Horizon CenterAlameda Middle SchoolFranklin Middle SchoolHawthorne Middle SchoolIrving Middle SchoolSub-total (Secondary)	504 293 50	86		
Highland High SchoolPocatello High SchoolPocatello High SchoolNew Horizon CenterAlameda Middle SchoolFranklin Middle SchoolHawthorne Middle SchoolIrving Middle SchoolSub-total (Secondary)	504 293 50	86		
Pocatello High SchoolNew Horizon CenterAlameda Middle SchoolFranklin Middle SchoolHawthorne Middle SchoolIrving Middle SchoolSub-total (Secondary)	293 50			414
New Horizon CenterAlameda Middle SchoolFranklin Middle SchoolHawthorne Middle SchoolIrving Middle SchoolSub-total (Secondary)	50	4 –	23	613
Alameda Middle SchoolFranklin Middle SchoolHawthorne Middle SchoolIrving Middle SchoolSub-total (Secondary)		45	9	347
Franklin Middle SchoolHawthorne Middle SchoolIrving Middle SchoolSub-total (Secondary)	215	13	4	66
Hawthorne Middle SchoolIrving Middle SchoolSub-total (Secondary)	315	203	11	528
Irving Middle School Sub-total (Secondary)	346	173	14	533
Sub-total (Secondary)	259	97	8	365
	329	133	11	473
Chubbuck Elementary	2432	813	93	3337
	259	32	5	297
Edahow Elementary	113	23	1	136
Ellis Elementary	621	95	25	741
Gate City Elementary	180	23	14	216
Greenacres Elementary	225	45	9	279
Indian Hills Elementary	270	113	32	414
Jefferson Elementary	345	59	11	415
Lewis&Clark Elementary	338	68	27	432
Lincoln Head Start	0	349	16	365
Syringa Elementary	270	45	23	338
Tendoy Elementary	176	45	23	243
Tyhee Elementary	293	72	5	370
Washington Elementary	126	36	2	164
Wilcox Elementary	680	101	36	817
Central Kitchen - School Year	27	20	3	50
Subtotal (Elementary & CK)	3921	1124	230	5276
Totalschool year			1 1	
Central Kitchen - Summer	6353	1937	323	8613

Delivery will be accepted on an "as needed" basis, according to orders placed by the School Food Service Purchaser. No drop shipments will be accepted. All proposals must include the F.O.B. cost of the transportation to the School District No. 25 locations, Pocatello, Idaho.

## PAYMENTS:

Prices must remain firm as quoted by supplier until quantity awarded is received. Application for payment on or before the 25<sup>th</sup> of the month shall be paid by the 15<sup>th</sup> of the following month. Application for payment dated after the 25<sup>th</sup> of the month shall be paid within 30 days of the following month.

#### **OBJECTIONS:**

Written objections to specifications or bid procedures must be received by the clerk, secretary, or other authorized official of the District at least one (1) business day before the date and time upon which bids are scheduled to be received, per Idaho Code Section 68-2806(c).

#### **EVALUATION CRITERIA:**

Vendor selection on this project will be evaluated based on the following:

- 1) Price
- 2) Vendor reputation for providing quality materials on a timely basis.
- 3) Vendor who best meets the specified item as listed will be given priority in bidding a specific item.
- 4) Multiple vendors may be awarded individual products when it serves in the best interest of the District.

The contract will be awarded to the lowest responsive and responsible bidder or bid/offer most advantageous to the District with price and other factors considered.

#### **REMINDER**

1. Samples must be submitted with name of company origin before bid opening when any substitution of specified brand name or name or number is made on bid or the bid will not be accepted. For best consideration, samples should be submitted by April 8, 2022.

2. All substitutions must be pre-approved by the Food Service Coordinator before product is shipped.

3. There is no current conflict of interest with School District employees and shall not be going forward with regard to manufacturers, vendors, or representatives of such entities.

4. Any or all items subject to individual market price valuation may be accepted or rejected at the District's discretion. A 30-day notice is to be given to the School Food Coordinator.

5. The School Food Coordinator retains the right of refusal of products due to damage, insufficient Use-By dates, non-approved substitutions or major alterations of items. 6. Included within the bid document are items that Pocatello has used during the 2022-2023 school year. We would ask that you take these ideas and incorporate them into possible products that would fit our needs into a calendar format for the school year, 2022 -2023. The approximate dates would be from July 1, 2022 – June 30, 2023.

7. Keep in mind that there would be no service when there is no school, i.e. holiday's, teacher in-service days, etc. The district calendar is available by logging onto www.sd25.us

#### **USDA Non-Discrimination Statement**

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, audiotape, 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 <u>USDA Program Discrimination Complaint</u> Form, (AD-3027) found online at: <u>https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint</u>, 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:

- 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.



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#### BID RESPONSE SHEET 2022-2023 MILK SUPPLY

Board of Trustees School District No. 25 3115 Pole Line Road Pocatello, ID 83201

Date:

We, the undersigned, propose to provide various items in connection with Milk Supply Items under the supervision of the Food Service Coordinator and the Director of Business Operations, for the sums attached hereto:

SPECIFICATIONS <u>MUST</u> BE SUBMITTED AT THE BID OPENING WHEN ANY SUBSTITUTION IS MADE, OR THE BID WILL BE CONSIDERED NON-RESPONSIVE.

Delivery will be accepted on an "as needed" basis, according to orders placed by the School Food Service Purchaser. No drop shipments will be accepted. All proposals must include the F.O.B. cost of the transportation to the School District No. 25 locations, Pocatello, Idaho.

The Board of Trustees reserves the right to reject any/or all bids or to waive any informalities, or to accept the bid or bids deemed best for School District No. 25, Bannock County, Pocatello, Idaho.

PRODUCT	PRICE PER <b>HALF PINT</b> PAPER CARTONS	PRICE PER <b>HALF PINT</b> PLASTIC BOTTLES
Skim (Fat Free)		
Grade A 1% Low Fat White (Less Than 1% Butter Fat)		
Chocolate Milk (MUST BE SKIM)		
Strawberry Milk (MUST BE SKIM, available monthly)		

## **BID PRICE FOR HALF-PINTS**

PRODUCT	PRICE PER CASE	PRICE PER UNIT
Half & Half Single-Serve Cups 180 - 3/8oz		
Flavored Creamers, Single-Serve Cups 288 - 7/16oz		
Grade A 1% Low Fat White Milk 1 Gallon		
Sour Cream - Low Fat 5 lb		
Cottage Cheese - Low Fat 5 lb		

# **BID PRICE FOR OTHER DAIRY PRODUCTS**

The Federal Market Order Price will affect your bid in what manner, if any?

Respectfully submitted,

- Attached is Bidder Certification Form.

 Company Name
 Authorized Signature / Date

 Address
 Title

 City, State, Zip
 Phone / Fax Number

 Email
 Email



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# **BIDDER CERTIFICATION FORM**

- 1. **Debarment and Suspension** In submitting this bid proposal, we hereby certify that we have not been suspended or in any way excluded from Federal procurement actions by any Federal Agency. We fully understand that if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bid contract.
- 2. Anti-Collusion In submitting this bid proposal, we hereby certify this proposal was developed and prepared without any collusion with any competing bidder or District employee. The content of this proposal has not been disclosed to any competing or potentially competing bidder prior to the proposal due date and time. Furthermore, no action to persuade any person, partnership or corporation to submit or withhold a bid has been made.
- 3. Anti-Lobbying In submitting this bid proposal, we hereby certify that to the best of our knowledge and belief, no appropriated Federal funds have been paid or will be paid by or on behalf of person associated with this proposal to any person for influencing or attempting to influence and officer or employee of any agency, a member of Congress, an office or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- 4. **National Sexual Offender Registry** In submitting this bid proposal, you certify to the District that your company will prohibit any persons in your employ who are registered or required to register under the Idaho Sex Offender Registration Act from participation in company business with the District if such participation would require them to be present on school property. You certify further that you have cross checked such employees against the National Sex Offender Registry found at the following web link: http://www.nsopr.gov/

Signed:	Date:
Name & Title:	Phone:
Company:	
Address:	
City/State:	