

ADVERTISEMENT FOR BID

The Board of Trustees of the CLEVELAND SCHOOL DISTRICT, Cleveland, Mississippi will receive sealed bids for Milk and Milk Products in the Office of the Food Service Director, 500 N. Sharpe Avenue, Cleveland, MS 38732 until **Monday, June 25, 2018 at 11:00 am.**

All in accordance with specifications covered by this advertisement, which are on file in and may be obtained from the Food Service Director's office, 500 N. Sharpe Avenue, Cleveland, MS 38732.

Copies of the bid specifications may also be acquired as follows:

- 1) Contact Shenika Maiden or Wendy Sullivan at (662)843-9041
- 2) Request by fax at (662)843-0519

Bidders who have not done business with the CLEVELAND SCHOOL DISTRICT previous to this year must submit three recommendations from individuals or businesses with which business has been done within the last year.

The State License Number of each bidder, as required by law, must be on the bid. The State Contract Number, if applicable, is also to be submitted with the bid.

No bid may be withdrawn for a period of thirty (30) days. All bids are to be based on F.O.B. Cleveland, Mississippi. The Board of Trustees of the CLEVELAND SCHOOL DISTRICT reserves the right to waive any and/all formalities and to reject any and/or all bids.

By order of the Board of Trustees of the CLEVELAND SCHOOL DISTRICT.

Dr. Jacquelyn C. Thigpen
Superintendent

Proof of publication required. Publish two (2) times: **June 8, 2018 and June 15, 2018**

CONTRACT SECTION I – Request for Proposals

TO: LuVel Dairy Products
105 W. Jefferson Street
Kosciusko, MS 39090

ATTENTION: Sales

DATE: June 5, 2018

PROPOSAL NUMBER: SY 2018/2019

ITEMS: Milk and Milk Products

TYPE OF CONTRACT: Firm

EFFECTIVE PERIOD: July 1, 2018 – June 30, 2019

PROPOSAL OPENING: DATE: Monday, June 25, 2018

TIME: 11:00 a.m.

LOCATION: Cleveland School District
Central Office
305 Merritt Dr.
Cleveland, MS 38732

MAIL PROPOSALS TO: Cleveland School District
Food Service Director
500 N. Sharpe Avenue
Cleveland, MS 38732

HAND DELIVER PROPOSALS TO: ENVELOPE SHOULD BE CLEARLY MARKED
“MILK PROPOSAL” with date, same address as above
and time of opening

CONTACT: If you have any questions concerning this
request for proposal, please phone:

Shenika N. Maiden, Child Nutrition Director or
Wendy Sullivan, Child Nutrition Administrative Assistant
(662) 843-9041

We, the undersigned, having carefully read your specifications covering the preceding group for your schools, are pleased to bid on your requirements the delivered prices as quoted above.

Respectfully Submitted,

Company

By

Title

Address

Telephone

Date

SPECIFICATIONS

Milk and milk products will be awarded in such a manner that all services will be awarded to only **one** company.

The successful bidder will provide regular service **daily** throughout the school year, and in addition, emergency calls if necessary. There are nine (9) cafeterias to be serviced in the Cleveland School District.

Since the biggest culprit on milk spoilage is high temperature (above 45°F), contractors are required to deliver milk at below 40°F. Any milk delivered at above 40°F will be returned for credit if spoilage occurs.

All bids shall be a firm price for the **2018-2019** school year.

DESCRIPTION, MILK	UNIT PRICE <u>Carton</u>	UNIT PRICE <u>Plastic Bottle</u>
One-half pint, Grade A Homogenized-Pasteurized, fat-free unflavored milk	_____	_____
One-half pint, Grade A Homogenized-Pasteurized, fat free flavored (chocolate) milk	_____	_____
One-half pint, Grade A Homogenized-Pasteurized, fat free flavored (strawberry)	_____	_____
One-half pint, Grade A Homogenized-Pasteurized, fat free flavored (vanilla)	_____	_____
One-half pint, Grade A Homogenized-Pasteurized, low-fat unflavored milk	_____	_____

DESCRIPTION, MILK PRODUCTS

Yogurt, low-fat, assorted fruit flavored, 16/4 oz.	_____
Sour Cream, 5 lb	_____
Butter Milk, Gallon	_____

DESCRIPTION, ICE CREAM (MILK PRODUCTS)	PACK	UNIT PRICE
3 oz. Cup Ice Cream, all flavors, low fat	_____	_____
3 oz. Cup Frozen Yogurt, all flavors, low fat	_____	_____
3 oz. Ice Cream Sandwich, low fat vanilla, chocolate	_____	_____
3 oz Chocolate Fudge Bar, low fat	_____	_____
3 oz Strawberry Shortcake Bar, low fat	_____	_____
3 oz Richs Crumbled Cookie Cone, low fat	_____	_____
3 oz Frogspit, low fat	_____	_____

Note: Other “names” are acceptable as long as the product is similar in ingredients and appearance.

All bids shall be a firm price for the **2018-2019** school year.

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions – Lowe Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 125-49, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature

Date

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CONTRACT SECTION II – GENERAL BID AND CONTRACT REQUIREMENTS¹

A. Instructions

1. Delivery of Bids

Sealed bids will be received in the school district's School Services Building at the place, date and hour shown on Sheet 1, at which time the bids will be publicly opened.

The lowest bidder(s) will be designated for contract purposes provided the firm is on the qualified bid list and subject to a final review and agreement between the two parties (the district and the designated distributor). Any low bidder not on the qualified bid list will be subject to approval.

Bidders who have not done business with the CLEVELAND SCHOOL DISTRICT previous to this year must submit three recommendations from individuals or businesses with which business has been done within the last year.

The State License Number of each bidder, as required by law, must be on the bid. The State Contract Number, if applicable, is also to be submitted with the bid.

2. Correction of Mistakes on the Bid Form

Erasures or the use of typewriter correction fluid on bid forms is not acceptable and may result in the rejection of the bid. Prior to submission or openings, errors may be crossed out, corrections entered, and initialed by the person signing the bid. No bids shall be altered or amended after the specified time for opening.²

3. Quantities

See Section IV. It shall be understood by all parties concerned that any contract established as a result of this invitation will not obligate the school district to receive any quantity in excess of actual requirements. While the quantities shown are classified as estimates for bidding purposes, they do result from actual historic tabulation. School district authorities will make a reasonable effort to fully utilize projected supplies of formula items which may not have a market elsewhere.

Quantity requirements for items with volatile prices shall be projected as far in advance as practical, usually with a lead time of two to four weeks in advance of usage.

Distributors are required to bid and deliver all items listed, as well as items which may be added later. Any questions concerning a distributor's capability to bid or deliver an item must be raised with school district authorities at least two weeks prior to bid opening.

4. Review and Award of Bids

After the public opening of bids, the school district Board of Trustees may require at least 10 days for review of low bids prior to awards. It is important for bidders to understand that the reason for the review of bids, line by line, is to assess the fairness of the bid to suppliers and the school district alike. Any supplier must show suitable evidence for acceptance of any item challenged upon review and assessment. Acceptance shall be at the discretion of removing items from all bids, if the bid instructions are unclear. Any proposal, which in the opinion of the Board of Trustees, violates the integrity or fairness of a bid, may be rejected in total.

5. Exclusivity

The school district agrees to use the designated contract supplier(s) as an exclusive source for the various items and services as listed herein as well as for comparable substitutes and supplemental items. The only anticipate exceptions might be in time of emergency.

The designated supplier(s) reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when a school district may have to seek other interim product sources. Failure to deliver 100% of the items on this list – within 48 hours – shall be considered a default.

¹ Section II of the Bid Documents applies to all types of purchase contracts for food and services. If any conflicts exist between the requirements set forth in Section II and Section III – special Requirements, those in Section III shall prevail.

² The reason for this requirement is to prevent apprehensions on the part of bidders that price proposals might be altered by school district officials.

In case of default by the successful bidder, the school district after due notice (oral or written) may procure the necessary supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby. Continuous instances of default may result in cancellation of the contract and removal of the bidder from the prequalified bid list for the duration of the ensuing year, at the option of school district officials.

6. Lines of Communication

As far as practical, all communications between school district(s) and supplier(s) shall be in writing. Each shall designate a representative to deal with day-to-day logistical matters of the program. Matters of policy are to be dealt with by the supervisor of food services and a company official at a higher level.

7. New Products

The contract supplier is encouraged to present or demonstrate new items or concepts to the school district Food Service Supervisor.

8. Reports

Contractors shall be required to submit product utilization reports to the school district at the end of a contract period. When contracts are issued on an annual basis, utilization reports shall be issued to the school district quarterly as well as at the end of the contract period. These reports shall be submitted for total quantity delivered per item in terms of bid units per school delivery point. Utilization reports shall be submitted within 15 calendar days after the end of a quarter or contract period. Payments for the month prior to the due dates of utilization reports may be withheld at the discretion of school district officials, until interim or final acceptable utilization reports are received.

9. Delivery Times and Places

The prices quoted shall be for deliveries to all schools in the district as shown in Section V. All drop sites require deliveries nine months per year. Some drop sites, however, may require deliveries for summer feeding programs, in which case this contract shall include such deliveries.

Delivery schedules shall be submitted to school district officials for prior approval and shall remain constant from week to week. Deliveries shall be ordered in full-case quantities whenever possible. Deliveries shall be made in accord with the frequency and hours designated in Section III – Special Requirements. Deliveries shall be made Mondays through Fridays except school holidays or closing days (due to inclement weather). When holidays or closing days fall on a scheduled delivery day, deliveries shall be made on the next school day.

Drivers and helpers shall deliver merchandise into designated storage areas (dry, chilled and frozen) at each school. Although drivers or helpers may be required to stack merchandise in display coolers or freezers, they shall not be required to stow merchandise in shelves in walk-in holding rooms. See Section II – Special Requirements.

Drivers and helpers shall request the authorized school receiver, or the designated representative, to verify the accuracy of items, quantities of each item, total quantities, and condition of merchandise. Each delivery ticket shall be receipted (signed) by a designated school receiver. Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated school receiver and initialed by both the truck driver and school receiver.

Special or intermediate deliveries will be required only if a contractor fails to deliver a product on a regularly scheduled delivery, in which case the contractor shall make delivery within 24 hours or as otherwise requested by the food service supervisor.

10. Item Substitutions

In the event of significant price escalations, a supplier shall be prepared through his school account (sales) representative to offer substitutions at equal or lower cost. If a distributor is temporarily out of stock of a particular item, he may deliver an equal or superior product at an equal or lower price, with prior approval of the district Food Service Supervisor.

However, in all such instances, each substitution should be labeled clearly as such on each invoice with a separate item code. Substitutions should exist only in "emergency" situations. Substitutions at higher prices can be made only upon prior approval of the school district food service supervisor.

11. Payments

Contractors shall submit statements for individual schools monthly on mutually agreed upon dates to the district authority. Each statement shall include a summary of delivery tickets (invoices) for the period. Each ticket shall be listed in numerical sequence and show the total charges. Statements may be submitted more often than monthly but only upon the mutual agreement of both parties.

The district will remit payments in 10 days, from date of receipt and approval of statement.

12. Extension

This contract may be extended for a period not to exceed one year in total, or in increments of the initial bid, upon the mutual agreement of both parties and provided that there are no escalations of the prices for firm price contracts or service fees for reimbursable cost contracts.

13. Termination

Contracts may be terminated at any time, on 10 days' notice, upon the mutual agreement of both parties or upon the discretion of the school district, in a shorter period of time, if the terms of the contract are violated in any way.

B. Bidder Qualifications

Before any bid can be accepted, a bidder must be deemed qualified, in the judgment of school district officials, to perform as required herein. A bid may be rejected if a bidder fails to meet any one of the following qualifications:

1. Product Line

It must be clearly evident to school district officials that a bidder is capable of delivering promptly all items on the bid list and acquiring, on short notice, any peripheral items which might be required.

2. Capacity

A bidder must clearly demonstrate to school district officials that he has the capacity, physically and financially, to supply items to the school district in economical quantities as required.

3. Reliability

A successful bidder must have a proven (or believable) record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A distributor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the seller and the school district.

4. Accounting Practices

A successful bidder must clearly demonstrate to school district officials his capability to provide accurate, reliable and timely reports, in terms of invoices, statements, credits and utilization reports. Moreover, he must demonstrate his capability to spontaneously provide data for periodic reviews of prices by school district officials.

5. Facilities and Equipment

Contractors must have adequate warehouses for supplying contract products. Conditions for storing chilled and frozen products must be as recommended by the Refrigeration Research Foundation. Delivery temperatures of frozen and chilled food shall be in accord with the AFDOS code as recommended by the Food and Drug Administration (Federal).

6. Sanitation Requirements

Contractors' facilities may be routinely inspected by district officials. Facilities and operating practices must be continuously in compliance with the United States Food, Drug, and Cosmetic Act and State and local laws and regulations.

C. Standard Contract Conditions

1. This contract shall be governed in all respects – as to validity, construction, capacity, performance, or otherwise – by the laws of the State.
2. Contractors providing services under this Invitation to Bid herewith assure the school district that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
3. State Sales and Use Tax Certificate of Exemption form will be issued upon request. Sales tax shall be included in prices where applicable.
4. Deliveries against this contract must be free of excise or transportation taxes, except when such a tax is part of a price and school districts are not exempt from such levies. Excise tax exemption registration number may be used when required.³
5. Contractor shall comply with applicable Federal, State and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contractor's performance of work under this Agreement, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin, or handicap.
6. Modifications, additions, or changes to the terms and conditions of this Invitation to Bid may be a cause for rejection of a bid. Bidders are requested to submit all bids on the school district's official forms. Bids submitted on company forms may be rejected.
7. The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment, or until audited by the district, whichever is sooner. The district, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
8. By his signature on the face of this document, a bidder certifies that his bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The bidder certifies that he understands collusive bidding is a violation of Federal Law and can result in fines, prison sentences, and civil damage awards. He further agrees to abide by all conditions of this bid and certifies that he is authorized to sign this bid for the bidder.
9. Prohibition against conflicts of interest, gratuities and kickbacks.

"Any employee or any official of the school district, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as in 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 a fine in accord with State and/or Federal laws."

³ Excise tax: A special tax levied by Federal, State or local governments against a product or service.

Standard Product Conditions

1. All products shall conform to the minimum requirements of Federal and State regulations. These requirements shall include, but not be limited to, weights, measures, fill of containers, drained weights and contamination.
2. All products shall conform to standard guarantee requirements with respect to safety, and the supplier by his signature on Section I, page 2, agrees to hold the buyer harmless in the event of product failure.

END SECTION II

SCHOOL DELIVERY POINTS

CONTACT: Shenika Newson Maiden
Child Nutrition Director
Cleveland School District
500 N. Sharpe Avenue
Cleveland, MS 38732

BILLING ADDRESS: Cleveland School District
Food Services
500 N. Sharpe Avenue
Cleveland, MS 38732

DELIVERY POINTS:

BELL ACADEMY

Manager: Alesha Reed
1016 Taylor
Boyle, MS 38730

CLEVELAND CENTRAL HIGH (Upper Campus)

Manager: Sharon Watkins
300 W. Sunflower Road
Cleveland, MS 38732

DM SMITH ELEMENTARY

Manager: Belinda Sampson
725 Martin Luther King Drive
Cleveland, MS 38732

CLEVELAND CENTRAL MIDDLE SCHOOL

Manager: Mona Wilson
601 Lucy Seaberry Drive
Cleveland, MS 38732

HAYES COOPER CENTER

Manager: Eorma Rodgers
500 N. Martin Luther King Drive
Merigold, MS 38759

CLEVELAND CENTRAL HIGH (Lower Campus)

Manager: Maxine Moore
305 N. Bolivar Avenue
Cleveland, MS 38732

NAILOR ELEMENTARY SCHOOL

Manager: Mamie Toliver
600 Cross Street
Cleveland, MS 3888732

PARKS ELEMENTARY SCHOOL

Manager: Dianne Pearce
100 Terrace Road
Cleveland, MS 38732

PEARMAN ELEMENTARY

Manager: Kathy Hall
420 Robinson Drive
Cleveland, MS 38732