

NOTICE TO BIDDERS

The Food Service Department of the Marshalltown Community School District invites written sealed bids to furnish **milk and/or juice** to all District school locations for the time period of August 14, 2023 – August 09, 2024 with four (4) optional additional annual renewals.

Location and Availability of Bidding Documents: The required Request for Bid – Milk documents may be obtained at the Marshalltown Community School District Food Service Office, 1002 S. 3rd Avenue, Marshalltown, Iowa. Office hours are 7:30am – 4:00 pm. from June 27, 2023 – July 14, 2023. Documents may also be requested via email.

Bids will be opened at 2:00 pm, Central Daylight Time, Monday, July 17, 2023 at the Marshalltown Community School District Food Service Office, 1002 S. 3rd Avenue, Marshalltown, Iowa.

Completed bids must be submitted in an opaque envelope clearly marked “Sealed Bid – Milk” and are to be addressed to:

Lynn Large, Director of Food Service
Marshalltown Community School District
1002 S. 3rd Avenue
Marshalltown, Iowa 50158

Questions regarding this bid are to be directed to:

Lynn Large, Director of Food Service
Marshalltown Community School District
1002 S. 3rd Avenue
Marshalltown, Iowa 50158
Phone: 641-516-4127 or 641-754-1000
Email: llarge@marshalltown.k12.ia.us

**MARSHALLTOWN COMMUNITY SCHOOL DISTRICT
FOOD SERVICE
1002 S. 3rd Avenue
Marshalltown, Iowa 50158**

June 27, 2023

SPECIFICATIONS AND BID SHEET FOR FURNISHING MILK

Bids will be opened at 2:00 P.M., Central Daylight Time, Monday, July 17, 2023, at Marshalltown School District Food Service Office, 1002 S. 3rd Avenue, Marshalltown, Iowa, 50158, at which time company representatives are invited to attend. No bids will be accepted after 2pm, July 17, 2023. Bids may be submitted by U.S. mail or other delivery service by sending one copy of the bid in an envelope marked "Sealed Bid - Milk" to the same address. Electronic Copies of Bid materials on a Flash Drive will be accepted, electronic materials may NOT be emailed, and must be submitted in a sealed envelope as specified above. Direct any questions to Lynn Large, Director at 641-516-4127 or llarge@marshalltown.k12.ia.us

The award of contract may be made by the Board of Directors of the Marshalltown Community School District to any responsible bidder or bidders offering suitable supplies, equipment, and/or service at the lowest price, taking into consideration the quality of materials and/or service in the best interests of the School District. The right is reserved to reject any and all bids, or any part thereof, and to waive informalities, and to enter into such contract or contracts as shall be deemed in the best interests of the Marshalltown Community School District.

Milk and the milk container and cases must meet Federal, State of Iowa, and Department of Education regulations. Milk, milk containers and cases failing to meet specifications will be returned at vendor's expense. The successful bidder who fails to meet these specifications shall be subject to contract cancellation.

The successful bidder or bidders must:

1. Comply with all "Equal Employment Opportunity" regulations, Labor and Civil Rights Laws, Sex Offenders, Smoking, Unauthorized Aliens, Clean Air Act and Energy Policy and Conservation Act, and Employee Conduct Policy.
2. Sign and return the following Attachments A - I: Term and Conditions of Acceptance, Proposal Certification and Contract Award, Certification of Independence and No Conflict of Interest, Certification for Contracts, Grants, Loans, Cooperative Agreements, and Lobbying, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Certification Statement Regarding Food Laws, and Targeted Small Business (TSB) Program Certification.
3. Provide your Code of Ethics Policy.
4. Allow access by duly authorized representatives of the School Food Authority, State Agency, United School Food Authority States Department of Agriculture or Comptroller General to any books, documents, papers and records which are directly pertinent to this contract.
5. Maintain all required records for three years after final payment and after all other pending matters are closed.

ADDITIONAL SPECIFICATIONS:

1. Bidder agrees to furnish milk for one year with four (4) possible annual renewals. Milk deliveries are required during the school year and summer program (August 14, 2023 – August 09, 2024). Estimated consumption for bid analysis is equivalent to: 200,000 half pints of 1% white OR skim; 600,000 half pints of skim OR 1% chocolate; 75,000 half pints of skim or 1% strawberry; and 200,000 4 oz. orange and apple juice. The entire milk bid will be awarded to one vendor. Vendors interested in serving Marshalltown Schools must return pricing for half pints for at least white skim OR white 1% half pints and chocolate skim OR chocolate 1% half pints. Vendors will not be penalized for being unable to provide juice.
2. Bid shall be based on furnishing Grade A milk in half pint paper containers and products as listed on the attached bid sheet.
3. Deliveries are to be made to all schools before 7:30 am, on a 2 – 5 time a week basis. It is very important to maintain the early delivery schedule to avoid the mingling of the delivery truck with student arrival to school. Please note that due to the close proximity of residential dwellings, deliveries to Lenihan Intermediate School are preferred to be made as close to 6:00 am as possible and must be completed by 6:30am. Please see the delivery site summary for delivery details. Vendor shall pick up half-pints remaining in the buildings during various vacation times. Two milk deliveries per week is only acceptable during the summer. A minimum of 3 deliveries per week is required during the school year.
4. Bidders must be able to deliver extra milk upon request from the Food Service Director with one (1) or two (2) days notice.
5. Successful bidder must also furnish coolers and crates, where needed, to meet the cooling requirements for the delivery schedule. The coolers and crates are to be in good repair and clean appearance. All coolers must have functioning locks.
6. Truck drivers are to rotate the inventory, so milk remaining from one day will be used first the next day.
7. To assure that milk products are being served, the cartons and containers shall bear dates at least seven (7) days in advance of the delivery date. (Example: If delivery date is the 10th, milk marked the 17th and later would be acceptable.)
8. Delivery site summary: Please consider that our milk participation is high. Juice is also served daily at breakfast. Equipment requested may be less if juice is not provided.

Anson Elementary, 1016 South 3rd Avenue

Average meals daily = 160 Breakfast and 220 Lunches

Equipment – 1 @ 12 crate and 2 @ 16 crate

Delivery – daily, enter from South Street

Fisher Elementary, 2001 South 4th Street

Average meals daily = 200 Breakfast and 320 Lunches

Equipment – 2 @ 16 crate and 1 @ 8 crate

Delivery – Mon – Wed – Thursday, enter from the school parking lot

Franklin Elementary, 1315 West Main Street

Average meals daily = 205 Breakfast and 315 Lunches

Equipment – 1 @ 12 crate and 2 @ 16 crate

Delivery – Mon – Wed – Thursday, enter from N. 14th Street

J.C. Hoglan Elementary, 2306 South 3rd Avenue

Average meals daily = 150 Breakfast and 250 Lunches

Equipment – 1 @ 12 crate and 2 @ 16 crate

Delivery – Mon – Wed – Thursday, enter east double doors

Rogers Elementary, 406 Summit Street

Average meals daily = 180 Breakfast and 210 Lunches

Equipment – 1 @ 8 crate and 1 @ 16 crate

Delivery – Mon – Wed – Fri, enter on 4th Street

Woodbury Elementary, 8 North 7th Avenue

Average meals daily – 215 Breakfast and 315 Lunches

Equipment – 1 @ 12 crate and 2 @ 16 crate

Delivery – Mon – Wed – Thursday, enter on North

Lenihan Intermediate School, 212 W. Ingledue

Average meals daily = 370 Breakfast and 615 Lunches

Equipment – 1 @ 16 crate and storage in a walk-in cooler

Delivery – daily, enter and leave via loading dock area from Columbus Dr.

Miller Middle School, 125 South 11th Street

Average meals daily = 280 Breakfast and 615 Lunches

Equipment – 2 @ 8 crate and storage in a walk-in cooler

Delivery – daily, enter West lot from Boone Street

Senior High School

Average meals daily = 150 Breakfast and 900 Lunches

Also operates a snack bar

Equipment – 1 @ 12 crate and 1 @ 16 crate and storage in a walk-in cooler

Delivery – daily, enter from Olive Street to the loading dock area.

Marshalltown Learning Academy, 1002 South 3rd Avenue

Average meals daily = 20 Breakfast and 35 Lunches

Equipment – 1 @ 12 crate

Delivery – Thursday, enter through double gym doors, North Parking lot

9. Any bidder who did not sell to MCSD during the last 6 school years shall furnish at least two references that can vouch for bidder's quality of product and service. These references should be schools, hospitals, etc., who used the bidder's milk during the 2022 - 2023 school year.

1. Name _____ 2. Name _____

Address _____ Address _____

Phone _____ Phone _____

Authorized Signature Name of Firm

Phone Street Address

Date City State Zip

**MARSHALLTOWN COMMUNITY SCHOOL DISTRICT
MILK BID
2017-2018 School Year and Summer Program**

	<u>ESCALATING PRICE</u>	<u>FIRM PRICE</u>
Milk, White, 1%, ½ pint	_____	_____
Milk, White, Skim, ½ pint	_____	_____
Milk, Chocolate, Skim, ½ pint	_____	_____
Milk, Strawberry, Skim, ½ pint	_____	_____
Milk, Chocolate, 1%, ½ pint	_____	_____
Milk, Strawberry, 1% ½ pint	_____	_____
Milk, Chocolate Skim, 1 gallon	_____	_____
Milk Chocolate 1%, Gallon	_____	_____
Orange Juice, 100%, 4oz	_____	_____
Apple Juice, 100%, 4oz	_____	_____

TERM AND CONDITIONS OF ACCEPTANCE

Federal Program Regulations

The Child Nutrition Programs receiving goods and services under this Contract are Federally-funded programs operated under the authority of the United States Department of Agriculture (USDA). This RFP and the subsequent Contract shall comply with 7 CFR Subchapter A, Parts 3015 and 3016, and applicable cost circulars issued by the Office of Management and Budget (OMB) including A-87 Cost Principals, A -102 Grants and Cooperative Agreements, and A -133 Audit Requirements, and any other pertinent state or federal laws, regulations, and/or directives.

In compliance with this RFP, and subject to all conditions required herein, the undersigned offers and agrees to furnish and deliver any or all services and products upon which prices are proposed, at the prices set correlating to each product, within the time specified. By responding to this RFP, Distributor certifies that the Proposal is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting a Proposal for the same products, and is in all respects fair and without collusion or fraud. Distributor also certifies no one connected to this company has had any connection with the development or drafting of this RFP. Under penalty of perjury, the undersigned Distributor certifies that this Proposal has not been arrived at collusively or otherwise in violation of Federal or State (Iowa) laws or regulations.

By signing this Terms and Conditions of Acceptance, the individual whose name is shown below assures that Distributor has read and understands all the terms and conditions in this document and agrees to be bound by them, and is authorized to submit Proposals on behalf of Distributor. The Proposal submitted by Distributor conforms to all specifications, the General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this RFP.

Concerns or Objections (if any): _____

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

PROPOSAL CERTIFICATION AND CONTRACT AWARD

Proposal Certification:

Distributor's failure to execute/sign Proposal prior to submittal may render Proposal non-responsive.

Organization Name (print)

Name and Title of Authorized Representative (print)

Address _____

City, State _____ **ZIP** _____

I certify by my signature below that the PRICES quoted in this Proposal are correct and that the Proposal conforms to all specifications and requirements outlined in the RFP. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this RFP, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting Contract. I further agree that any conflict between the terms and conditions of the RFP and the company's Proposal documents will be resolved in favor of the RFP, except as may be otherwise agreed to in writing by the company and MCSD.

Signature of Authorized Representative

Date

Email _____ **Phone** _____

By its signature below, and in consideration of the mutual promises of each party, MCSD agrees to award the Contract, as defined in the RFP, to the above-designated Distributor in accordance with the terms and conditions of such Contract, which is hereby incorporated by reference and made a part hereof.

By _____

President, Board of Directors

ATTEST:

Secretary, Board of Directors

Date _____

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

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

1. The development of this Proposal by Distributor’s officers or employees was completed independent from any other company or entity and without influence or attempt of influence by any person or company of a like entity.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

2. Conflict of interest is any situation in which an individual or corporation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit. When an individual tries (and/or succeeds in) influencing the outcome of a decision, for personal benefit it is considered a conflict of interest.
 - a. No relationship exists or will exist during the contract period between Distributor and MCSD that interferes with fair competition or is a conflict of interest.
 - b. No relationship exists or will exist during the contract period between Distributor and any other Distributor or Manufacturer that interferes with fair competition or is a conflict of interest.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

2. My company has a possible conflict of interest:

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
COOPERATIVE AGREEMENTS AND LOBBYING**

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 any Federal Contract, or in connection with obtaining any Federal contract, grant, loan, cooperative agreement, or any other award covered by 31 U.S.C. 1352, and the extension, continuation, renewal, amendment or modification of any 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 Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-Contracts, sub-grants and Contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. 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.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, and VOLUNTARY EXCLUSION

This certification is required by Executive Orders 12549 and 12689 and any applicable federal regulations.

1. The prospective participant certifies, by submission of this Certification and Proposal, that neither it nor any of its principals are 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 Certification and Proposal.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts) and that all sub-contractors, such as Manufacturers, certify and disclose accordingly.

By signing and submitting this form, the prospective Distributor is providing certification they have accessed and verified at the following website: <http://www.epls.gov/> that Distributor and Manufacturers that they do business with are not debarred or suspended or otherwise ineligible or excluded from conducting business in the state of Iowa and/or participating in this contract.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

DISTRIBUTOR INFORMATION

Distributor Name: _____

Contact Person for Orders:

Office Phone: _____

Fax: _____

Cell Phone: _____

E-mail: _____

Emergency Contact Person for After/Before Hours _____

Office Phone: _____

Fax: _____

Cell Phone: _____

E-mail: _____

Contact Person: Product Information (ingredient listings and nutrient analysis)

Office Phone: _____

Fax: _____

Cell Phone: _____

E-mail: _____

Contact Person: Billing Questions, Credits, Damaged or Incorrect Products

Office Phone: _____

Fax: _____

Cell Phone: _____

E-mail: _____

CERTIFICATION REGARDING BUY AMERICAN PROVISIONS

Distributor certifies, by submission of this proposal, that it

1. understands the Buy American provision required by USDA rules,
2. agrees to the maximum extent possible to ensure that all products provided under this proposal will meet this provision,
3. will clearly identify products proposed that do not meet this provision,
4. will provide documentation as required to demonstrate compliance.

Describe how MCSD will be notified when agricultural products are not substantially produced or processed in the US:

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

CERTIFICATION STATEMENT REGARDING FOOD LAWS

Distributor certifies, by submission of this proposal, that it

- 1. complies with all applicable food laws,
- 2. follows written HACCP plan,
- 3. provides documentation of compliance upon request,
- 4. notifies customers promptly of findings of non-compliance, and
- 5. assists customers with Manufacturer's or Supplier's non-compliance.

Describe procedures used to ensure products are stored and transported according to all federal/state laws that govern food supply chain, including, but not limited to maintaining appropriate temperatures of TCS foods, local farms safety and sanitation practices, recall, and biosecurity procedures.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

TARGETED SMALL BUSINESS (TSB) PROGRAM CERTIFICATION

Companies submitting Proposals that have been certified as Targeted Small Business (TSB) Program are required to indicate their TSB status when responding to this RFP.

- **I certify that my company has been certified by the appropriate government agency as a Targeted Small Business (TSB), and I have attached a copy of our TSB certification to this form.**

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

My company has NOT been certified as a Targeted Small Business (TSB).

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date