



Invitation to Bid
ITB No. 22-23/02

**SPRINGFIELD PUBLIC SCHOOLS,
SCHOOL DISTRICT #19,
LANE COUNTY, OREGON**

PURCHASING SERVICES

640 A Street
SPRINGFIELD, OR 97477
(541) 726-3348, Fax (541) 726-3314

Purchasing Manager: Melissa Stalder
Email: melissa.stalder@springfield.k12.or.us
Phone: 541-726-3348

Nutrition Services Dairy Products

BIDS DUE: NOT LATER THAN 2:00 PM, May 30th, 2023
LATE BIDS WILL NOT BE ACCEPTED

INVITATION TO BID
NUTRITION SERVICES DAIRY PRODUCTS

Notice is hereby given that Springfield Public Schools will receive Sealed Bids and E-mailed Bids for furnishing Dairy Products for the School Nutrition Services Programs for the 2023-24 school year with the option to renew in subsequent years. The total contract shall in no case exceed three years.

Bids will be accepted at:

Springfield Public Schools
Purchasing Department
640 A Street
Springfield, Oregon, 97477

And until, and no later than:

BID OPENING:
2:00 P.M.
Thursday
May 30th, 2023

Bids must be clearly marked "NUTRITION SERVICES DAIRY PRODUCTS BID", and are to be delivered to the Purchasing Department, (address above). E-Mailed Bids will be accepted. E-mail Bids to melissa.stalder@springfield.k12.or.us clearly stating "NUTRITION SERVICES DAIRY PRODUCTS BID" in the subject line. Bids will be opened publicly in the District Conference Room at the time, date, and location specified above.

Copies of the bid specifications may be obtained from the Purchasing Department of the Springfield Public Schools, (address above). Electronic copies may be obtained from the District Website and OregonBuys on the web at <https://oregonbuys.gov/bsa/view/login/login.xhtml>

All bidders are required to comply with the provisions of Oregon Revised Statutes. Attention is directed to: ORS 244. Government Ethics; ORS 279A & 279B Public Contracting; and OAR Chapter 137, Division 46 and 47 as documented in the most current version of the State of Oregon Department of Justice Attorney General's Public Contracts Manual. Bidders must clearly indicate resident status as required in ORS 279A.120.

Springfield Public Schools reserves the right to (1) reject any or all Proposals not in compliance with all public proposal procedures and requirements, (2) postpone award of the Contract for a period not to exceed sixty (60) days from the date of proposal opening, (3) waive informalities in the Proposals, and (4) select the Proposal which appears to be in the best interest of the District.

Melissa Stalder
Purchasing Manager
Springfield Public Schools

Publish: May 10, 2023, Daily Journal of Commerce, Springfield School District Website

GENERAL CONDITIONS:

Eligibility to Bid: Any established distributor in the Eugene-Springfield area who can guarantee that the requirements of the District can be satisfied in regard to quantity and quality of products offered and quality of services provided. The plant must be listed on the most recent interstate milk shippers list, published by the USDA. The plant must have a rating of 90 or better based on standards set by the State of Oregon milk sanitation authorities.

Products must be delivered to schools in well-constructed baskets measuring approximately 12" X 12" X 12" and holding not more than 66 half-pint containers. These baskets shall be clean and free rust and other contaminants. Milk shall be between 34 and 41 degrees Fahrenheit at time of delivery. Any milk delivered outside this temperature range shall be rejected.

THE BOARD OF DIRECTORS OF SCHOOL DISTRICT #19 RESERVES THE RIGHT TO REQUIRE A PERFORMANCE BOND FROM THE SUCCESSFUL BIDDER PRIOR TO SIGNING OF A CONTRACT.

Dairy goods shall be delivered at least 7 days prior to the expiration date on the containers. Delivery is required at each of the Springfield 21 school sites between the hours of 7:00 and 10:00 AM. Deliveries for the 2023-24 school year should begin on Tuesday, September 5, 2023 and ending at the close of the school year, Friday, June 14, 2023. Delivery locations of schools involved are provided in this document. Unless otherwise stated in writing, the contract will provide for daily delivery of products provided under this agreement to each location identified. The District, at its sole discretion, may make exceptions to the delivery schedule including adding or reducing the number of locations, delivery point(s), or delivery time(s) covered under this agreement. Exceptions must be requested in writing and approved by the District Nutrition Services Supervisor.

Milk case dollies shall be supplied by the successful bidder as specified on the following page. Dairy products shall be awarded all or nothing on both Parts I and II.

Orders may be adjusted or canceled due to changes in school schedule or other emergencies. In case of inclement weather forcing the cancellation of a school day, the supplier will be informed by radio or other electronic means before 7:00 AM on that day.

It shall be understood that milk left over on the last school day prior to break periods shall be collected and credits issued for the entire amount. Filthy, damaged, leaking, partially filled containers, and spoiled or frozen product must be replaced or credited.

For additional information or clarification on these requirements, contact Melissa Stalder, Purchasing Manager at 541-726-3348 or by e-mail at melissa.stalder@springfield.k12.or.us.

GENERAL INSTRUCTIONS TO BIDDERS:

1. Please bid on attached sheets, in the spaces provided, the lowest price at which you furnish the items specified. Unless bidder states otherwise, it is understood that quotations are submitted on exact specifications as described in the bid. All prices must be quoted NET. Bid response forms shall be signed with ink.
2. If you are unable to furnish the items in accordance with our description and wish to offer a substitute then such substitute or approved bids will be considered when accompanied with samples and/or complete details. Samples must be delivered to the designated location prior to the stated bid opening time. All samples submitted which are not consumed in testing must be picked up within ten (10) days after notification by the Nutrition Service Department or they become the property of the District.
3. Sealed bids and E-mailed bids will be received by Springfield Public Schools for Dairy Products until 2:00 PM, Tuesday, May 30, 2023. Under no circumstances will a bid be considered if filed after the hour specified. Said bids will be publicly opened at the District Administration Building, 640 A STREET, Springfield, Oregon.
4. Bids shall be submitted in a sealed envelope. The name and address of the bidder and title of the bid, identical in wording to that appearing upon the cover of these specifications, must be plainly marked on the outside of the envelope. Bids shall be submitted via e-mail to the following E-mail, melissa.stalder@springfield.k12.or.us until 2:00 PM, Tuesday, May 30, 2023. In the subject line, must state "NUTRITION SERVICES DAIRY PRODUCTS BID".
5. The District reserves the right to announce its intent to award prior to formal Contract award by posting the tabulation sheet of Bid results, or by letter or fax ("Intent-to-Award Announcement"). The Intent-to-Award Announcement shall serve as notice to all Bidders that The District intends to make an award.
6. Adversely affected or aggrieved Bidders shall have five (5) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. Protests submitted after that date will not be considered. Protests must specify the grounds upon which the protest is based.

In order to be an adversely affected or aggrieved Bidder, the Bidder must claim to be eligible for award of the Contract as the lowest responsible and responsive Bidder and that any and all lower Bidders are ineligible to receive Contract award.

An actual Bidder who is adversely affected or aggrieved by the award of the Contract to another Bidder may protest award, in writing, within five (5) calendar days following the issuance of the Intent-to-Award Announcement. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the deadline.

7. The District will respond in writing to intent-to-award protests submitted by adversely affected or aggrieved Bidders. The District may also respond to intent-to-award protests submitted by other Bidders for purposes of clarification. However, any response provided

by The District is not intended to, and shall not in and of itself constitute, confirmation that the Bidder is, in fact, adversely affected or aggrieved, and therefore entitled to protest an intent to award, or that the protest was timely filed.

8. After expiration of the five (5) calendar-day intent-to-award protest period, and resolution of all protests, The District will proceed with final award. (If the District receives only one Bid, The District may dispense with the intent-to-award protest period and proceed with award of a Contract.). Announcement of bid award will be made to the successful bidder as soon as possible after Board approval and a purchase order subsequently issued. All Bids must be F.O.B. delivery site location(s) as indicated on page 6 of this document.
9. Award of a bid shall constitute a public contract of which the conditions and specifications are those prescribed for each item category bid. The public contract, as such, is subject to ORS, Chapter 279A & 279B.
10. The Board of Directors of Springfield School District expressly reserves the following rights:
 - a) To reject all bids.
 - b) To reject any bid not in compliance with prescribed public bidding procedures and requirements.
 - c) To reject any bid not meeting the specifications as set forth.
 - d) To waive any or all irregularities in bids submitted.
 - e) To consider the competency and responsibility of bidders in making any award.
 - f) In the event two or more bids shall be of the same amount, to award the contract by lot or otherwise as deemed appropriate.
11. All goods or materials are subject to the approval of the District. Any rejection of goods or materials, whether held by the District or returned, will be at the vendor's risk and expense. In the event of a breach by the vendor of any of the provision of the contract, including delivery, the District reserves the right to cancel and terminate the contract upon giving 15 days written notice. Upon termination, Springfield School District may, at its sole option, elect to award the contract to the next apparent low bidder to allow for uninterrupted service during the remainder of the school year. Upon mutual agreement of the newly awarded vendor and the District, the vendor will qualify for renewal options periods as if originally awarded the agreement.
12. CONTRACT EXTENSION: At the option of the District, and with the vendor's concurrence, the contract may be extended for additional periods upon 30 days written notice. The total term of the contract, including extensions, **may not exceed three years**. Contract extension will be based on competitive pricing and vendor performance during the previous contract period(s).
13. RIGHT TO ADD PRODUCT AND SERVICES: The District reserves the right to add new products to the contract "Authorized Products List" based on programmatic needs during the course of this agreement. Pricing will be provided at the same percentage markup as the base contract items and the contractor shall provide documentation to substantiate pricing of new contract items. The "Authorized Products List" shall not be altered without written consent of the Nutrition Services Supervisor.

Notice of any change in product offerings (new milk flavors, change in packaging, additional products, etc.) must be submitted in writing to Heather Murray, Nutrition Services Supervisor, 640 A Street, Springfield, Oregon, 97477. The request must be submitted by the 15th day of the month proceeding the month in which the change will occur. All changes must be approved by the District Nutrition Services Supervisor prior to delivery of any new merchandise added to the agreement.

The District also reserves the right to add or change delivery locations over the course of this agreement. This will be negotiated on a case-by-case basis during the contract period. **Initial contract pricing shall reflect delivery to only the locations indicated in the bid document.**

14. Pursuant to the intent of Oregon Statute, any publicly funded city, county, district, agency or similar entity shall have the authority to purchase goods directly from the contractor under the terms and conditions of this contract, provided that said agency has met the requirements of ORS 279A.205 & 279A.215. Public agencies may elect to purchase from the contractor without further bidding under the terms and conditions of this contract.

Springfield Public Schools cannot commit to purchase on behalf of any other agency or party. Any contracting, ordering, billing, or problem resolution shall take place directly between the contractor and such other agency. The contractor shall provide a listing of agencies utilizing this provision upon request of Springfield Public Schools.

15. **ESCALATION/DE-ESCALATION CLAUSE FOR HALF-PINT MILK:** The bid is based upon the raw milk cost as of April, 2023 as published by the Federal Order of the Milk Market Administrator or as amended by the Milk Stabilization Division of the Oregon State Department of Agriculture. **A copy of the Federal/State Milk Order must be included with the bid submission.**

Any change in the Federal or State order of the price of Class I, raw milk (up or down) which amounts to the equivalent of .001 or more per half-pint shall increase or decrease the bid price by the same amount on the first day of the following month. The original bid price and subsequent price changes will remain fixed for at least 30 days.

Notice of any price change must be submitted in writing to Heather Murray, Nutrition Services Supervisor, 640 A Street, Springfield, Oregon, 97477. The request must be submitted by the 15th day of the month proceeding the month in which the change will occur. A copy of the Federal and State orders upon which the change is based must be included for each request. A written calculation must also be provided showing how the new price was determined.

DAIRY DELIVERY DROP POINTS:

<u>Springfield Public Schools</u> <u>School Name(s)</u>	<u>Address</u>	<u>Dollies</u> <u>Needed</u>	<u>Brkfst &</u> <u>Lunch</u>
Centennial Elementary	1315 Aspen Way	Y	B, L
Douglas Gardens Elementary	3680 Jasper Road	Y	B, L
Elizabeth Page Elementary	1300 Hayden Bridge Road	Y	B, L
Guy Lee Elementary	755 West Harlow Road	Y	B, L
Maple Elementary	2109 J Street	Y	B, L
Mt. Vernon Elementary	935 Filbert Lane	Y	B, L
Ridgeview Elementary	526 North 66th Street	Y	B, L
Thurston Elementary	7345 Thurston Road	Y	B, L
Two Rivers-Dos Rios Elem	1084 G Street	Y	B, L
Yolanda Elementary	2350 Yolanda Avenue	Y	B, L
Riverbend Elementary	320 51st Street	Y	B, L
Walterville Elementary	40589 McKenzie Hwy	Y	B, L
Briggs Middle School	2355 Yolanda Avenue	Y	B, L
Hamlin Middle School	326 Centennial Blvd.	Y	B, L
Thurston Middle School	6300 Thurston Road	Y	B, L
Agnes Stewart Middle School	900 S. 32nd Street	Y	B, L
Springfield High School	875 North 7th Street	Y	B, L
Thurston High School	333 North 58th Street	Y	B, L
Brattain Campus	425 10th Street	Y	B, L
District Warehouse	1898 N 42nd Street	Y	N

LEGEND

B = Breakfast program Y = Yes
L = Lunch Program N = No

RETURN THIS PAGE AND SUBSEQUENT PAGES
AUTHORIZATION

The person whose signature appears below warrants that they are duly authorized to bind the bidding firm to this contract.

Firm Name: _____

Address: _____ City/State: _____

Phone/FAX: _____

Name of Bidder: _____
(Print or type)

Title of Bidder: _____
(Print or type)

Authorized by: _____
(Signature)

Date: _____ Federal Employer Identification#: _____

VENDOR INFORMATION

Resident Bidder Status as defined in ORS 279A.120? The above signed bidder hereby states their bidder status as follows:

1. Is bidder an Oregon resident as defined in ORS 279A.120? YES _____ NO _____

If yes, Oregon Taxpayer Identification # _____

If non-resident bidder, indicate percent of preference given (if any) to bidders in the state or area in which you reside. _____% State of residence _____

2. Years in business: _____ 3. Location of distribution facility: _____

4. REFERENCES: List three public agencies that you have done business with during the last year.

Agency Name	Address	Phone	Contact

5. A schedule indicating delivery days to each delivery site **must be submitted with the bid.**

6. Additional information, references, or comments you may wish us to know about your company or proposal. Attach additional pages if necessary.

PART I
Vendor Response Form

Products for use in the District’s 21 schools during the 2023-24 school year in the regular School Nutrition Services Programs. The stated “Approximate Volume Consumed” includes 2021-22 numbers for Springfield School District.

- A. FLUID MILK in half-pint cartons must meet all State and local grade A requirements and meet or exceed the minimum butter fat content regulations of the State of Oregon for its category.

2021-22 approximate volume consumed: 1,327,750 half-pint cartons

***See escalation clause that applies to half-pints of milk.** Please indicate the size of milk cases and the number of half-pint containers per case.

Case Dimensions: _____ # of Cartons per Case: _____

BASE CONTRACT PRICE

- 1. Grade A homogenized, pasteurized, LOW FAT milk fortified with vitamins A & D. Shall not exceed 1.00% butter fat per half-pint. Indicate price per half-pint carton. _____ Per Ctn
- 2. Grade A homogenized, pasteurized, CHOCOLATE flavored NON-FAT milk fortified with vitamins A & D. Shall not exceed 0.50% butter fat per half-pint. Indicate price per half-pint carton. _____ Per Ctn
- 3. Grade A homogenized, pasteurized, LOW FAT milk fortified with vitamins A & D. Shall not exceed 1.00% butter fat per gallon. Indicate price per gallon carton. _____ Per Gal
- 4. Soy Milk – Milk Substitute, must be fortified in accordance with guidelines set forth for the Food and Drug Administration. (ex: Calcium at least 276mg, Protein at least 8g) _____ Per Cup

PART II
Vendor Response Form

Prices for items listed below will remain firm or fixed during the entire 2023-24 school year.

2023-24 FIRM PRICE

1. LIGHT SOUR CREAM - LITE _____ Per Ctn.
Not to exceed 2.5 gms of butter fat per 30 gm serving
Indicate price per 5 LB carton.

2. COTTAGE CHEESE _____ Per Ctn.
Low fat (2%), small curd cream style cheese made
from pasteurized milk. Indicate price per 5Lb carton.

3. YOGURT _____ Per 4oz
Made with grade A homogenized, pasteurized milk
In assorted flavors, fortified with vitamins A & D
Shall not exceed 1.00% butterfat. Not to exceed
200 calories per 4oz serving. Include pricing for
each container size indicated. _____ Per 6oz
_____ Per Qt
*please include a list of all flavors available and
additional sizes/pricing if other than listed here. _____ Per 5 Gal
_____ Per 32#

4. SNACK CHEESE _____ Per Case
String or cubed, Mozzarella or Cheddar, low moisture
part skim. (160/1oz)