

## MCS D RFP 201819-02 – Dairy Products Bid

### INVITATION TO BID

Your firm is invited to submit a bid for providing Dairy Products, for the 2018-2019 School year, for the Minidoka County School District.

This document is available to view and download at [www.minidokacountyschools.org](http://www.minidokacountyschools.org) or by contacting Russ Taylor, Food Services Supervisor at (208) 436-3625.

Bids are due by **9:15 am, August 17, 2018** to the Minidoka County School District by mail or hand delivery to Minidoka County School District, 310 10<sup>th</sup> St. Rupert, Idaho 83350. NO faxed form documents will be accepted.

Bidders must state the current prices as of July 31, 2018, which includes additional shipping or surcharges to the participating school districts. All prices quoted must be the delivered price. Prices quoted should not include excise or other taxes.

No bid may be withdrawn after the time bids are due. Minidoka County School District may, at its option, require a Performance Bond of the successful bidder if such is deemed to be in the best interest of the District.

The bids will be reviewed and a recommendation for award will be made to the Minidoka County School Board at their regular board meeting on Monday, August 20, 2018.

### RESERVATIONS

The Minidoka County School District herein expressly reserves the rights to:

1. Reject all bids;
2. Waive any and/or all irregularities in the bids submitted.
3. Base award with due regard to quality, deliverability, and customer service.
4. Reject any bid not in compliance with prescribed public bidding procedures and requirements.

### INSTRUCTIONS

#### 1. ADDRESSES

All bids must be sealed in an opaque envelope clearly marked on the outside “MCS D RFP 201819-02 – Dairy Products Bid” and addressed to:

Minidoka School District  
Attn: Dairy Products Bid  
310 10<sup>th</sup> St.  
Rupert, ID 83350

#### 2. SIGNATURES

The bid quotations and signatures must be submitted on the pages provided in these specifications and shall be signed with ink.

#### 3. ERRORS AND CLARIFICATION

Any vendor who finds errors or who needs clarification of this bid document may call Russ Taylor at Minidoka School District Food Service at 208-436-3625.

#### 4. TIME

Bids will not be considered if filed after the time specified in the advertisement and announcement calling for bids.

5. **ESTIMATED VOLUME OF PRODUCTS TO BE PURCHASED**

The estimated numbers of units of each item as presented on the Bid Proposal are based on the historical data from each School in this district. The number represents “best estimates” only, and does not constitute or imply any commitment by the Minidoka School District as to the maximum volume of units to be purchased under this bid. Should the quantities of any of the items be increased, the bidder shall furnish the additional items at the unit prices quoted, and should the quantities be decreased, payment will be made on the actual quantities accepted or received at the unit price. The bidder will make no claim for anticipated profits or additional compensation of any increase or decrease in quantities. These estimated figures are to be used only for determining the approximate total of this bid. Estimates may be affected by prices bid and USDA allocations.

6. **SPECIFICATIONS**

- The following list is for skim & one percent (1%) white milk and skim chocolate milk in ½ pints, unless otherwise noted. Approximate daily use at each school is as follows:

<u>School</u>	<u>Skim Chocolate</u>	<u>Skim</u>	<u>1% White</u>
Acequia	300	75	100
Rupert	600	100	125
Heyburn	400	75	150
Paul	650	75	100
Mt Harrison	300	50	150
East Minico	350	75	100
West Minico	350	75	100
Minico High School	500	100	100

- No 2% will be a substitute
- Occasional: Cottage cheese, sour cream 5# containers, 1% or skim gallon milk

7. **STANDARD OF QUALITY**

The vendor will 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 that are non-reimbursable and cannot be claimed for federal reimbursement or sold as a-la cart. As an option, the vendor may replace the defective milk with milk that meets State standards before meal service begins so revenues are not lost to the Child Nutrition Program.

8. **PRICE**

The price for each item shall include delivery to the listed Minidoka County School District delivery site(s). Purchases are not subject to State or Federal taxes.

9. **FEDERAL, STATE AND LOCAL REGULATIONS**

All items delivered to the Minidoka County School District shall conform to applicable requirements of federal, state, or local statues and/or regulations.

10. **INSURANCE REQUIREMENT**

The contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Idaho Workers’ Compensation Law which requires them to provide workers’ compensation coverage for all their subject workers. Vendor must also carry at least \$500,000 general liability insurance.

11. **IDAHO PRODUCTS – Locally Sourced Products**

**Goods manufactured or produced in Idaho shall be preferred** if price, availability and quality are otherwise equal. If item bid is produced or manufactured in Idaho, indicate “**Produced in Idaho**” by inserting next to the item. If item bid is partially produced or manufactured, indicate, “**Partially Produced in Idaho**” by inserting next to item.

12. **LENGTH OF CONTRACT**

This contract shall be in effect from August 25, 2018 to June 30, 2019.

## **AWARD OF CONTRACT**

1. Bids will be copied to a master file and will be publicly viewed and awarded on the date designated in the advertisement. The awarded bids will be available on the Minidoka County School District Website [www.minidokaschools.org](http://www.minidokaschools.org), under District Information, Bids and Legal, and also will be filed with the Minidoka County School District office located at 310 10<sup>th</sup> St. Rupert, Idaho.
2. An award of contract to any bidder shall not constitute a rejection of any other bid.
3. In the event two or more bids shall be for the same value, the Minidoka County School District may award the contract as it deems appropriate. Minidoka County School District prefers environmentally friendly products.
4. Awards may be determined per each line item.
5. Notification of successful bidders will be emailed to all bidders no later than one week following the bid award.

## **BID PROTEST PROCEDURES**

1. If any vendor who submitted an offer has an objection to the award of the contract to the apparent vendor who submitted a responsive offer and is a responsible vendor with the lowest costs in the case of a bid or scored the greater number of point on a proposal, the objecting vendor shall notify Minidoka County School District within two (2) business days of the intent to dispute the awarded contract and furnish that protest, in writing, to the school within five (5) business days of the date of vendor notification of an awarded contract.
2. The protest shall describe in detail the basis for the protest, and shall request a determination under this section. If a protest is filed in a timely fashion, the Minidoka County School District will review the basis for the protest and relevant facts under such terms and conditions, as the school considers proper. Upon completion of the review, the Minidoka County School District shall submit its findings and recommendations to the School Board members who shall then review the matter under such terms and conditions, as deemed proper. Upon receipt of authority to act from the School Board, the Minidoka County School District will notify that vendor involved of its decision. The decision shall be final and binding on the objecting vendor

## **PERFORMANCE OF AWARD**

### **1. ORDERING & DELIVERY**

- a. Delivery times will be determined and may vary depending on the lunch schedule.
- b. Any and all substitutions *must be pre-approved by Russ Taylor, prior to delivery*, and must include approved CN label or signed manufacturer formulation statement.
- c. All products covered by this contract shall be processed and delivered under sanitary conditions. All processing and packing plants must be currently approved and licensed by the appropriate state or federal authorities.
- d. Each delivery is to be accompanied by a legible delivery receipt. This receipt is to be signed at the time of delivery by the authorized Food Service personnel, who will retain the appropriate copies.

### **2. VENDOR INFORMATION**

Upon award of the bid, it is the responsibility of the vendor to provide Minidoka County School District with the following information:

- a. Contact person, phone, email and FAX numbers for placing orders and contact person for problems incurred with delivery of product, product quality, pricing, credits & billing.
- b. Order day, delivery day, and delivery restrictions if any.
- c. Order guides and forms
- d. Invoicing and billing procedures

### **3. INVOICING**

Monthly statements of Invoices are to be sent to Minidoka County School District, 310 10<sup>th</sup> Street, Rupert, Idaho 83350, for items ordered and delivered.

#### 4. MINIDOKA COUNTY SCHOOL DISTRICT INFORMATION

Upon award of bid Minidoka County School District will provide successful bidders with the following information:

- a. Contact person and phone number
- b. Estimated order
- c. Current school calendar
- d. Delivery site addresses, phone number, contact person at the site
- e. Billing address

#### 5. SHORTAGES

Prior to delivery, the vendor shall be responsible for indicating shortages at the time of order. The vendor shall be responsible for seeking confirmation from the district by phone for any non-continuous substitutions (non-continuing is defined as a substitution on a one-time delivery) made on an order, prior to shipment. If vendor is unable to deliver all items shorted within time needed by district, vendor is to provide alternate product. All alternate products offered shall be at equal or better quality and at the bid price or less.

#### 6. SUBSTITUTIONS

Suppliers are expected to contact Russ Taylor prior to substituting items. Substitutions are to be of equal or greater quality. The Minidoka County School District reserves the right to reject any and all merchandise furnished which does not meet the product description in every aspect. In the event of failure on the part of the supplier to promptly replace rejected merchandise, or to furnish products meeting product descriptions in every respect, or in case of default by the vendor, the Minidoka County School District reserves the right to cancel existing agreements and purchase orders upon 14 days written notice, and to remove the name of the non-complying supplier from future bid lists.

#### 7. WARRANTY

All bids submitted are understood as containing a warranty that merchandise furnished will be of good and merchantable quality. Delivery will be timely. The Minidoka County School District reserves the right to reject any and all merchandise furnished which does not meet the product descriptions in every aspect. The District will not be fiscally responsible for rejected product. Any refunds made to Minidoka County School District will be deposited in the District's Child Nutrition account.

#### OTHER

##### 1. CANCELLATION

Contracts resulting from this bid may be canceled under the following conditions:

- a. By mutual agreement of both parties. Termination under this provision requires 30 days written notice.
- b. By Minidoka County School District for breach by the vendor of vendor's obligations as set forth in this bid. The Minidoka County School District shall give the vendor written notice of intent to terminate under this provision. A vendor shall have five (5) calendar days from the receipt of such notice to respond. Failure to respond may result in cancellation.
- c. By the vendor, for failure of payment by Minidoka County School District, without due cause.

##### 2. RESPONSIBILITY

The **Minidoka County School District shall** be responsible for all contracts awarded under this RFP and shall make every effort to include minority & small business vendors.

The **Successful Bidder shall:**

- a. Retain all records with regard to fulfillment of this RFP-and provided product for three years.
- b. Recognize mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan.
- c. Abide with Idaho Sex Offender Registration Act.
- d. Be in compliance with the Clean Air Act (if the contract is over \$100,000).

## **FEDERAL COMPLIANCE**

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](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](mailto:program.intake@usda.gov).

### **APPLICATION CHECK LIST**

1. \_\_\_\_\_ **Bid Cover Page w/Certifications**
2. \_\_\_\_\_ **Bid Response including CN information (see SAMPLE)**
3. \_\_\_\_\_ **Certificate Regarding Debarment**
4. \_\_\_\_\_ **Related Party Form**
5. \_\_\_\_\_ **Idaho Sex Offender**

MINIDOKA COUNTY SCHOOL DISTRICT #331  
310 10<sup>th</sup> Street  
Rupert, Idaho 83350

## MCS D RFP 201718-02 – Dairy Products Bid

**Please return this sheet as the COVER PAGE of your bid.**

**Bids will be received for consideration by the Minidoka County School District by:**

Mail or Hand deliver to: Minidoka County School District, 310 10<sup>th</sup> St., Rupert, Idaho 83350

*Either form must be sent in a sealed envelope marked on the face of the envelope with "MCS D Dairy Products Bid"*

**Bid due Date: July 12, 2017 @ 9:15 am**

**Bids received after due date/time will not be considered.**

**Date/Location of Bid Opening: July 12, 2017, 9:15 a.m.**

**Minidoka County School District  
310 10<sup>th</sup> St.  
Rupert, Idaho 83350**

**Official Bid Awarding: Monday, July 17, 2017**

**Minidoka County School District  
310 10<sup>th</sup> St.  
Rupert, Idaho 83350**

**This bid has been submitted by:**

**Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Prepared by/Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**I hereby certify that, with regard to this RFP, that neither this firm nor any representative thereof has lobbied any entity, including the Minidoka County School District, nor have they colluded with any other entity.**

**Signature** \_\_\_\_\_

**"This institution is an equal opportunity provider."**

## MCSO RFP 201718-02 – Dairy Products Bid

<u>Item #</u>	<u>Description</u>	<u>Base</u>	<u>Bid Amount</u>
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Comments/Notes on Pricing Adjustments or Nutritional Information:

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Pricing includes all packaging, handling and delivery charges if delivered during school lunch time frames.

This product meets NSLP guidelines and is currently only available for school lunch.

Prices are tax exempt with a copy of the school's tax exempt form.