



INVITATION FOR BID (IFB)

Auburn School District

District Wide Dairy Products

2022-23 School Year

IFB 22-004

RELEASE DATE: MAY 2, 2022

CLOSE DATE: MAY 19, 2022

ON OR BEFORE 1:30 P.M.

AUBURN SCHOOL DISTRICT
Purchasing Services
915 4th St. NE
Auburn, WA 98002
253-931-4970

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INVITATION FOR BID #22-004

ASD DAIRY BID

In accordance with Proposal Documents

Sealed proposals in a full and open competition will be received by the Auburn School District, #408 up to but not later than May 19, 2022, 1:30pm (per official District time) to establish a contract for Milk and Dairy Products. This proposal will also allow the district to renew the contract, at its option, in one-year increments through the 2027-2028 school year.

Proposals will be received by Auburn School District in the **Business Office**, located at: 915 4th St. NE, Auburn, WA 98002 until **May 19, 2022, on or before 1:30 p.m.** All proposals must be accompanied by a completed signed Proposal Signature Page.

Proposal documents and Addenda for the IFB #22-004 – ASD Dairy Bid may be obtained through the Purchasing office at (253) 931-4970 or by email at bids@auburn.wednet.edu . **Questions regarding this bid may be directed to: Bruce Merritt, Purchasing Coordinator.** Technical questions that may need to be answered or clarified will be followed up by addenda. Information given verbally is not binding.

PROPOSAL SCHEDULE

- May 2, 2022 – Release of IFB
- May 12, 2022 – Questions Due
- May 13, 2022 – Addenda Released
- May 19, 2022 – Proposal Submissions Due

INTENT OF THIS PROPOSAL

It is the intention of the district to award a contract for MILK & DAIRY PRODUCTS to a single successful bidder for which cost is the primary factor by the Auburn School District on or around May 19, 2022, for deliveries under the contract to commence in July of 2022 or as directed by the Director of Nutrition Services. However, the District reserves the right to award the contract to one or more bidders as is deemed in the best interest of the Auburn School District.

Auburn School District will evaluate all responsive bids. Distribution of this bid or receipt of any bid shall not constitute a commitment by Auburn School District to any or all the bid participants. The district reserves the right to reject any or all bids or by individual item and to waive informalities or irregularities in the bidding process.

The successful Bidder(s) will be notified by the Purchasing Department following the award of the contract by the Auburn School District. Any order made by the district shall be made on a properly executed District purchase order. The bid documents as signed by the Bidder, consisting of these Terms and Conditions, Bid Specifications, plans, and other documents together with the purchase order signed by the district shall be the contract between the parties. In submitting this bid, the Seller warrants to the district that he/she is qualified and possesses adequate facilities, capabilities, and capacities to supply the proper product in adequate amounts for the purposes needed over and above that necessary for

the other business of the bidder and that proper contracts and agreements have been made for the product supply covered in this bid.

BID QUOTATIONS:

The Bidder may bid on any or all items unless the district designates the bid “all or none”. Prices shall include all shipping, handling and packaging costs. Consumption figures are provided only for purposes of estimating the number of products that may be purchased under this contract. No contract will be entered with any firm to furnish definite quantities.

There shall be no unallowable cost provisions (i.e., incentives, investments, and value-added or overly responsive bids/offers) as part of the offer.

DELIVERY

Delivery F.O.B. Auburn School District, with delivery to sites as detailed within this bid document. Specific locations/actual quantities to be specified by the district at the time of order placement. All merchandise is subject to inspection and acceptance by the district prior to final payment. The Bidder shall also assume responsibility for making all necessary adjustments with delivery/freight companies or for replacing any items spoiled, past expiration dates or damaged in transit to the satisfaction of the district.

INVOICES & PAYMENT:

The successful bidder(s) shall submit invoices for merchandise addressed to Auburn School District, Nutrition Services, 915 4th St. NE, Auburn, WA 98002. Payments to vendors are made twice monthly. Payment will not be made in advance for any products or for incomplete orders.

Invoices/order slips shall be provided to delivered locations at the time of delivery, as well as to the department administration for order reconciliation.

Incorrect invoices will be returned unpaid for correction or re-issue. Continual incorrect invoicing will be considered as instances of non-compliance.

COMMERCIAL ELECTRONIC ORDERING SYSTEM:

If available, the district will endeavor to place orders directly to the vendor through a commercial online ordering system provide at no cost from the awarded vendor. The vendor shall provide the customer the information, training and customer service/repair necessary to perform ordering. If a vendor-owned software is furnished, the vendor shall be responsible for its installation and maintenance. All such software will be provided free of charge and shall remain the property of the vendor.

TAXES

Bids are not to include sales tax. The district is NOT exempt from sales tax.

COOPERATIVE PURCHASING:

RCW 39.34 allows cooperative purchasing between public agencies in the State of Washington. Public agencies that have, or in the future file an Interlocal Cooperative Purchasing Agreement with the District may purchase from the district’s contracts, provided that the Contractor has agreed to such participation. Each bidder shall indicate on the attached bid form (Attachment A) whether it will honor other public agency orders in accordance with their contract terms and conditions. The district will not

have any responsibility or liability for orders issued by other public agencies utilizing the district's contract through an Interlocal Agreement. Participation in cooperative activities may allow the bidder the opportunity to work with additional Public Agencies without rebidding. It is the discretion of the bidder as to whether he/she can provide services to the requesting entity.

BUY AMERICAN CLAUSE:

By submitting and signing the proposal/bid, the bidder acknowledges and certifies that his/her company complies with the Buy American provision that the food delivered is of domestic origin or the product is substantially produced in the United States. For these purposes, substantially means over 51% of the processed food is from U.S. produced products. If the bidder is unable to certify compliance with the Buy American provision, the bidder shall state this in his/her response and provide an explanation as to why it cannot certify compliance.

SPECIFICATIONS FOR MILK & DAIRY PRODUCTS

CONTRACT TERM:

The subsequent awarded contract will be for the period of July 1, 2022, through June 30, 2023, with an opportunity to renew the contract for four additional years. The district will annually review its Dairy needs, the performance of the awarded contractor, and at its discretion, authorize the annual renewal of this bid.

PRICING & ESCALATION:

All pricing shall be firm for 30 days, after which time prices for milk may increase or decrease in accordance with changes in the Class I raw milk prices based on the monthly Federal Milk Order (FMO) Announcements for the Pacific Northwest. Proposals and any subsequent contract are priced based on a BID MARGIN and FMO structure.

Contract/invoiced Pricing will reflect the contractor's actual "landed cost" in effect at time of order placement plus an allowable mark-up. The "landed cost" is defined as the actual invoice cost of a product at the contractor's distribution point. The mark-up is defined as a firm fixed price, must be offered as a dollar amount, which represents all elements of the contract price other than the landed cost. The mark-up typically consists of the bidder's projected general and administrative costs, overhead, packaging costs, and transportation costs to the end-user's location as well as all fuel costs and any other projected expenses. Excluded from this price are optional prompt payment discounts.

Adjustments in mark-up will be considered on a yearly basis only, consistent with contract commencement date. Forty-five days' notice of the increase shall be provided to the procurement coordinator, to be accompanied by sufficient documentation to warrant the adjustment.

DELIVERIES:

The preferred delivery time to school buildings is not earlier than 6:30am and not later than 10:30am if it is being delivered for the use on the current day. It may be delivered at later times if it is being delivered for the use the following day and at such a time that has been mutually agreed upon between the contractor and the district. The frequency of deliveries must meet the needs of the district, i.e. twice weekly, every other day. The district and the awarded contractor will work together to successfully plan a delivery schedule that will be mutually agreeable.

The contractor(s) must place dairy products in the delivery location coolers immediately upon delivery. Products shall not be left on receiving docks, shelves or non-refrigerated areas.

The Summer Lunch Program, which begins after school is out for the summer, requires delivery during June, July, and August. Delivery locations, start & end dates, and frequency will be determined by the district later and are likely to vary slightly from year to year.

All milk cases shall be washed and sterilized daily by the awarded contractor. Firms submitting a bid must familiarize themselves with conditions relating to the delivery of milk at each school building. A list of schools and addresses is attached for your convenience.

A separate delivery slip is required by each site with each delivery. Each site requires a separate invoice.

PACKAGING:

Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulation promulgated there under. USDA nutritional labels shall be included on products delivered to institutions requesting this labeling (such labeling is mandatory for customers receiving National School Lunch Program reimbursement). Shipping containers shall follow the National Motor Freight Classification and Uniform Freight Classification Code.

Items shall be packed in single or multi-service shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable. Individual shipping cartons shall be labeled with the name of the ordering agency, order number, contract number, contractor, state stock numbers, and where applicable, date of manufacture, batch number, storage requirements, conditions, and recommended shelf life. Proposers are encouraged to offer product packaging with recycled content.

Products for individual facilities must be segregated. The intention is to provide expeditious off loading and delivery to the customer.

All dairy products must be delivered in refrigerated trucks only. The temperature of the dairy products upon delivery must not be warmer than 40 degrees Fahrenheit. Any dairy product

delivered that does not conform to this requirement will be returned at the contractor's expense.

SHORTAGES & SUBSTITUTIONS

One hundred percent (100%) fill-rate is expected on all dairy product orders. **Prior to scheduled delivery**, the supplier will notify the Nutrition Services administration office or designated representative of any inventory or marketplace shortage. Orders will need to be updated and recorded to say "routed to central nutrition services office for planning"

NOTE: Shortages refer not only to lack of product availability in general, but also to lack of availability of specific grades and sizes as set forth in the Contract award.

The Director of Nutrition Services or designated representative must authorize any substitution. Each Purchaser is considered a **no substitute** customer. Automatic substitution by the Contractor **is not** acceptable and will be considered an unauthorized order and an instance of non-compliance. Such substitutions will be rejected at the Contractor's expense. Repeated instances of excessive and unauthorized substitutions will be grounds for contract termination.

In the event of shortages, communication needs to be routed directly to the Nutrition Services administration office.

Delivery receipts/invoices: All shortages will be noted and identified on the delivery receipt/invoice by the Contractor's driver and the authorized institution representative. Invoices shall be adjusted accordingly.

PRODUCT

Dairy products must be produced, handled, and transported in a sanitary manner and must follow all requirements of the King County Health Department. Milk ½ pints will be supplied in thoroughly sanitary paper cartons, pasteurized, homogenized, and fortified with Vitamin D.

The district and the awarded contractor will work cooperatively to reduce the quantity of product leftover prior to extended school breaks and at the end of the school year.

Inspection at the time of delivery is for the sole purpose of identification. Such inspection shall not constitute final acceptance. All deliveries are subject to a final inspection for the purpose of verifying specified quality and quantity within a reasonable amount of time after receipt at destination.

The Purchaser reserves the right to, (1) reject items warmer than 40 degrees Fahrenheit, (2) reject any product that is visibly damaged, (3) reject any unauthorized substitutions (reference Section II), (4) reject any unauthorized delivery.

If a purchaser rejects an item for not meeting the quality or freshness specification the Contractor is required to replace the item(s) within 24 hours of rejection (reference Section II). The

purchaser may request an USDA inspection, at the Contractor's expense, of any dairy product item of questionable quality or freshness.

The contractor will pick up all items rejected at the time of delivery within 24 hours of delivery. All pickups of rejected dairy products will be coordinated, scheduled and authorized by a designated institution representative. Any cost incurred by the institution as a result of this process will be at the expense of the Contractor.

The district reserves the right to inspect Contractor delivery trucks and premises for cleanliness. Unsatisfactory conditions will be reported to appropriate state or county health authorities and the State Procurement Officer. The outcome of the inspection as well as the response and corrective action by the Contractor will be documented in the Procurement Coordinator's contractor files.

Shelf Life:

All products furnished shall be dated to provide adequate shelf life for normal use. Milk and cream shall have a minimum shelf life of 7 days from the day of delivery. Cottage Cheese, cheese, yogurt, sherbet and ice cream shall have a minimum of 14 days.

//END OF SECTION//

BID PRICING FOR DAIRY AND OTHER PRODUCTS

Unit prices for milk bid shall be based upon the May 2022 USDA, published; hundred weight cost for the State of Washington (PNW Federal Milk Order 124). Please provide the bid margin as a separate line item on your proposal below.

Bid Margin:

The bid margin shall include freight costs, gross profit, and all charges assessed by the company on customer purchases. The Bid Margin shall exclude all taxes. The Bid Margin is defined as the **“amount in dollars and cents per unit of the difference in the selling price to the Auburn School District OVER the bidders landed cost of Class I raw milk prices based on the monthly Federal Milk Order (FMO) Announcements for the Pacific Northwest”**.

EXAMPLE:

If the Bidder’s FMO landed unit cost for “Product A” is \$4.50 and if your selling price to the district will be \$5.50, your Bid Margin is \$1.00 (\$5.50-\$4.50=\$1.00). The amount you enter in the section above for this bid would be the Bid Margin of **\$1.00**. This Bid Margin is a fixed amount for the duration of the contract and any renewals, unless otherwise allowed.

DAIRY PRODUCTS:

ITEM #	Est. Qty (2 weeks)	Description	Size	UNIT PRICE	BID MARGIN *
1		1% White, Dispenser Milk	4 Gallon Bag		
2		FF Chocolate, Dispenser Milk	4 Gallon Bag		
3		Milk, White, Nonfat	½ Pint		
4	53,592	Milk, White, 1%	½ Pint		
5	92,204	Milk, Chocolate, Nonfat	½ Pint		
7		Milk, White, 1%	1 Gallon		
8	500 ea	Milk, Nonfat or 1% Lactose Free	1/2 Pint (Preferred), 1 Gallon or ½ Gallon (Specify)		
9		Milk, Soy	Quart or other (specify)		
10	70 qt or 35 ½ gal	Milk, 1%, Quart or ½ Gallon (for ECEAP programs) 1Quart or other (specify)	Quart or other (specify)		
11		Milk, Rice	Quart or other (specify)		

OTHER PRODUCTS:

ITEM #	Est. Qty (2 weeks)	Description	Size	Unit Price	Bid Margin *
12		Apple juice, 100%	Case of 96, 4oz/ea.		
13		Orange Juice, 100%	Case of 96, 4oz/ea.		
14		Grape Juice, 100%	Case of 96, 4oz/ea.		
15		Yogurt, Low Fat Flavored	1 Quart or other, please specify		
16		Reduced Fat Sour Cream	5LB		
17		Frozen Fudge Bar	Each		
18		Low-fat Ice Cream Bar	Each		
19		Low-fat Ice Cream Sandwich	Each		
20		Butter	1LB/30cs.		
21		1% Cottage Cheese	5LB		

Other products: _____% (percentage mark-up over landed cost)

Minimum Delivery per location (if any): \$ _____

The signature below certifies this proposal bid pricing for the IFB 22-004 – ASD Dairy 2022:

SIGNATURE:

PRINT NAME &

TITLE:

DATE:

Addenda Acknowledgement to be completed only if Addenda has been issued and received:

Receipt of Addendum # _____ is hereby acknowledged.

SIGNATURE:

DATE:

Receipt of Addendum # _____ is hereby acknowledged.

SIGNATURE:

DATE:

RENEWAL OPTIONS FOR MILK & DAIRY PRODUCTS

The Auburn School District will annually evaluate its dairy needs, the terms of this contract, and the performance of the awarded contract and determine whether to wish to exercise an option to renew the contract.

Does bidder agree to renewal terms for the following additional years?

Offer of renewal for 2023-2024 year: Yes: _____ No: _____ (check one)

Offer of renewal for 2024-2025 year: Yes: _____ No: _____ (check one)

Offer of renewal for 2025-2026 year: Yes: _____ No: _____ (check one)

Offer of renewal for 2026-2027 year: Yes: _____ No: _____ (check one)

Proposer knows or should have known of the facts and circumstances upon which the Protest is based. In no event shall a Protest be considered if all Proposals are rejected or after board approval and/or the award of the Contract.

Determination of Protest

Upon receipt of a timely written Protest, the Manager shall investigate the Protest and shall respond in writing to the Protest prior to the award of contract. Except as provided below, the decision of the Manager shall be final.

Failure to Comply

Failure to comply with the procedures set forth herein may render a Protest untimely or inadequate and may result in rejection thereof by the district.

DELIVERY LOCATIONS AND FREQUENCIES FOR MILK & DAIRY PRODUCTS

ELEMENTARY SCHOOLS	
Alpac Elementary	310 Milwaukee Blvd N Pacific, WA 98047
Arthur Jacobsen Elementary	29205 132nd Avenue SE Auburn, WA 98092
Bowman Creek Elementary	5701 Kersey Way SE Auburn, WA 98092
Chinook Elementary	1825 K Street SE Auburn, WA 98002 (Temporary Address)
Dick Scobee Elementary	1031 14th St NE Auburn, WA 98002
Evergreen Heights Elementary	5602 South 316th Auburn, WA 98001
Gildo Rey Elementary	1005 37th Street SE Auburn, WA 98002
Hazelwood Elementary	11815 SE 304th Street Auburn, WA 98092
Ialko Elementary	301 Oravetz Pl SE Auburn, WA 98092
Lakeland Hills Elementary	1020 Evergreen Way SE Auburn, WA 98092
Lake View Elementary	16401 SE 318th Auburn, WA 98092
Lea Hill Elementary	13002 SE 304th Street Auburn, WA 98092 (Temporary)
Pioneer Elementary	2301 M Street SE Auburn, WA 98002
Terminal Park Elementary	1101 D Street SE Auburn, WA 98002
Washington Elementary	20 E Street NE Auburn, WA 98002
Willow Crest Elementary	TBD
MIDDLE SCHOOLS	
Cascade Middle School	1015 24th Street NE Auburn, WA 98002
Mt. Baker Middle School	620 37th Street SE Auburn, WA 98002
Olympic Middle School	839 21st Street SE Auburn, WA 98002
Rainier Middle School	30620 116th Avenue SE Auburn, WA 98092
HIGH SCHOOLS	
Auburn High School	711 East Main Street Auburn, WA 98002
Auburn Riverside High School	501 Oravetz Road Auburn, WA 98092
Auburn Mountainview High	28900 124th Avenue Southeast Auburn, WA 98092

Delivery Schedule for all locations: Every Tuesday and every Friday, between 6:30 AM and 10:00 AM.

Delivery schedules may be altered during the school year and may be negotiated for mutual agreement with the awarded bidder(s). Deliveries may be cancelled due to holidays, non-student days, school breaks (i.e. spring break), etc.

Occasionally, the District may place an order for delivery to our Support Services Warehouse:

Nutrition Services Warehouse	1302 4 th Street SW, Auburn, WA 98001
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ATTACHMENT A

COOPERATIVE PURCHASING AUTHORIZATION PAGE FOR MILK & DAIRY PRODUCTS

RCW 39.34 allows cooperative purchasing between public agencies in the State of Washington. Public agencies that have, or in the future file an Interlocal Cooperative Purchasing Agreement with the District may purchase from the district's contracts, provided that the Bidder has agreed to such participation. Each bidder shall indicate on the bid form whether it will honor other public agency orders in accordance with the contract terms and conditions. The district will not have any responsibility or liability for orders issued by other public agencies utilizing the district's contract through an Interlocal Agreement.

1. As per the terms and conditions of this contract, will the Bidder allow public agencies with executed Interlocal Cooperative Purchasing Agreements with Auburn School District purchase from this contract?

Yes _____ No _____ (check one)

If yes, Bidder will have opportunity to review ability to perform/deliver to requesting agencies prior to commencement of services.

ATTACHMENT B

**Certification Regarding Debarment, Suspension,
Proposed Debarment and Other Responsibility Matters**

*** The Following Must be Completed ***

_____ certifies that to the best of their knowledge/belief that neither _____ nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department.

“Principals”, for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).

_____ shall provide immediate written notice to Franklin Pierce if at any time during the term of this Agreement, including any renewals hereof, if such certification was erroneous when made or has become erroneous by reason of changed circumstances. Based on such notification, or if Auburn School District should determine at any time that this certification is false, Auburn School District reserves the right to review the status of the organization and if necessary, terminate this agreement.

Should our company enter into a covered transaction with another person at the next lower tier, we agree by signing this agreement that we will verify that the person with whom we intend to do business is not excluded or disqualified. We will do this by:

- (a) Checking the federal System for Award Management (www.sam.gov); or
- (b) Collecting a certification from that person if allowed by this rule; or
- (c) Adding a clause or condition to the covered transaction with that person.

We agree by signing this agreement that we 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. 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.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. 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.

Authorized Signature

Date

Printed Name