REQUEST FOR PROPOSAL – Fluid Milk and Dairy

Click or tap to enter a date.

RETURN BY:Click or tap to enter a date.

DURATION OF CONTRACT:Click or tap to enter a date. to Click or tap to enter a date.

I. SCHOOL OBJECTIVES

[Abstract] Public School requests proposals in response to this Request for Proposals (RFP) for milk and dairy products for the Nutrition Services Department. One Distributor will be chosen to negotiate with [Abstract] Public School under the terms of the proposal in effect for school year Click or tap here to enter text..

[Abstract] Public School reserves the right to utilize secondary vendors for products if it is determined to be in the best interest of the school to do so, or in the event the Distributor in unable or unwilling to furnish specific products.

**II**. **PROCEDURAL REQUIREMENTS**

**Proposal Submission**

Submit proposals and direct questions to:

“ Name “, Director of Nutrition Services

[Abstract] Public School

“address”

“city”, ND “zip code”

Ph: “Phone Number” Email: “Email”

Bid packet and samples

Submit one (1) original bid packet in a sealed envelope. The original bid document needs to contain original signatures in ink. Mark envelope "[Abstract] Public School Nutrition Services – Milk & Dairy Bid, attention Click or tap here to enter text.The proposal must include all required documents and signatures. Proof of authority of the person submitting the proposal must be available upon request from [Abstract] Public School.

If [Abstract] Public School determines that there is a discrepancy in or omission from this RFP prior to the opening of proposals, an addendum will be issued to all distributors that have submitted proposals. [Abstract] Public School reserves the right to terminate the bid process and reject all bids.

Calendar of Events

The required dates and times by which actions must be completed and, where applicable, locations are listed in the following chart. If the school determines that it is necessary to change a date or time or location it will issue an addendum to this RFP. Times are local time at the School.

|  |
| --- |
| Calendar of Events – “YEAR” |
| Action | Date/Time |
| RFP released | Click or tap to enter a date. |
| Due date – opening at office of Click or tap here to enter text. | Click or tap to enter a date. |
| Evaluation of RFP’s | Click or tap to enter a date. To Click or tap to enter a date. |
| Board Approval and awarding of contract | Click or tap to enter a date. |
| Pre-implementation meetings with successful vendor as needed | Click or tap to enter a date. |
| New contract starts | Click or tap to enter a date. |

**Terms**

* The agreement(s) resulting from this solicitation will be in effect for an initial term of (1) year beginning Click or tap here to enter text. - Click or tap here to enter text.. The parties by mutual consent may renew the agreement for up to four (4) additional one (1) year periods.

**Products**

* Pasteurized, homogenized, Grade “A” fortified milk products shall conform to all usual specification for homogenized milk, as well as, all specifications and requirements of the U.S. Public Health Service Milk Ordinance and Code. Milk products shall be produced, homogenized, pasteurized, fortified and grade under the supervision of the State Health Department.
* Ingredient and food allergen labels MUST be submitted along with RFP submission.
* Product samples must be provided to the district free of charge upon request during the RFP evaluation process within 72 hours of request.

**Service Requirements**

* Methods used to submit purchase orders and length of notice prior to the expected delivery will be negotiated with the successful vendor.
* No damaged or expired packages will be accepted. Credits will be given on damaged or expired products received in error.
* Products must be packaged in crates or in a manner that facilities storage and service at the school entities.
* No substitutions will be allowed without authorization by the Nutrition Services Department.

**Reports**:

* Upon request, distributor will provide monthly product purchase reports, and summary information at the end of the contract period.
* [Abstract] Public School must be notified promptly if there are changes in ingredients or nutrition information to products throughout the duration of the contract. [Abstract] Public School retains the right to change vendors for any product that is modified and deemed no longer acceptable by [Abstract] Public School.

**Pricing – Fluid Milk**

* Set Minimum Price [Abstract] Public School recognizes the ND Milk Marketing Board functions to set minimum wholesale and retail prices for milk products. Prices are established bi-annually for application to the K-12 segment. K-12 minimum prices are set and applied for the months of August through January and for February through July.
* Fixed Fee [Abstract] Public School seeks pricing based on a fixed Fee structure. Fixed fee is defined as the fee or upcharge the vendor needs to add to the minimum price set by the Milk Board to cover costs and profit. The vendor shall bid the fixed fee that will be applied to the minimum prices less the volume discount when applicable. The quoted Fixed Fee shall be held firm for the duration of the annual contract.
* All product bids must be the price for the unit of measure specified for that item. The bidder is responsible for clearly noting any differences in the proposed packaging and/or units of measure in the bid response.
* For each specified item, an estimated annual usage will be provided to calculate an annual cost to the district. The estimate is based on past usage and is not a guarantee of purchase.

**Pricing – Dairy Products**

* [Abstract] Public School seeks a bid price per each specified unit that reflects the final cost of the unit to the district.

* All product bids must be the price for the unit of measure specified for that item. The bidder is responsible for clearly noting any differences in the proposed packaging and/or units of measure in the bid response.
* For each specified item, an estimated annual usage will be provided to calculate an annual cost to the district. The estimate is based on past usage and is not a guarantee of purchase.

**Pricing – Anticipated Financial Impact**

* [Abstract] Public School will calculate the anticipated financial annual impact to the district by multiplying the anticipated annual usage by the quoted unit prices. Cost for fluid milk category and dairy products category will be added together to get the total sum financial impact to the district.

##### Evaluation Criteria

* This is a negotiated procurement and as such, award will not necessarily be made to the vendor submitting the lowest priced proposal. Award will be made the vendor submitting the best responsive proposal satisfying the District’s requirements.
* The District will evaluate each vendor’s proposal in the areas listed below along with possible points awarded. The vendor with the highest overall cumulative score will be awarded the contract.

Evaluation Criteria

|  |  |  |
| --- | --- | --- |
| Financial Proposal | Pricing proposal resulting in the lowest financial cost to the district | 40 points |
| Product Quality and Acceptability | -quality and nutritional integrity-ability to meet district’s expectations for acceptability by utilizing sampling methods determined by the district | 20 points |
| Services and Vendor Capabilities | vendor’s ability to meet service requirements | 20 points |
| 80 points (maximum possible awarded points) |

**Insurance**

Distributor shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance and Property Damage Insurance, Workers Compensation Insurance, and Automobile Liability Insurance.

Distributor shall provide certificates of insurance. Should any required insurance be cancelled before the expiration date, the issuing company will mail 30-days written notice to [Abstract] Public School.

**Taxes**

[Abstract] Public School is a tax exempt, non-profit organization. [Abstract] Public School will provide Tax ID upon request.

**Buy American**

[Abstract] Public School participates in the National School Lunch Program is required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic products are those that are produced in the United States and those that are processed in the United States substantially (at least 51 percent) using agricultural commodities produced in the United States.

**Purchasing Code of Conduct**

[Abstract] Public School seeks to conduct all procurement procedures in compliance with stated regulations and to prohibit conflicts of interest and actions of employees engaged in the selection, award, and administration of contracts.

**Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded**

If the negotiated contract exceeds $25,000, Distributor certifies that neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.

**Other Federally Required Contractual Provisions**

If the contract exceeds $2,500, Distributor is required to comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented.

If the contract exceeds $10,000, Distributor is required to comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60), If the contract exceeds $100,000, Distributor will be required to comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Distributor shall report all violations to the grantor agency and to the USEPA Administrator for Enforcement (EN-329).

**Right to Terminate Contract**

[Abstract] Public School and the Distributor has the right to terminate the contract by giving written notice thirty (30) days in advance of termination. In the event any provisions of contract are violated by the Distributor, [Abstract] Public School may serve written notice upon the Distributor setting forth violations and demanding compliance with the contract. Unless within (30) thirty after serving such notice, such violations shall cease and satisfactory arrangements for corrections be made, the school may terminate the contract immediately by serving written notice upon the Distributor.

**INSTRUCTIONS TO DISTRIBUTOR**

**Proposal Format**

**Section 1 – Summary of company and experience**

**Section 2 – Summary of Products**

* extent to which product requirements can be met
* any product requirement that the vendor cannot meet must be noted
* attach Ingredient label, CN, and allergen label for each bid item

**Section 3 – Summary of Service**

* extent to which service requirements can be met
* any service requirements that the vendor cannot meet must be noted

**Section 4 – Bid Pricing Sheet**

* in RFP, refer to sections: Pricing – Fluid Milk, Pricing – Dairy Products, and Pricing – Anticipated Financial Impact
* complete

**Section 5 – Bid Proposal Cover Sheet**

* complete

**BID PRICING SHEET**

[Abstract] **Public School Milk and Dairy RFP**

**Company Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Product Specification** | **Unit Pack Size** | **ND Milk Marketing Board Set Minimum Price per unit**  | **Vendor’s quote for per unit fixed fee (to 4 decimals)** | **Estimated school year usage per unit** | **Estimated annual price paid**Calculation to be completed by vendor, math will be checked |
| 1% white milk | Half pint, paper carton | Click or tap here to enter text. | + $ | Click or tap here to enter text. |  |
| Skim white milk | Half pint, paper carton | Click or tap here to enter text. | Click or tap here to enter text. |  |
| Skim Chocolate milk | Half pint, paper carton | Click or tap here to enter text. | Click or tap here to enter text. |  |
| Whole milk white | Half pint, paper carton | Click or tap here to enter text. | Click or tap here to enter text. |  |
| Skim white milk | Plastic gallon container | Click or tap here to enter text. | Click or tap here to enter text. |  |
| Buttermilk | ½ gallon container, paper or plastic | Click or tap here to enter text. (paper)Or Click or tap here to enter text. (plastic) (circle package used for bid) | Click or tap here to enter text. |  |
| Estimated Annual cost of dairy products to the district | Subtotal |  |
| **Product Specification** | **Unit Pack Size** | **Vendor’s fixed price per unit** | **Estimated school year usage per unit** | **Estimated annual price paid** Calculation to be completed by vendor, math will be checked |
| Cottage Cheese, 2% | 5 lb  | $ | Click or tap here to enter text. |  |
| Sour Cream, Light | 5 lb | $ | Click or tap here to enter text. |  |
| Yogurt, nonfat, vanilla | 5 lb | $ | Click or tap here to enter text. |  |
| Yogurt, nonfat, strawberry | 5 lb | $ | Click or tap here to enter text. |  |
| Yogurt, light, assorted flavors | 6 oz | $ | Click or tap here to enter text. |  |
| Estimated Annual cost of dairy products to the district | Subtotal |  |
| Estimated Annual cost of fluid milk & dairy | Total |  |

##### [Abstract] PUBLIC SCHOOL NUTRITION SERVICES

##### Fluid Milk and Dairy – Cover Sheet

***DUE:*** Click or tap to enter a date.

The undersigned hereby offers to provide service for products as specified in this proposal for the period ofClick or tap to enter a date. ***-*** Click or tap to enter a date.

I understand that the [Abstract] Public School reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of sixty (60) days from the time of opening of the proposal.

DISTRIBUTOR NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DISTRIBUTOR ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of authorized representative

PRINTED NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FAX NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-MAIL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_