



Aberdeen School District

*Our Children,
Our Schools,
Our Future*

216 North G Street
Aberdeen, WA 98520
360-538-2000
Fax 360-538-2014
www.asd5.org

Invitation to Bid Milk and Dairy Products

Notice is hereby given that bids will be received for Fresh Milk and Dairy Products for the 2020-2021 school year for the Aberdeen public schools. Deadline for submission of bids is 2:00 p.m. Friday, August 7, 2020 at the Administration Office of the Aberdeen School District No. 5, located at 216 North G Street, Aberdeen, Washington, at which time all bids will be publicly opened.

No vendor may withdraw or alter their bid after the hour set for the opening until and unless the award of the contract is delayed for a period of more than thirty (30) days from the date of opening.

The Board of Directors of the Aberdeen School District No. 5 reserves the right to reject any or all bids and to waive all informalities in the bidding and to accept the bid deemed best for the school district.

Publish: The Daily World
July 22, 2020
July 29, 2020

ABERDEEN SCHOOL DISTRICT NO. 5
Aberdeen, Washington

INSTRUCTIONS TO BIDDERS

Definitions and Interpretation:

1. Interpretation - Questions regarding specifications should be addressed to Bids, Aberdeen School District No. 5, 216 North G Street, Aberdeen, Washington, 98520, by calling 360-538-2012 or by emailing adiel@asd5.org. All questions and answers will be posted online with the bid packet at www.asd5.org.
2. Submission Of Bid - Bid shall be enclosed in a sealed envelope with the name of bidder on the upper left-hand corner and name of the project across the bottom. All bids shall be made on bid forms provided or the bid will not be accepted.
3. Bid Form - When submitting bid form, include only those pages where quotations, signatures, dates, and additional information is required or requested.
4. Signature - Each bid must be signed by the bidder with his/her usual signature. Bids by partnerships must be signed with the partnership name by one of the partners, followed by the signature and designation of the partner signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the State of Incorporation and by the signature of the president, secretary or other person authorized to bid in the matter and the corporate seal must be affixed. The name of each person signing shall be typed or printed below the signature.
5. Brand Name or Model – Brand names, grade, model numbers, etc. where specified, must be supplied at the time of bidding or the bid will not be considered.
6. Alternates - Alternates will be considered if properly and adequately described unless “No Substitutes” specifically stated in bid specifications. However, the alternate item bid is expected to meet or exceed specifications. Bidders submitting alternates shall accompany their bid with photos, and full specifications describing the alternate.
7. Prices – Shall be quoted ON A PER UNIT BASIS as specified on bid document and shall be F.O.B. Aberdeen, Washington. Bids shall not include sales tax. Prices bid shall be firm for a period of 120 days following bid opening.
8. Samples – Samples, if necessary, shall be available upon request by the school district.
9. Quantities – Quantities indicated or estimated are subject to increase and decrease as determined by the school district.

INSTRUCTION TO BIDDERS

Consideration of Bid:

1. Opening of Bids - All Bids will be opened publicly and read aloud at the time and date specified in the Invitation to Bid. No vendor may withdraw or alter his bid after the hour set for the opening until and unless the award of the contract is delayed for a period of more than thirty (30) days from the date of opening.
2. Late Bids - Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
3. Bid Award - Bid will be awarded to the lowest, most responsible bidder as defined in RCW 43.19.1911 (9). The Aberdeen School District No. 5 reserves the right to reject any or all bids and to waive all informalities in the bidding or to accept the bid deemed best for the school district.
4. Rejection of Bids - Changes in or additions to the bid form or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation. No oral or telephonic modifications of any bid submitted will be considered.
5. Bid Errors – A bidder who claims a bid error and fails to enter into a contract is prohibited from bidding on the project if a subsequent call for bids is made.
6. Protest of Bid Award – Any contractor protesting a bid must file the protest in writing within two full business days following bid opening. If a written protest is filed, the district will not execute a contract without first giving the protesting contractor a two-day notice of intent to execute the contract.

Post-Bid Information:

1. Delivery - Delivery of material will be F.O.B. Aberdeen School District. Vendor must include any shipping/delivery cost within the base bid. Proposed delivery schedule shall be included with submission of bid. Final delivery schedule of successful bidder will be coordinated with the Food Service Supervisor.
2. Invoices And Payments - Invoices will be included at the time of delivery. Delivery receipts must be signed by an authorized school district employee.

ABERDEEN SCHOOL DISTRICT NO. 5
216 North G Street
Aberdeen, WA 98520

BID: FRESH MILK AND DAIRY PRODUCTS 2020-2021

Bid Opening Date:

The Aberdeen School District is soliciting bids to provide Fresh Milk and Dairy Products for the 2020-2021 school year. Bids will be received until 2:00 p.m. on Friday, August 7, 2020, at the Administration Office of the Aberdeen School District No. 5, located at 216 North G Street, Aberdeen, Washington, 98520, at which time all bids will be publicly opened.

The Aberdeen School District hereby notifies all interested parties that minority and/or women owned business enterprises will be afforded full opportunity to submit proposals and will not be discriminated against on the grounds of race, color, sex, or national origin.

Specifications:

Milk deliveries will begin at the start of the school year. Access is limited during non-school days. A copy of the school calendar is included with specifications. Questions regarding the specifications should be directed to Jaime Matisons, 360-538-2256.

Product:

All products when delivered will be fresh and of high quality. The requested 8 oz. milk products shall be delivered in cases not to exceed 40 pounds and shall have an accurate count.

Any milk reported by the District as unsatisfactory due to taste, consistency, color, or containing foreign objects, will be picked up within 24 hours by the dairy. The dairy is responsible for analyzing these problems and notifying the Food Service Supervisor, in writing, the results of the findings.

Milk Cases:

Cases in which the milk is packed for delivery to the schools must be of the same size (capacity); i.e., the number of milk units packed in all milk cases must be the same.

Milk cases must be steam cleaned and sanitized at the dairy before re-packing with milk.

Credits:

Unused milk units may be left at the buildings under refrigeration except during winter, mid-winter, and spring or other vacation days, or during any other period where school is closed for longer than five days due to unforeseen circumstances. Full credit shall be given for unused milk units during any of the above periods. Sour milk and leakers are to be replaced by the dairy. The District will make a reasonable attempt

with the successful bidder to minimize the amount of credit milk at the vacation period(s).

Delivery Locations:

Quantities listed are approximate, 20 operating days per month, and could be increased or decreased as much as 20 percent. The District shall not be obligated to accept delivery of more or less milk or milk products than is actually requested.

Deliveries will be required at the following locations:

Aberdeen High School	410 North G Street
A. J. West Elementary	1801 Bay Avenue
McDermoth Elementary	409 North K Street
Robert Gray Elementary	1516 North B Street
Stevens Elementary	301 S. Farragut
Miller Junior High	100 E. Lindstrom

Deliveries will need to be coordinated with the cook at each building. Daily deliveries should be no later than 11:00 a.m. on school days. The Aberdeen School District will consider exceptions to the delivery schedule upon special request of the successful bidder. Bidders proposed delivery schedule must be attached to bid proposal.

Term of Supply Agreement:

Deliveries are to be made as needed for school days between approximately August 28, 2020, and August 25, 2021, and for any summer programs or regular instructional Outdoor Education Camp as designated by the Board of Directors.

Buy American:

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

By submitting and signing the proposal/bid, the Bidder acknowledges and certifies that their 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 their response and provide an explanation as to why it cannot certify compliance.

Evaluation Criteria:

The contract will be awarded to the lowest responsive and responsible Bidder, with price being the primary factor. Evaluation criteria will be broken down as follows:

- Price – 85 points
- Location – 15 points

Contract Termination:

In the event that any of the provisions of this contract are violated by the Bidder, the District may serve written notice upon the Bidder of their intention to terminate such contract for cause and convenience, such notice to contain the reason for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Bidder such violation shall cease and satisfactory arrangement for correction be made, the contract shall upon expiration of said (10) days, cease and terminate. In the event of any such termination, the District shall immediately serve the notice thereof upon the Bidder in default, and procure all materials or services involved in the contract from other sources; and the Bidder shall be liable to the District for any excess cost occasioned the District thereby. The District reserves the right to switch to second highest rated vendor for the next year(s).

District Code of Conduct:

Per RCW 42.23.030 – 42.23.04, the Aberdeen School District Policy No. 6230 states that all business and financial transactions must be carried out in conformity with the law and consistent with sound ethical practices. The full Policy No. 6230 can be found at www.asd5.org.

Suspension and Debarment Statement:

All Bidders are required to submit certification with bid form 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.

Lobbying

All Bidders are required to submit certification with bid form that they have not used federal funds to participate in lobbying activities.

ABERDEEN SCHOOL DISTRICT NO. 5

Milk and Dairy Bid 2020-2021

BID OPENING: August 7, 2020 - 2:00 p.m.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT SIZE	BID PRICE
1.	<u>1% LOW FAT MILK</u> , unflavored, Grade A, pasteurized and homogenized, cartons only, Vitamins A and D added	Approx. 250,000	8 oz. carton	
2.	<u>2% LOW FAT MILK</u> , unflavored, Grade A, pasteurized and homogenized, cartons only, Vitamins A and D added	Approx. 18,000	8 oz. carton	
3.	<u>SKIM MILK</u> , unflavored, Grade A pasteurized and homogenized, cartons only, Vitamins A and D added	Approx. 12,000	8 oz. carton	
4.	<u>CHOCOLATE or STRAWBERRY FLAVORED MILK</u> Non fat, Vitamins A and D added, cartons only,	Approx. 190,000	8 oz. carton	
5.	<u>COTTAGE CHEESE - NON FAT</u> , Creamed in 5 pound carton	Approx. 1,200 pounds	5# carton	
6.	<u>NO FAT SOUR CREAM</u> , 5 pound carton	Approx. 500 pounds	5# carton	
7.	<u>LIGHT SOUR CREAM</u> 5 pound carton	Approx 500 pounds	5# carton	
8.	<u>FAT FREE CHOCOLATE MILK</u> 4-5 gallon bag for milk dispenser	Approx 6,000 servings	4-5 gallon bag	
9.	<u>1% LOW FAT MILK</u> 4-5 gallon bag for milk dispenser	Approx 2,500 servings	4-5 gallon bag	

Signed _____

ABERDEEN SCHOOL DISTRICT NO. 5

Milk and Dairy Bid 2020-2021

The undersigned agrees to all stipulations included in the specifications and to deliver items specified at the prices listed.

Proposed delivery schedule is attached to this bid sheet. _____

Estimated Contract Value _____

Debarment Certification Enclosed _____

LEGAL Name of Vendor _____

Signature _____ Name Printed _____

Address _____ Phone _____

_____ FAX _____

_____ Date _____

2020-21 Aberdeen School District Calendar

August 2020				
M	T	W	R	F
3	4♣	5	6	7
10	11	12	13	14
17	18♣	19	20	21
24	25	26	27	28
31				

September 2020				
M	T	W	R	F
	1♣	2	3	4
7	8	9	10	11
14	15♣	16	17	18
21	22	23	24	25
28	29	30		

October 2020				
M	T	W	R	F
			1	2
5	6♣	7	8	9
12	13	14	15	16
19	20♣	21	22	23
26	27	28	29	30

November 2020				
M	T	W	TH	F
2	3♣	4	5	6
9	10	11	12	13
16	17♣	18	19	20
23	24	25	26	27
30				

December 2020				
M	T	W	TH	F
	1♣	2	3	4
7	8	9	10	11
14	15♣	16	17	18
21	22	23	24	25
28	29	30	31	

January 2021				
M	T	W	TH	F
				1
4	5♣	6	7	8
11	12	13	14	15
18	19♣	20	21	22
25	26	27	28	29

August 2020
31 Professional Development

September 2020
01 Professional Development
02 First Day of School
07 Labor Day / No School

November 2020
11 Veterans Day / No School
25-27 Thanksgiving Holiday

December 2020
18 Early Release
21-31 Winter Break

January 2021
01 New Years Day Holiday
18 Martin Luther King, Jr. Holiday

February 2021
15 Presidents Day Holiday
16 Professional Development
No School

April 2021
5-9 Spring Break

May 2021
07 Possible Weather Makeup Day
31 Memorial Day Holiday

June 2021
15 Last Day / Early Release

09/23 Collaboration-Early Release
10/28 Collaboration-Early Release
12/09 Collaboration- Early Release
01/13 Collaboration-Early Release
02/10 Collaboration-Early Release
03/10 Collaboration-Early Release
04/14 Collaboration- Early Release
05/12 Collaboration-Early Release

♣ Denotes Board meeting date

February 2021				
M	T	W	TH	F
1	2♣	3	4	5
8	9	10	11	12
15	16♣	17	18	19
22	23	24	25	26

18 / 110 Days

March 2021				
M	T	W	TH	F
1	2♣	3	4	5
8	9	10	11	12
15	16♣	17	18	19
22	23	24	25	26
29	30	31		

23 / 133 Days

April 2021				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20♣	21	22	23
26	27	28	29	30

17 / 150 Days

May 2021				
M	T	W	TH	F
3	4♣	5	6	7
10	11	12	13	14
17	18♣	19	20	21
24	25	26	27	28
31				

19 / 169 Days

June 2021				
M	T	W	TH	F
	1♣	2	3	4
7	8	9	10	11
14	15♣	16	17	18
21	22	23	24	25
28	29	30		

11 / 180 Days

July 2021				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20♣	21	22	23
26	27	28	29	30

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier
Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, participants' 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 THAT FOLLOW)

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.

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 of Project Name

Name and Title(s) of Authorized Representative

(Signature(s))

(Date)



OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION - Child Nutrition Services
 PO BOX 47200 · OLYMPIA WA 98504-7200
 360-725-6200 · TTY 360-664-3631

**Child Nutrition Programs
 CERTIFICATION REGARDING LOBBYING**

United States Department of Agriculture (USDA) regulation, 7 CFR 3018, governing lobbying, requires that any entity that enters into an agreement to operate one or more of the Child Nutrition Programs (CNP) and receives over \$100,000 in federal funds for any programs (i.e. Department of Education Grants or Child Nutrition Programs) must complete and submit, on an annual basis, a certification Regarding Lobbying form.

Licensed Education Agencies (LEAs) who receive more than \$100,000 in federal funds must complete the form by signing it. Do not check the box on the form.

If you receive less than \$100,000 in federal funds, complete the form by checking the "N/A" box, signing the form, and returning it.

If you are unsure of the amount of federal funding the LEA receives, please check with your business manager before completing the forms.

Applicable to grants, subgrants, cooperative agreements, and contracts exceeding \$100,000 in federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Check here if the organization does not receive more than \$100,000 in federal funds. Complete the information below and return this form with your application.

 Name/Address of Organization or LEA

Child Nutrition Programs

 Name FNS Grant/Cooperative Agreement

 Signature

 Name/Title

 Date