

INVITATION TO BID

The Northshore Charter School will receive sealed bids until 9:30 a.m. Tuesday, June 27, 2023, at the School Lunch Office located in the School, 111 Walker St., Bogalusa, La. 70427 for the purchase of Milk and/or milk products for the Northshore Charter School Lunch cafeteria for the 2023-2024 school year, which begins August 1, 2023 and ends July 31, 2024.

Bids must be submitted on the attached Bid Form and must exclude sales tax. Bids may be hand delivered, mailed, or electronically submitted. Mailed bids must be sent “Certified Mail, Return Receipt Requested”. Please mark envelope as containing “**Bid on Milk**”.

Bid related information available online and electronic bids may be submitted online at jeanna@northshorecharterschool.org

The School reserves the right to reject any and/or all bids and waive informalities. Northshore Charter School Lunch reserves the right to renew any or all contracts for a period of up to 3 years if all parties agree.

Northshore Charter School has spent a total of \$180,636.55 on food purchases as

of June 30, 2022 for the 2021-2022 school year.

Jeanna S. Wheat, Supervisor
School Food Service

**BID FORM
MILK AND MILK PRODUCTS
2023-2024 School Year**

<u>DESCRIPTION:</u>	<u>Firm Bid Price Bottles:</u>	<u>Bid Price with Escalator Clause Bottles:</u>	<u>Firm Bid Price Cartons:</u>	<u>Bid Price with Escalator Clause Cartons:</u>
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ITEM 1- BUTTERMILK, Grade A, cultured, Contains not more than 1 - ½ % butterfat. ½ Gallon.	_____	_____	_____	_____
ITEM 2- SOUR CREAM, LOW FAT, cultured, and not less than .02% acidity expressed as lactic acid. Packaged in 5 lb. Cartons.	_____	_____	_____	_____
ITEM 3- MILK, FAT FREE SKIM, PLASTIC BOTTLE, Grade A Fat Free Skim Milk. Pasteurized and homogenized fluid milk that has been fortified with vitamin A & D. Half pint PET plastic. 50/case.	_____	_____	_____	_____
ITEM 4- MILK, LOWFAT, PLASTIC BOTTLE, Grade A 1% Lowfat Milk. Pasteurized and homogenized fluid milk that has been fortified with vitamin A & D. Half pint PET plastic. 50/case.	_____	_____	_____	_____
ITEM 5- MILK, LOWFAT CHOCOLATE, PLS. BOTTLE, Grade A ½% Fat Free Chocolate Milk. Pasteurized and homogenized fluid milk that has been fortified with vitamin A & D. Half pint PET plastic. 50/case.	_____	_____	_____	_____
ITEM 6- MILK, LOWFAT STRAWBERRY, PLS. BOTTLE, Grade A ½ % Fat Free Strawberry Milk. Pasteurized and homogenized fluid milk that has been fortified with vitamin A & D. Half pint PET plastic. 50/case.	_____	_____	_____	_____
ITEM 7- LACTOSE FREE FAT FREE MILK, Ultra Pasteurized, Vitamin A & D, Lactose Free, Fat Free Milk, ½ pt. . Bottle or carton.	_____	_____	_____	_____

Nutrition Facts Labels for all items MUST be submitted with bid.

NOTE: Delivery to the school. Prices bid to include all delivery charges. Prices bid good for one full year. Sales tax is not to be included in prices bid.

Please include a copy of escalator clause.

Delivery of milk must be **no less than three (2) times a week** unless otherwise agreed upon by the principal and the cafeteria manager, providing storage space permits. **Milk container date must show six (6) days shelf life remaining.** Low fat milk must be kept in cooler at all times in amounts ordered by the manager even if this is less than full case amounts.

We agree to deliver Milk and/or Milk Products to Northshore Charter School.

_____ Yes _____ No

Name of Company Submitting Bid

Name of Person Submitting Bid

Signature of Person Submitting Bid

Address

Telephone Number

Date Bid Submitted

MILK AND RELATED PRODUCTS

GENERAL RULES, CONDITIONS, AND INSTRUCTIONS TO BIDDERS

Section I. INSTRUCTIONS TO BIDDERS

- A. On June 27, 2023 at 9:00 a.m., sealed bids for milk and related products will be opened and read aloud for the 2023-2024 school year. The public is invited to attend. All bids shall be submitted, sealed, to the above address on or before the above time and date. Bids received after the date and time designated for opening of any bids received unsealed, will not be considered and will be returned to the bidder. Any notation appearing on the outside of the envelope containing the sealed bid, which is intended to amend the bid in any manner, will not be considered.
- B. Enclosed are bid forms, specifications and general rules, conditions, and instructions for bidders. Bids shall be submitted only on forms provided. All information required on the bid form must be supplied to constitute a regular bid. Return only the original bid proposal. Bids must be signed by a duly authorized representative of the firm and returned in a sealed envelope marked "SEALED MILK BIDS", indicating the date and hour of opening.
- C. The bid form must be typed or completed in ink. Any correction must be made by drawing a line through the error and writing in the correction. **ALL CORRECTIONS MUST BE INITIALED BY THE PERSON SIGNING THE BID. NO CORRECTIONS BY ERASURE OR USE OF CORRECTION FLUID IS ALLOWED.**
- D. The bidder shall be solely responsible for the timely furnishing of bids. **THE BID MUST BE RETURNED BY REGISTERED MAIL, RETURN RECEIPT REQUESTED, OR HAND DELIVERED.** Food and Nutrition Services will not consider bids returned by any other means.
- E. The prices quoted shall include handling and delivery to the school five (5) days each week. If the cafeteria manager is agreeable to less frequent deliveries, as few as three (2) days per five (5) day week will be acceptable. The school is listed and the address.
- F. Bids submitted are binding on all bidders for 30 days from the date of the bid opening. Errors in quoted prices or in the preparation of the bid will not relieve the vendor except as provided under Louisiana Revised Statutes.
- G. Bids will not include state and local sales taxes.

- H. The opening of bids will be for reading only. Award of the bid will be at a later time.
- I. Bids will be awarded on an ALL OR NONE basis to the responsible bidder whose bid is responsive and most advantageous to School Food and Nutrition Services. School Food and Nutrition Services reserves the right to reject any and/or all bids and waive any informalities in bids received whenever such rejection or waiver is in its interest.
- J. Each contractor shall provide proof of the following insurances, including but not limited to:
- Workman's Compensation
 - Employer's Liability Insurance
 - Public Liability and Property Damage Insurance
 - Comprehensive General Liability Insurance - minimum \$100,000.00 combined
- single unit

Section II. ADDITIONAL REQUIREMENTS

- A. All milk and milk products shall meet all requirements of the Sanitary Code, State of Louisiana latest revision.
- B. Detailed specifications for milk and related products are enclosed. Bids must be submitted in strict accordance with the specifications.
- C. Successful bidder agrees to furnish clean, well-sealed milk containers made from plastic. Milk containers and milk cases shall be free from spills, trash and the odor of sour milk.
- D. Each milk containers shall be labeled with the variety of milk (1% lowfat, skim (fat-free) ½ % chocolate) printed on the container. These names must be legible.
- E. Successful bidder shall deliver milk in refrigerated trucks and place the milk, in the cases, in the refrigerated milk box(es) in the cafeterias. Refrigerated product temperatures shall not exceed 40 degrees F. Nor shall they be less than 32 degrees.
- F. At the time of delivery, all current milk in the milk box is to be placed on top of the milk delivered that day.
- G. Empty milk cases shall be picked up from each school no less than weekly.
- H. **Carton Prices shall be submitted with bid in the event cartons must be substituted. This substitution shall be rare and SFA should be notified when this occurs. Price adjustment shall be made on delivery of cartons by driver and initialed.**

Section III. ESCALATION/DE-ESCALATION CLAUSE

All BID prices shall be based on USDA, Agricultural Marketing Service Dairy Division, Milk Market

Administration, Southeast Order No. 72, May, 1998 announced pricing per hundredweight for Class I Raw Milk* and shall be firm for thirty (30) days from the date of the bid opening. After this date, prices for milk may escalate or de-escalate in accordance with changes in southeast Order No. 72 announced pricing for Class I Raw Milk at a rate of \$0.0010 per half-pint carton for each full \$.18 per hundredweight increase or decrease. At no time will the price be changed without first notifying School Food and Nutrition Services of Washington Parish of such change and supplying a copy of the Milk Market Administration for current month noting price change. Any change in prices would commence on the first day of the month subsequent to notification.

* Class I Price to include any processing assessment under the Fluid Milk Promotion Order (7 CFR 1160.101 et seq).

Section IV. SUBCONTRACTING

Subcontracting of part of this bid by the successful bidder to other responsible entities (e.g., dairies) is permitted as hereinafter provided:

- A. Subcontractors shall be regularly in the dairy business and have the capability to fulfill and deliver that part of the work as may be let to them.
- B. All subcontractors shall have the prior approval of School Food and Nutrition Services of Washington Parish before the effective date of this bid.
- C. The successful bidder must detail to School Food and Nutrition Services of Washington Parish the quantity of business, method of distribution and schools served by the subcontractor to the full and complete satisfaction of School Food and Nutrition Services of Washington Parish.

Section V. INSPECTION AND TESTS

Northshore Charter School reserves the right to have any milk and related products inspected at any time by the civil parish Department of Health and Human Resources in which the school is located. Any items condemned or rejected as a result of any inspection by the Department of Health and Human Resources, or as determined by any of the Food Service employees, shall be immediately replaced if discovered in time to be served in the school's Breakfast and School Lunch Programs. If a school is unable to serve milk in the program(s) because the products delivered by the contractor are unsuitable for consumption, the contractor agrees to reimburse the School Food and Nutrition Services of Northshore Charter School for any and all losses of State and Federal reimbursement withheld. The contractor is not responsible for any damage to the milk supplies caused by School Food Services, its officers, agents, or employees or by the malfunctioning of any of the School Food Service's equipment utilized for the storage of milk after delivery.

Section VI. CONTRACT CONDITIONS

Repeated failure to make delivery in accordance with specifications will result in termination of the contract, pursuit of appropriate legal remedies, and/or disqualifications of the vendor until such time as

she/he furnishes satisfactory evidence that future obligations can be fulfilled. Failure to render prompt service will be considered in making subsequent awards.

If the contractor fails to deliver milk within the mutually agreed upon time schedule and if such failure results in the school(s) being unable to serve a reimbursable meal, the contractor agrees to pay School Food and Nutrition Services of Northshore Charter School for any and all losses of the State and Federal reimbursement withheld from the School Lunch and/or Breakfast Programs.

If Northshore Charter School terminates this contract in whole or in part, because of failure or Contractor to furnish the supplies in accordance with the specifications and terms of this contract, Northshore Charter School may acquire services and supplies similar to those terminated and the contractor will be liable to School Food and Nutrition Services of Northshore Charter School for any excess of cost for those services and supplies and other damages to include additional administrative costs, advertising costs, if any, and attorney fees. However, the contractor shall continue to furnish the supplies not terminated.

Northshore Charter School, by written notice, may terminate this contract, in whole or in part, in the event there is a reduction in Federal or State funds provided. If this contract is so terminated, the contractor shall be paid for any services or food supplies furnished up to the date of termination.

The contractor shall comply with Executive Order 112246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Dietary guidelines require only fat free flavored or unflavored milk and 1% low fat unflavored milk to be served in schools. Contractor shall comply with this requirement throughout the entirety of the bid period. Substitution of higher fat content milks will not be accepted. All schools must offer the fat free unflavored milk daily along with other fat free flavored and 1% low fat.

The contractor shall return a signed copy of the attached United States Department of Agriculture Debarment form with bid.

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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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 responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <https://www.usda.gov/offerings/programs/complaint-form> 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. USDA is an equal opportunity provider, employer, and lender.