

DARIEN PUBLIC SCHOOL DISTRICT NO. 61

7414 S. Cass Avenue

Darien, Il 60561



Darien Public Schools

District#61

Phone: (630) 968-7505

Fax: (630) 968-0872

Sealed bids will be accepted for:

DAIRY/MILK
BID

SUBMIT BIDS TO THE ATTENTION OF:

Frank Brendlinger, Business Office Manager

AT THE ABOVE ADDRESS NO LATER THAN

10:00 A.M. on Wednesday, April 26, 2023 Bids will be opened and read publicly at that time

YOUR BID MUST BE SUBMITTED IN A SEALED ENVELOPE CLEARLY MARKED WITH YOUR COMPANY NAME AND THE FOLLOWING INFORMATION

Please complete the following:

Company Name

Street Address

City, State, and Zip Code

Telephone Number (Include Area Code)

Darien Public School District #61
7414 S. Cass Avenue
Darien, IL 60561
Darien Public Schools
District#6 1

INSTRUCTIONS TO BIDDERS

Darien Public School District #61 will receive sealed bids for 1/2 pint of Homogenized Milk, which meets the requirements of the Illinois National School Lunch and Breakfast Programs and the Illinois Special Milk Program.

All quotations are due by 10:00 a.m. on April 26, 2023, at the District Business Office, 7414 S. Cass Avenue, Darien, IL 60561. All Bids will be publicly opened and read at that time.

Mail, deliver or transmit electronically the sealed Bid to the Board of Education, 7414 S. Cass Avenue, Darien, IL 60561. Envelopes must have "MILK BID" clearly marked on them.

The milk bid for the lunch and breakfast program should be based on an every other day delivery of approximately 1500 half pints of homogenized milk, which meets the requirements of the Illinois Special Milk Program, consisting of skim, 1% white, and fat free chocolate milk. Approximately 500 to be delivered to the Mark DeLay Elementary School, 6801 Wilmette Avenue, Darien, IL, 60561, 500 delivered to Lace Elementary School, 7414 S. Cass Avenue, Darien, IL, 60561, and 500 delivered to Eisenhower Jr High, 1410 75^h Street, Darien, IL, 60561.

Delivery of Milk - Milk must be delivered between 6:00 a.m. and 8:00 a.m. and the delivery person will have to place the milk in the cooler at all three schools. Delivery is to begin on or before the first day of school. A school calendar has been included.

The successful bidder shall provide separate bid pricing for milk and provide separate pricing for new 16 case milk coolers as required and milk prices providing new 16 case milk coolers as required. Provide a separate spec sheet on the brand, model number of the 16 case milk cooler. Include service repair contact company.

No surcharges will be included on all milk bids.

All products shall be delivered in prime condition by refrigerated trucks; all goods are to be rotated and placed in electric coolers (total capacity at least 500-700 1/2 pint cartons. If milk coolers are provided, they should be equipped so that it can be locked. The School District reserves the right to determine acceptability and wholesomeness of delivered items and to reject any product found to be

unacceptable. Vendor should be prepared to replace rejected items immediately so as not to disrupt program schedule, and at no cost to the District. Prior to extended school vacations, the vendor shall be required to collect all unused goods for credit.

This contract is effective for a three year period commencing July 1, 2023 through June 30, 2026. This contract can be terminated by either the District or vendor for cause with a 60 day notification.

Neither the vendor nor the District shall be responsible for any losses resulting if the fulfillment of the terms of the contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts, which could not have been prevented by the exercise of due diligence.

Renegotiation of the price charged to the District in subsequent years of the agreement must not exceed the Consumer Price Index for Urban, Consumer- Food Away From Home annualized rate for December of the current school year. Before price increase can be implemented, the vendor shall document through cost analysis the need for such increase. Individual per carton rates cannot exceed the Consumer Price Index.

Any explanation desired by a bidder regarding the meaning or interpretation of this specification must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award will not be binding. Any information given to a prospective bidder shall be furnished to all prospective bidders as an amendment to the solicitation. If such information is necessary to bidders in submitting or if the lack of such information would be prejudicial to uninformed bidders. Amendments sent to all prospective bidders will be sent by certified mail with a return receipt.

The milk and milk products stated herein shall comply in all respects with all ordinances of the City of Darien and the rules and regulations of the Illinois Department of Health which are in force now or may come into force during the lifetime of this contract. All Bids shall be made on Grade A pasteurized, homogenized; Vitamin A and D enriched milk.

All goods furnished under the bid shall be identified as having been officially inspected for wholesomeness and sanitation under a federal or state regulatory program. All goods shall comply in all respects to the standards and regulations established by federal and/or Illinois laws.

All goods shall be clearly stamped with the "pull date" and shall be delivered in such a manner as to permit nine full days lead time of usage prior to pull date. Packaging shall be a plastic-coated paper to provide master cases which shall show evidence of daily sanitizing. Goods shall be delivered in perfect condition at the required

temperature in refrigerated trucks which shall show evidence of daily cleaning.
District #61 reserves the right to inspect delivery vehicles at any time.

GENERAL CONDITIONS AND PROVISIONS

A. Compliance Witt Laws

1. Vendor shall fulfill this contract in compliance with all state and federal requirements applicable to this contract and relative to milk served in schools.
2. Accounting for all deliveries and invoices must comply with Illinois State requirements and be made available to the District upon request.

B. Rights and Obligations Regarding Service(s)

1. Orders are to be filled properly. No substitutions. Orders must be filled completely.
2. The District reserves the right to terminate this Contract if satisfactory service is not provided. Examples include, but are not limited to: repeated late delivery, improper dating on cartons, sour milk, leaky or unsanitary cartons, product substitution or subcontracting without District approval.
3. Shortage in, volume measurements is not acceptable, The delivery vehicles must be clean and the delivery containers/baskets must be clean and free from rust, dirt and foreign contaminants. The District is not required to accept damaged cartons, partially filled cartons or off flavored milk. Leaking cartons must be replaced.
4. Refunds or exchanges shall be made on all cartons of milk not delivered in a usable condition. This includes damaged cartons or spoiled milk. All cartons shall be Clean and without carton burn marks.
5. Deliveries are to be made as called for in these Bid Instructions, General Conditions and Provisions. Deliveries made outside the specified time period are improper or late and, if repeated, may be considered by the District a breach of the contract. The District has the right to purchase from other vendors if milk is not delivered in accordance with the agreed delivery schedule, or when there are shortages in any delivery or when delivered products are unsatisfactory. The vendor shall be liable to the District for any excess costs for such other supplies or deliveries from other vendors.

6. Milk shall be pasteurized and homogenized and shall meet Grade A requirements as established by the State of Illinois.
7. All milk shall be delivered at 45 degrees Fahrenheit or below, but not below freezing.
8. Delivery person(s) are required to clean the milk cooler areas of any spillage due to leaky cartons prior to adding new milk. If there is a failure to do so, the District reserves the right to complete the cleanup and the vendor may be required to reimburse the District for the reasonable costs associated with the clean-up.
9. The delivery person(s) shall place new stock in the back of the cooler and rotate older milk stock to the front of the cooler shelves/area.
10. All products shall be packaged in containers clearly labeled in accordance with current labeling laws, listing all ingredients and nutritional information as required.
11. An emergency delivery shall be made, at District request, if the quantity of unusable milk is so great that it will cause a shortage for the day.

C. Bid Process

1. A bidder may not withdraw a bid for any reason after the designated bid opening time, without school board approval. All bids shall remain valid for 45 days after the bid opening.
2. The District reserves the right to waive any defects in the bids of bidding in the best interest of the School District.
3. Upon District request, bidders must provide references of other accounts with approximately the same annual volume or greater. Evaluation of bids shall be based on service, price, financial strength and the proven track record of each company.

D. Liability

1. The vendor will be responsible for all damage caused by their personnel and equipment
2. Vendor shall present proof of liability insurance upon award of the bid. The District shall be shown as an additional insured with a minimum \$1,000,000.000 for product liability, \$1,000,000.00 for bodily injury each occurrence, and \$2000,000.00 property damage.

E. Workplace Conduct and Expectations

1. The vendor shall not employ any employees provide delivery services under this contract who are convicted felons, have been convicted or pled guilty to any crime involving the abuse of a child, improper exploitation or who have any history of child abuse or molestation of any kind. Any failure in this regard shall be grounds for the immediate termination of the contract by the District.
2. There shall be no smoking by any vendor employee during any time that the vendors employees are on school premises.
3. No profane or vulgar language shall be used by vendor employees during any delivery activities on school premises.
4. Appropriate and modest attire shall be worn at all times during any delivery activities on school premises.
5. No vendor vehicle shall be backed up on school premises on any school property where schoolchildren could be present without the assistance of an adult flag person.
6. All vendor employees shall respect and abide by District security requirements and measures.

E. Miscellaneous

1. This contract cannot be assigned or subcontracted in whole or in part without the written prior approval of the District.

2. Bid must be signed by an authorized representative of the vendor.

All bids must be signed and will be expressly conditioned upon compliance with and agreement to all of the provisions set forth in the "INSTRUCTION TO BIDDERS" and these "GENERAL CONDITIONS AND PROVISIONS" and must include the following completed forms:

1. The Contract for Milk Bid Summary (one page)
2. The Non-Collusion Affidavit (one page)
3. The Certification under 720 LCS 5/33E-11
4. The Certificate Required by Section 20.21 of the School Code

All of these documents, in combination, shall be considered the "Contract" to be entered into by and between the successful bidder and the School District, following the award of the bid.

Contract for Milk Service

Bid Summary

The document contains a solicitation for the furnishing of milk for a nonprofit food service program and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the bidder and the District.

The bidder shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the solicitation/contract.

NAME OF BIDDER: _____

BY: _____

ADDRESS: _____

PHONE: _____

_____ White Milk (1% low fat) per CWT

_____ Chocolate Milk (Fat Free) per CWT

_____ Skim (skim) per CWT

The Board of Education reserves the right to accept or reject any or all bids or part thereof. Recommendation will be made at the School Board Meeting.

By submission of this bid, the bidder certifies that in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable current program regulations. This agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one year periods.

Date Signature of Bidder Title

ACCEPTANCE OF CONTRACT

Date Signature of District Representative Title

NON COLLUSION AFFIDAVIT

The undersigned hereby certifies that the Bidder has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor anyone to refrain from bidding, and that his bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He further states that no person or persons, firm, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of each sale.

Name of Bidder (Please Print)

Signature

Title

Date

CERTIFICATION UNDER 720 ILCS 5/33E-11

(Bid Rigging and Bid Rotating)

I, _____(name) certify that I am employed as the _____(title) of _____(company), a bidder for the contract for the work described in the bid to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the company named above is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

Firm/Company Name

Name/ Title

Signature

SUBSCRIBED AND SWORN to before me this _____day of _____, 2023

Notary Public

CERTIFICATE REQUIRED BY SECTION 10-20.21 OF THE SCHOOL CODE

The undersigned hereby certifies that the bidder is not barred from bidding for or entering into a contract under Section 10-20.21 of the School Code. The bidder acknowledges that the School Board may declare the contract void if this certification is false.

Name of Bidder (Please Print)

Signature

Title

Date