

**POCATELLO/CHUBBUCK
SCHOOL DISTRICT NO. 25
Bannock County, Idaho**

**Administration Offices
3115 Pole Line Road
Pocatello, Idaho**

INVITATION TO BID

SPECIFICATIONS

MILK SUPPLY 2020-2021

BIDS WITH CONDITIONS WILL NOT BE ACCEPTED

**Proposals Due:
April 14, 2020
4:00 PM**

**Bid Opening:
April 15, 2020
11:30 AM**

**POCATELLO/CHUBBUCK
SCHOOL DISTRICT NO. 25
Bannock County, Idaho**

INVITATION TO BID

**FOOD SERVICE
MILK SUPPLY 2020-2021**

Proposals for Food Service, Milk Supply Items for the 2020-2021 school year will be received by a representative of the Board of Trustees of School District No.25, Bannock County, Idaho, at 3115 Pole Line Road, Pocatello, Idaho 83201, until 11:30 AM on April 15, 2020.

Bids not delivered by vendors at the time of bid opening must be received in mail no later than 4:00 PM on April 14, 2020, the day before the bid opening.

Specifications or additional details, (including bid forms), may be secured at 3115 Pole Line Road, Pocatello, Idaho, 83201. 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

To be published on the dates of:

March 10, 2020
March 17, 2020

IDAHO STATE JOURNAL

**POCATELLO/CHUBBUCK
SCHOOL DISTRICT NO. 25
Bannock County, Idaho**

GENERAL CONDITIONS

CONDITIONS OF CONTRACT:

Notices, conditions and specifications issued incident to the proposal to purchase milk supply, 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, 2020 through June 30, 2021. 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 Provisions are awarded but the awarded bidder seeks to supply non-domestic product, the vendor must seek preauthorization from School District No. 25 Food Services for such items, including an explanation supporting the change of product. The District reserves the right to research all such requires and approve or refuse the application for alternative products, and to 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.

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 all samples for proper consideration. For best consideration, samples should be submitted by April 8, 2020.

DISTRICT REPRESENTATIVE:

Refer all questions to Tom Wilson, Food Service Coordinator/Purchaser at (208) 235-3256 or e-mail at: wilson@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. 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, 2020 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, 2020, 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

Approximate Daily Usage of Half Pints:

SCHOOL NAME	FAT FREE FLAVORED MILK		WHITE/ 1%	WHITE/ FF	DAILY SCHOOL AVERAGE
	CHOC	STRBRY			
Century High School	375	350	70	15	448
Highland High School	560	600	96	25	701
Pocatello High School	325	250	50	10	348
New Horizon Center	55	80	14	4	153
Alameda Middle School	350	225	225	12	525
Franklin Middle School	384	240	192	16	520
Hawthorne Middle School	288	320	108	9	421
Irving Middle School	365	384	148	12	535
Sub-total (Secondary)	2702	2449	903	103	3649
Chubbuck Elementary	288	300	36	6	336
Edahow Elementary	125	80	25	1	129
Ellis Elementary	690	600	105	28	778
Gate City Elementary	200	180	25	15	230
Greenacres Elementary	250	150	50	10	260
Indian Hills Elementary	300	300	125	35	460
Jefferson Elementary	383	240	66	12	390
Lewis&Clark Elementary	375	375	75	30	480
Lincoln Head Start	0	0	388	18	406
Syringa Elementary	300	350	50	25	400
Tendoy Elementary	195	160	50	25	253
Tyhee Elementary	325	300	80	6	399
Washington Elementary	140	140	40	2	182
Wilcox Elementary	756	576	112	40	818
Central Kitchen School Year	30	50	22	3	105
Subtotal (Elementary & CK)	4357	3801	1249	256	5624
Total---school year	7059	6250	2152	359	9273
Central Kitchen - Summer	2200		500	0	2700

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 25th of the month, shall be paid by the 15th of the following month. Application for payment dated after the 25th 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.

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, religious creed, disability, age, political beliefs, 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 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.

USDA Child Nutrition Programs recognize the following protected classes: race, color, national origin, sex, age, and disability.

This institution is an equal opportunity provider.

BID RESPONSE SHEET

2020-2021 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 MUST 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.

BID PRICE FOR HALF-PINTS

PRODUCT	PRICE PER HALF PINT PAPER CARTONS	PRICE PER HALF PINT 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 OTHER DAIRY PRODUCTS

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		

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

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: _____