



DESOTO COUNTY SCHOOLS

5 East South Street • Hernando, Mississippi 38632
662-429-5271 • fax 662-429-4198 • Website: www.desotocountyschools.org

"EXCELLENCE IS A COMMITMENT"

BID NOTICE

TO: PROSPECTIVE BIDDER

FROM: GRANT ROBERTS
DESOTO COUNTY SCHOOLS
5 EAST SOUTH STREET
HERNANDO, MS 38632
662-449-7291

ISSUE DATE: NOVEMBER 16, 2023

REQUEST FOR BIDS

BID OPENING

DATE: DECEMBER 14, 2023
TIME: 8:30 a.m., CST
LOCATION: DESOTO COUNTY SCHOOL DISTRICT
5 EAST SOUTH STREET
HERNANDO, MS 38632

BID ITEMS

BID NUMBER: #213-BEEF-DCS24
ITEM DESCRIPTION: Beef and Breakfast Sausage – CHILD NUTRITION

PROCUREMENT SCHEDULE:

Public Notice to Newspaper	November 14, 2023
Newspaper Run Dates	November 16 th 2023 and November 30 th 2023
Release of Bid	November 16 th , 2023
Question Deadline	December 7 th , 2023 9:00 am CST
Bid Deadline/Open	December 14 th , 2023 at 8:30am CST
Approval by Board (tentative)	January 4 th , 2023

SPECIAL CONDITIONS

The bid shall be offered, and the contract shall be entered into in accordance with the general conditions. However, should a conflict exist between the general conditions and the special conditions, the special condition shall take precedence. Further, it is to be understood that the District reserves the right to waive any general or special condition if it is in the best interest of the District, so long as the waiver is not given so as to deliberately favor any single vendor and the waiver would have the same effect on all bidders.

SCOPE

The purpose of this bid is to establish a Contract with a local supplier for the purchase and delivery to individual school locations for beef and sausage. The Contract will be made available in the State of Mississippi to any other public agencies that chooses to employ. Although this section reflects the needs and requirements of the DeSoto County School District, other School Districts within the State of Mississippi may have different requirements. The awarded Contractor will have the ability to offer within the State of Mississippi.

TERM AND EXTENSION

The term of the contract for these commodities shall be for a period of 12 months with an option of two (2), twelve (12) month renewals. The effective date is January 8, 2024 thru December 31, 2024. The effective date of the renewal/extension, if granted will be January 1, 2025 to December 31, 2025 and January 1, 2026 to December 31, 2026. Automatic contract renewals or extensions are not allowed. Contracts must be extended or renewed with the proper documents signed or approved by the District. The District reserves the right to extend the contract term, when necessary to continue a source or sources of supply whenever new or replacement contracts are not completed prior to the expiration date. These renewals/extensions are dependent upon the agreement of the Contractors and shall not exceed (3) months.

PRODUCT SPECIFICATIONS

The District may award contracts for each product described below to different vendors. The District reserves the right to award contract(s) for any, some, none or all of the products below. The District seeks the following products:

Product	Description	Pack Size
Ground Beef Patty	Frozen. 4 oz patty. Minimum 5" in diameter. Beef is Certified Grass Fed and Finished; Certified Humane; No Antibiotics Ever.	Vacuum sealed. Catch weight not to exceed 20 lbs. Bid Unit per 4OZ PATTY.
Pork Breakfast Sausage Patties	Frozen. 3 oz patty. Minimum 3" in diameter. Pork is Pasture Raised; Certified Humane; No Antibiotics Ever.	Catch weight not to exceed 20 lbs. Bid Unit per 3OZ PATTY.
Breakfast Sausage Bulk	Frozen. Bulk. Pork is Pasture Raised; Certified Humane; No Antibiotics Ever.	Vacuum sealed. Catch weight not to exceed 20 lbs. Bid Unit per POUND.

ADDITIONAL SPECIFICATIONS

Processing facility must be USDA inspected. A seal and/or proof of inspection must be provided as part of a response to this request. Packaging should be clean with no signs of damage or adulteration.

SPECIFICATION CLARIFICATION

It shall be incumbent upon all bidders to understand the provisions of the specifications and to obtain clarification prior submitting proposals. Such clarification will be answered only in response to a written request submitted in the specified amount of time set by the District. The District reserves the right to specify a time frame in which clarification requests shall be made.

VOLUME

The quantity is a usage estimate. Quantities will be delivered over the length of the 2023-2024 school year, not received as a one-time delivery.

PRICES

The contract or contracts established by this bid will be fixed price. The Offeror shall provide a fixed price per Bid Unit. All charges incurred by the Contractor for processing, packaging, and delivering the items covered by the contract as well as mark up or profit shall be recovered in the "Fixed Price" by the vendor. Prices must remain firm for the duration of the contract.

BID UNIT

Each item is to be priced separately by offering the standard Unit Cost as per Bid Unit specified. In the event that the Bid Unit specified is different than the standard package offered by a bidder, that bidder shall convert the Unit Cost to conform with the unit set forth in the specifications.

TAXES

Food items purchased under this Contract by the District are not subject to State and Federal Taxes. The tax exemption certificate will be furnished upon request.

DELIVERY TIMES AND PLACES

Deliveries shall be required to all sites listed in the contract. A written schedule for ordering and delivery for each of the schools will be established and mutually agreed upon by the District and the Contractor within five (5) working days after the date of award. All schedules for deliveries will remain constant throughout the duration of the Contract. Deliveries shall be completed between the hours of 6:30 a.m. and 2:30 p.m. If a holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the District and the Contractor.

DAMAGED ITEM

The term "damaged" for purposes of this document, shall refer to an item that has sustained a damage that would allow spillage from the original container, a loss or disfigurement of a label that would hamper identification, contaminated package that would affect the content of that package, items showing thaw or deterioration in any form, or any other happening that would affect the quality and/or quantity of the original item. Any item delivered in an unacceptable condition will not be accepted.

FACILITY AND VEHICLE INSPECTION

The District reserves the right to make site visits to successful bidders' facilities prior to and after award. Site visits may include walk through of warehouse and storage facilities and inspection and review of delivery fleet capabilities. School officials may routinely inspect contracted distributors warehouse and trucks. The warehouse and truck shall be clean, be free of insects and rodents, and be adequate for storing and delivering products.

NON-APPROPRIATIONS

Any Contract entered into by the District resulting from this bid shall be subject to cancellation without damage or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year or appropriated period.

BUY AMERICAN PROVISION

Section 104(d) of the William F. Goodling Child Reauthorization Act of 1998 requires schools participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to purchase to the maximum extent possible, domestic commodities or products used in meals served in the NSLP and SBP. "Domestic commodity or product" is defined as one that is produced in the United States and over 51 percent of the final processed product consists of agricultural commodities that are grown domestically. By submitting a bid to this BVB, Offeror agrees to adhere to the Buy American Provision.

PROHIBITION AGAINST CONFLICTS OF INTERESTS, GRATUITIES AND KICKBACKS

An employee or any official of the School district, elective or appointive, who shall take, receive or offer to take or receive either directly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the Procurement of business, or the giving of business, for or to, or from any person, partnership, firm or corporation, offering bidding for, or in open market seeking to make sales to the School District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

DISCRIMINATION

The bidder understands that the District is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other such discrimination; and the bidder, by submitting this bid, agrees during the term of the contract that the bidder will strictly adhere to this policy in its employment practices and provision of products or services.

EVALUATION

The District reserves the right to reject any bid. Prices for individual commodities or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, may be rejected if such action would be in the best interest of the District. Bidders must, upon request of the District, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The District reserves the right to make the final determination as to the bidder's ability based on Vender Requirements.

VENDOR REQUIREMENTS

The criteria used to determine responsibility shall include, but is not limited to, the following:

- A. **DELIVERY ABILITY:** Bidder must demonstrate, or has demonstrated to the District, the ability to deliver all the items on the bid list in accordance with terms and conditions of this contract.
- B. **FACILITIES AND EQUIPMENT:** Bidder must have the warehouse facilities and delivery equipment required to safely and securely store and deliver the products required by these specifications. Refrigeration facilities used for storing refrigerated and frozen products must meet recommendations of the Refrigeration Research Council. Delivery temperatures of frozen and refrigerated food shall be in compliance with AFDOS code as recommended by the Federal Food and Drug Administration. The facility must also be USDA Inspected.
- C. **ACCOUNTING PROCEDURES:** A bidder, to be considered for award, must clearly demonstrate to the District the capability to provide accurate, reliable and timely invoices.
- D. **RELIABILITY:** For a bidder to be declared a responsible vendor they must have a proven record of service in the administration of the items in this contract. A distributor may be considered unreliable thus non-responsible if for any reasons, other than reasons beyond their control, they have violated any of the requirements listed herein or have caused the cancellation of a contract of this type or have failed to properly communicate with participating entities on matters essential to a contract of this type.

ACCOUNTING PRACTICES

The DeSoto County School District requires that Purchase Orders be issued before any items are ordered or delivered. The DeSoto County School District shall not be responsible for any products delivered without an approved Purchase Order and/or without a signed acknowledgement of receipt by a District employee at time of delivery. The awarded bidder shall provide accurate, legible, and timely documentation, such as invoices, credits, and statements as requested by the District. The awarded bidder agrees to receiving payment within 45 days from date of receipt of a properly submitted invoice, or within 45 days after inspection and approval of the goods and/or services by DeSoto County Schools, whichever is later. In the event of a bona fide dispute, the awarded bidder agrees that DeSoto County Schools shall pay only the amount not in dispute, as per Miss. Code Ann. 31-7-305.

GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. The venue for the resolution of any dispute shall be DeSoto County, Mississippi. The bidder expressly agrees that under no circumstances shall the District be obligated to pay attorney fees or the cost associated with any legal action initiated by the bidder.

BID SUBMISSION

Sealed bids will be received by the DeSoto County School Board of Education, 5 East South Street, Hernando, MS 38632 or electronically at www.centralbidding.com at the date and time specified on the BID NOTICE, at which time all bids will be publicly opened and read. Neither dating of the bid form, nor placing it in the mail by this date will meet legal requirements. All bids must be received at the Board of Education or electronically at on or before the date and time specified in the Procurement Schedule. The DeSoto County School Board of Education reserves the right to reject any and/or all bids received and to waive any and all informalities.

Please complete the following chart indicating the pricing and availability of the specific products requested by the District and return it to the district by the date and time specified in the bid notice. The District may award contracts for product(s) to unique vendor(s) or may award one contract to one vendor for all desired products at the sole discretion of the District.

Product	Description	Pack Size	Quantity Estimate Per Contract Year	Bid Unit	Price per Bid Unit
Ground Beef Patty	Frozen. 4 oz patty. Minimum 5" in diameter. Beef is Certified Grass Fed and Finished; Certified Humane; No Antibiotics Ever.	Vacuum sealed. Catch weight not to exceed 20 lbs.	30,000 - 60,000 patties	Bid Unit per 4OZ PATTY	
Pork Breakfast Sausage Patties	Frozen. 3 oz patty. Minimum 3" in diameter. Pork is Pasture Raised; Certified Humane; No Antibiotics Ever.	Catch weight not to exceed 20 lbs.	10,000 - 40,000 patties	Bid Unit per 3OZ PATTY	
Breakfast Sausage Bulk	Frozen. Bulk. Pork is Pasture Raised; Certified Humane; No Antibiotics Ever.	Vacuum sealed. Catch weight not to exceed 20 lbs.	5,000 - 20,000 pounds	Bid Unit per POUND	

SIGNATURE	DATE
PRINTED NAME	TITLE
Organization	

School site location listing:

1	Center Hill Elementary School	13662 Center Hill Road Olive Branch, MS 38654
2	Center Hill High School	13250 Kirk Road Olive Branch, MS 38654
3	Center Hill Middle School	8756 Forest Hill Irene Olive Branch, MS 38654
4	Chickasaw Elementary School	6391 Chickasaw Olive Branch, MS 38654
5	DeSoto Central Elementary School	2411 Central Parkway Southaven, MS 38672
6	DeSoto Central High School	2911 Central Parkway Southaven, MS 38672
7	DeSoto Central Middle School	2611 Central Parkway Southaven, MS 38672
8	DeSoto Central Primary School	3210 Getwell Road Southaven, MS 38672
9	DeSoto County Alternative Center	6870 E. Center Street Horn Lake, MS 38637
10	Greenbrook Elementary School	730 Rasco Road E. Southaven, MS 38671
11	Hernando Elementary School	455 Riley Street Hernando, MS 38632
12	Hernando High School	805 Dilworth Lane Hernando, MS 38632
13	Hernando Hills Elementary School	570 McIngvale Road Hernando, MS 38632
14	Hernando Middle School	700 Dilworth Lane Hernando, MS 38632
15	Hope Sullivan Elementary School	7985 Southaven Circle W. Southaven, MS 38671
16	Horn Lake Elementary School	6341 Ridgewood Drive Horn Lake, MS 38637
17	Horn Lake High School	3360 Church Road Horn Lake, MS 38637
18	Horn Lake Intermediate School	6585 Horn Lake Road Horn Lake, MS 38637
19	Horn Lake Middle School	6125 Hurt Road Horn Lake, MS 38637
20	Lake Cormorant Elementary School	3285 Wilson Mill Road West Lake Cormorant, MS 38641
21	Lake Cormorant High School	10201 Star Landing Road Lake Cormorant, MS 38641
22	Lake Cormorant Middle School	3203 Wilson Mill Road Lake Cormorant, MS 38641
23	Lewisburg Elementary School	1717 Craft Road Olive Branch, MS 38654
24	Lewisburg High School	1755 Craft Road Olive Branch, MS 38654
25	Lewisburg Intermediate School	1711 Craft Road Olive Branch, MS 38654
26	Lewisburg Primary School	1707 Craft Road Olive Branch, MS 38654
27	Lewisburg Middle School	2605 Hwy 305 S Hernando, MS 38632
28	Oak Grove Central Elementary School	893 Oak Grove Road Hernando, MS 38632
29	Olive Branch Elementary School	9549 E. Pigeon Roost Road Olive Branch, MS 38654
30	Olive Branch High School	9366 Sandidge Road Olive Branch, MS 38654
31	Olive Branch Intermediate School	8631 Pigeon Roost Olive Branch, MS 38654
32	Olive Branch Middle School	6530 S. Blocker Street Olive Branch, MS 38654
33	Overpark Elementary School	8530 Forest Hill Irene Olive Branch, MS 38654

34	Pleasant Hill Elementary School	7686 Pleasant Hill Road Olive Branch, MS	38654
35	Shadow Oaks Elementary School	3780 Shadow Oaks Parkway Horn Lake, MS	38637
36	Southaven Elementary School	8274 Claiborne Drive Southaven, MS	38671
37	Southaven High School	735 Rasco Road W. Southaven, MS	38671
38	Southaven Intermediate School	175 Rasco Road Southaven, MS	38671
39	Southaven Middle School	899 Rasco Road W. Southaven, MS	38671
40	Walls Elementary School	6131 Delta View Road Walls, MS	38680