

SECTION I

MISSISSIPPI DEPARTMENT OF EDUCATION
OFFICE OF CHILD NUTRITION

INVITATION FOR BIDS

Milk Products
Commodity or Equipment

Bid File: 18-2150-P802

April 4, 2018
Date Invitation Mailed

Bid Opening Date April 25, 2018

Bid Opening Time: 10:00 a.m.

Office of Child Nutrition
500 Greymont Avenue, Suite F
Jackson MS 39205

BID OPENING LOCATION

The undersigned offers and agrees that should this bid be accepted they will sell and deliver to the school districts and other qualified entities, in compliance with the conditions set forth in this document, the products specified in this invitation. The person signing this document shall be an employee of the bidding company and shall have the authority to obligate the company to comply with the terms set forth herein.

Return Original, Signed Bid Document to:

Mississippi Department of Education
Office of Child Nutrition
P. O. Box 771 **(Mailing Address)**
500 Greymont, Suite F **(Physical Location)**
Jackson, MS 39205-0771

Bidder's Firm Name _____ Address _____

City _____ State _____ Zip _____ Area Code _____ Telephone _____

AUTHORIZED SIGNATURE _____

Contract Administrator:

Name _____ Title _____

Firm _____ Address _____

City _____ State _____ Zip _____ Area Code _____ Telephone _____

RETURN THIS PAGE WITH BID FORM

SECTION I

**Mississippi Department of Education
OFFICE OF CHILD NUTRITION
STATEWIDE PURCHASING PROGRAM**

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion**

This certification is required by the regulations regarding suspension/debarment rules in 7 CFR Part 3017, Section 3017 Subpart C. The regulations were published in the November 26, 2003, Federal Register.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS

- (1) 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.
- (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 proposal.

18-2150-P802

Organization Name
Number or Project

PR/Award

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

RETURN THIS PAGE WITH BID FORM

SECTION II

2.0. GENERAL CONDITIONS

2.0.1 Sealed, written bids will be received by the Mississippi Department of Education until 10:00 a.m. Wednesday, April 25, 2018, at the Office of Child Nutrition, 500 Greymont Building, Suite F, Jackson, Mississippi. Bids delivered after that time will not be considered and become property of the MDE. Post marks or dating of documents will be given no consideration in case of late bids. If, however, a deliverer, UPS, Federal Express, US Air, etc. can provide documented proof as evidenced by the signature of a MDE Bureau of Child Nutrition employee that substantiates the claim the bid was delivered to the proper place prior to the time and date set for the bid opening and, through fault of MDE personnel, the bid did not get to the proper authority, the bid will be considered.

2.0.2 Compliance:

Failure to meet the requirements of the specifications in any area not considered to be an informality will cause the bid to be non-responsive and the bid shall be rejected.

2.0.3 General Conditions:

The bid shall be offered, and the contract shall be entered into in accordance with the general conditions. However, should a conflict exist between the general conditions and the special conditions, the special condition shall take precedence. Further, it is to be understood that the Mississippi Department of Education (MDE) reserves the right to waive any general or special condition if it is in the best interest of the State, so long as the waiver is not given so as to deliberately favor any single vendor and the waiver would have the same effect on all bidders.

2.0.4 Bidder Responsibility:

It shall be incumbent upon each bidder to understand the provisions of this bid document and, when necessary, obtain clarifications prior to the time and date set for the bid opening. Failure to obtain a clarification will be no excuse or justification for non-compliance with the provisions set forth herein.

2.0.5 Clarification:

Written questions concerning the bid shall be submitted to Bill Urban at burban@mdek12.org. Questions for Mr. Urban must be submitted no later than April 18, 2018, at 5:00 p.m. Answers will be transmitted via email to all

bidders no later than 3 working days from receipt. Copies of questions and corresponding answers will be posted to MDE's website at www.mdek12.org under public notices within 3 days as well.

2.0.6 Corrections:

All prices and notations must be in ink or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the crossed-out error. Any correction shall be initialed in ink by the person making the correction. All initials will be explained in the margin or some other visible and appropriate place on the same page as the correction. The explanation need only be the full name of the person having initialed the correction and shall be printed in ink or typewritten.

2.0.7 Bid Pricing:

Each item will be listed and priced separately. The price shall be applicable to bid unit specified. Payment term discounts will not be considered.

2.0.8 Brand Identification:

Brand identification is not applicable to this bid. Bidders must bid on the specific products indicated in this bid document

2.0.9 Liability:

Subsequent to the awarding of a contract the contractor will be liable for any expense, including legal fees, incurred by MDE or any school district as a result of violations of the contract terms by any contractor (See Section 3.1.9 Default).

2.0.10 Submission of Bid:

Bids shall be submitted in compliance with the following criteria:

Bids must be submitted signed and sealed to the location specified on the Invitation to Bid (Page 1). The bid file number, time and date of bid opening and the term, "Child Nutrition Statewide Ice Cream Bid" shall be noted on the face of the envelope in the lower left corner. Return the bid forms in the enclosed pink envelope.

Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. Failure to do this may cause the bid to be inadvertently opened and thus rejected. Bids sent via regular or express mail must

be sent to the Office of Child Nutrition, P.O. Box 771, Jackson, MS 39205.

The U.S. Post Office will not deliver mail to 500 Greymont, Suite F.

Faxed bids will not be accepted.

Only bids submitted on bid forms furnished with this solicitation or copies thereof will be considered. Signed bid forms must be original signature.

The bid contract must be used without alterations.

Section I, Invitation to Bid (Page 1), and Debarment Certification Form (Page 2) shall be in a sealed envelope with the company name, bid file number and opening date on the outside of the envelope. It should be marked "Section I".

A pink envelope is enclosed for you to use to return these documents.

2.0.11

Error in Bid:

If, prior to bid award, MDE staff knows or has reason to conclude that a mistake has been made, it will request the bidder to confirm the bid. If the bidder alleges mistake, the bid may be corrected or withdrawn if the following conditions are met:

If the mistake and the intended correct bid are clearly evident on the bid document, the bid shall be corrected and may not be withdrawn. Examples of mistakes that may be clearly evident on the bid document are typographical errors, errors in extending unit prices, and mathematical errors.

If the mistake and the intended correct bid are not clearly evident a bidder may be permitted to withdraw a low bid if: 1) the mistake is clearly evident on the bid, but the intended correct bid is not similarly evident, or 2) if the bidder submits proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made.

MDE staff reserves the right to correct mathematical errors which are limited to correcting an extension error brought about when multiplying the unit cost by the usage. Such corrections may be made without confirmation from the low bidder.

2.0.12

Award:

Contracts will be established between the lowest responsible, responsive bidder and MDE except as may otherwise be specified in the Invitation for Bid. Awards will be based on the bottom line extended total for all items listed for each region. MDE reserves the right to ascertain, subsequent to the bid opening, whether or not a bidder meets the requirements to be considered a responsible bidder. If it is determined that the bidder is not a responsible bidder and the determination is substantiated and justified to the satisfaction and approval of the Mississippi Board of Education, bids submitted by that bidder will be rejected.

1. Delivery Ability:

Bidder must demonstrate or has demonstrated to MDE the ability to deliver all the items promptly and efficiently on the bid list.

2. Capacity:

Bidder must demonstrate to MDE that they have the physical as well as financial capacity to procure and store the merchandise covered by the contract in the volume necessary to efficiently administer the provisions of the contract.

3. Reliability:

For a bidder to be declared a responsible vendor they must have a proven record of service in the administration of a contract of this size and this type. A distributor may be considered unreliable thus non-responsible if for any reasons, other than reasons beyond their control, they have violated any of the requirements listed herein or have caused the cancellation of a contract of this type or have failed to properly communicate with participating entities on matters essential to a contract of this type.

4. Accounting Procedures:

A bidder, to be considered for award, must clearly demonstrate to MDE the capability to provide accurate, reliable and timely invoices, statements, and credits. Further, they must demonstrate the ability and capability to provide any and all data necessary to accomplish an accurate and time efficient audit of cost on items being purchased under this bid.

5. Facilities and Equipment:

Bidder must have the warehouse facilities required to safely and securely store the products required by these specifications. Refrigeration facilities used for storing chilled and frozen products must meet recommendations of the Refrigeration Research Council. Delivery temperatures of frozen and chilled food shall be in compliance with AFDOS code as recommended by the Federal Food and Drug Administration. The MDE reserves the right to pre-qualify any or all bidders and to reject any bidder not meeting the requirements in the areas of warehouse facilities and equipment associated

with and necessary for the safe and sanitary storage and delivery of the food items requested in these specifications. The facilities and operating practices must, at all times, be in compliance with the United States Food, Drug, and Cosmetic Act as well as any State and local Statute, Regulation or Ordinance.

6. Delivery Equipment:

Bidders must show evidence of ownership or the ability to lease, rent or otherwise obtain vehicular equipment necessary to affect an efficient day to day delivery schedule to participating entities within the bidder's region of responsibility. MDE does not presume to dictate the type of trucks or tractor trucks necessary to accomplish an efficient day to day delivery schedule. However, bidders should know that all delivery sites do not provide state-of-the-art unloading and food handling facilities. Some sites, in fact, fall far short of that standard. Some sites will not accommodate trailer rigs and are not easily accessible with bob trucks having overall lengths in excess of twenty-seven (27) feet. Bidders having no experience in making deliveries to the sites in the region being bid should visit all sites and discuss the delivery requirements with food service personnel at each of these sites which may prove detrimental to the task of accomplishing an efficient delivery process. Subcontracting with other ice cream companies for the purpose of supply and delivery is prohibited.

7. Review Process:

After bids have been opened and tabulated, the bid evaluation team will check all aspects of the low bidder's proposal. If the proposal is found to be error free and does, in fact, represent the lowest responsive, responsible offering, that bid will then be presented to the Mississippi Board of Education with recommendation for approval. If, however, an error is discovered and the error is a mistake in the extension, the correct extension will be applied. Should a corrected extension cause the bid price to be escalated to such an extent that the bid was no longer "low" then the same evaluation would be applied to the next low bidder's offering until a true low bid would be selected.

Each bidder must complete the appropriate sections of the bid form for each region on which a bid is submitted. ***Although*** it is unlikely that the state will award a contract for the entire state to one firm (warehouse), state officials reserve the right to ***award on the basis of conditions as stated in Section 2.0.12, paragraph 2. In addition, MDE reserves the right to award regions based on what is*** clearly in the best interest of recipient agencies and the state.

2.0.13 Taxes:

Purchases made under provisions of any contract established as a result of this invitation are exempt from Federal, state and local taxes and bidders should quote prices which do not include such taxes. There may be private, non-profit organizations included which may be required to pay to the distributor some level of sales tax.

2.0.14 Gifts, Rebates, Gratuities:

Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of MDE or any organization within the state or any other entity purchasing or receiving food under provision of the contract issued as a result of this invitation shall accept or receive, either directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of commodities, equipment or services has been issued, any gift, rebate or gratuity. Violations of this provision are punishable under the laws of the State of Mississippi.

2.0.15 Bid Information:

Subject to the requirements of the MS Public Records Act, bid files may be examined by bid participants during normal working hours. Non participants may have access to the files only after the award has been made. No files will be removed from MDE offices and department personnel will not make copies nor will copy machines, facsimile machines or other such equipment be made available to the public for the purpose of copying bid documents.

2.0.16 Proprietary Information:

A bidder may declare certain information submitted as a part of the bid to be proprietary or confidential in nature. **Declaration of proprietary information should be included in the bid packet.** If such declaration is made, it will be handled in compliance with Section 25-61-9, Mississippi Code 1972, and any applicable opinion issued by the State Attorney General's Office. Should the declaration be challenged by any person or firm, a notification of the challenge will be issued by the MDE to the affected bidder. If the affected bidder wishes to and does obtain a court issued restraining order against the challenge, the information will remain confidential and will not be released. If no court order is to be obtained, and MDE is not notified in writing within fourteen (14) days after notification the information will be released in compliance with Mississippi's open records law.

2.0.17 Application:

It is understood and agreed to by the vendor that this contract is entered into solely for the convenience and for any economical advantage afforded to school districts and other qualified entities of the State of Mississippi. All purchases made by or for these entities of products included under provisions of this contract shall be purchased from the distributor receiving the award, and shall be the products as specified by the contract. The distributor will not be permitted to substitute any item, pack, or quality level without specific prior approval of the MDE.

2.0.18 Disclaimer:

Employees of the MDE and participating entities have acted exclusively as agents of the state for the award, consummation and administration of this contract and are not liable for any performance or non performance on the part of any school district, or other qualified participant or any third party participant.

2.0.19 Alternate Bids:

Alternate bids will not be considered unless specifically requested by the provisions of this bid document. Where product identifications list specific labeled products, only those bids offering the specific products listed will be considered.

2.0.20 Bid Openings:

Bid openings will be conducted open to the public. The openings will serve only to open, read and tabulate the bid prices of each bid. No discussion will be entered into with any vendor as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening. Any vendor making provisions to service a contract on the basis of information obtained at the bid opening does so at their own risk. The MDE has no obligation to any contract except as would be authenticated by a written notification of award from MDE.

2.0.21 Substitute Distributor:

The term substitute distributor for purposes of this document shall mean the distributor selected to take over the administration of a contract canceled by the original contractor. The selection of a substitute contractor will be made on the basis of a new competitive bid process. If a new competitive bid process is required, a bid from the distributor causing cancellation will not be considered. (See Section 3.1.9 Default).

2.0.22 Termination:

This contract shall be in effect for twelve (12) months, with the option to renew for an additional 12 month period, unless terminated by MDE *or the contractor as herein provided.*

The Mississippi Department of Education or the Contractor may terminate this agreement for any reason after giving thirty (30) days' written notice specifying the effective date thereof to the other party. In accordance with 7 CFR 250.14(d)(6), the contract may be terminated for cause by the state or the contractor upon 30 days written notice.

In accordance with 7 CFR 250.14(d)(5), the contract may be canceled by the state immediately due to noncompliance on the part of the distributor. If this contract is terminated for non-compliance by MDE and a rebid is required, the prime contractor who was terminated by MDE will not be permitted to bid. Further, that contractor, by having the contract terminated for non-compliance, shall have forfeited the right to bid on any contract originating from this office for the remaining contract period of the original contract plus an additional contract period or for twenty-four (24) months, whichever is greatest.

In the event of a termination initiated by the contract distributor, the distributor will be required to honor all orders or requisitions issued by organizations prior to the effective date of the termination and received by the distributor within a seven (7) day period subsequent to the effective date of the termination. Any orders covered by this clause will be delivered at a price that does not exceed the price set by the contract. Termination by the State does not relieve the distributor of any liability arising out of a default or non-performance. (See Section 3.1.9 Default, Special Conditions)

In the event of a termination initiated by the contract distributor, the contract may be rebid. If a rebid is required, the prime contractor who initiated the termination will not be permitted to bid.

The Mississippi Department of Education, by written notice, may terminate this contract, in whole or in part, if funds supporting this contract are reduced or withdrawn.

2.0.23 Standard Contract Conditions:

- a. This contract shall be governed in all aspects as to validity, construction, capacity, performance or otherwise by the laws of the State and the United States.

- b. Contractors providing service under this Invitation for Bids, herewith, assures the MDE that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- c. Contractors shall comply with Executive Order 11246, entitled " Equal Employment Opportunity," as amended by Labor regulations (41 CFR Part 60).
- d. State Sales and Use Tax Certificate of Exemption form will be issued upon request.
- e. "The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

USDA is an equal opportunity provider and employer.”

- f. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment. The district, its authorized agents and/or state/federal representatives shall have full access to, and the right to examine any of said materials during said period. If an

investigation or audit is in progress, records shall be maintained until stated matter is closed.

- g. Any product offered which is not labeled in such a manner as to permit interstate transport will be rejected. Packers and/or producers located within the State of Mississippi must understand that Mississippi Department of Agriculture inspection labels will not qualify under provisions of this Invitation to Bid.
- h. Contractors shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.D. 1857 {h}), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.
- i. All patents and other legal rights in or to inventions created in whole or in part under the contract must be available to the state for royalty-free and non-exclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable properly recreated under the contract.
- j. In the event of any claim by any third party against the purchaser that the products furnished under this contract infringe upon or violate any patent or copyright, the purchaser shall promptly notify the contractor. The contractor shall defend such claim, in the purchaser's name or its own name, as appropriate, but at the contractor's expense. The contractor will indemnify the State against all costs, damages, and attorney's fees that accrue as a result of such claim, if the purchaser reasonable concludes that its interest are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.
- k. If any product furnished is likely to or does become the subject of a claim or infringement of a patent or copyright, then the contractor may, at its option, procure for the purchaser the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the purchaser shall be prevented by injunction, the purchaser will determine if the contract has been breached.
- l) By signing this document, the contractor certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same

materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

- m) The contract distributor shall be liable for gross receipt taxes in accordance with Mississippi statutes.
- n) The Contractor shall perform all services as an independent contractor and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on the Mississippi Department of Education.
- o) Authority to Contract: Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there is no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- p) Modification or renegotiation: This agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or State revisions of any applicable laws or regulations make changes in this agreement necessary.
- q) Representation Regarding Contingent Fees: The contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.
- r) Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly-hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known

as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and upon request of the state, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of each cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department, or government entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

- s) Energy Conservation Provisions: Contractors must recognize 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, 89 Stat. 871).
- t) Contractors must comply with section 6002 of the Solid Waste Disposal Act Section 6002 which includes procuring items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.

2.0.24 Non-Appropriation

This contract will span more than one appropriation period, therefore, a non-appropriation clause shall be in effect. This clause provides that should a contract be terminated for reasons of non-availability of funds, termination would take effect on the last day of the appropriation period for which funding was available. In this case, the date would be June 30 of any year during which the contract is in effect. In the event of a termination for reasons of non-availability of funding, the participating entities will issue no purchase orders subsequent to the June 30 date, and will not be obligated to purchase any items remaining in inventory with the distributor. All purchase orders issued prior to the effective date of the termination will be valid and the distributor will be paid for the merchandise covered by those purchase orders. It should be noted that distributors will be notified as soon as practicable of a pending termination.

2.0.25 Additional Item or Bracket

This section shall cover those items not specifically listed in this document. They are those products that may, for specific functions, be purchased by participating entities. The successful distributors will furnish and deliver the product covered by this category and will be reimbursed on the basis of cost plus any applicable in-bound freight plus a fixed fee as set forth in the chart below. Any rebates or other incentives earned by the distributor and applicable to any item included in this category may be passed on to the user, but shall not be considered for audit purposes.

a. The fixed fee for any item not in the proposal shall be:

<u>Cost Per unit</u>	<u>Fee per unit (case)</u>
\$ 15.00 -- Or Less	\$ 1.50
\$ 15.01 -- \$ 20.00	\$ 2.00
\$ 20.01 -- \$ 25.00	\$ 2.50
\$ 25.01 -- \$ 30.00	\$ 3.00
\$ 30.01 -- \$ 35.00	\$ 3.50
\$ 35.01 -- \$ 40.00	\$ 4.00
\$ 40.01 -- \$ 45.00	\$ 4.50
\$ 45.01 -- \$ 50.00	\$ 5.00
\$ 50.01 -- \$ 55.00	\$ 5.50
\$ 55.01 -- \$ 60.00	\$ 6.00
\$ 60.01 -- \$ 65.00	\$ 6.50
\$ 65.01 -- \$ 70.00	\$ 7.00
\$ 70.01 -- \$ 75.00	\$ 7.50
\$ 75.01 -- \$ 80.00	\$ 8.00
\$ 80.01 -- Over	\$ 8.50

b. Organizations should notify the contractor at least two weeks in advance of delivery of noncontract items covered above.

2.0.26 Service Level

The contractor shall fill all original orders **at 100% on the scheduled delivery day**. If the contractor fails to deliver product and the organization must purchase the product from an alternate source, the contractor shall be responsible for the price difference.

2.0.27 Assignment:

The contractor shall not assign, sell or subcontract in whole or in part, its rights or obligations under this agreement without prior written consent of the MDE. Any attempted assignment or sale of the contract without said consent shall be void and of no effect.

SECTION III INFORMATION AND SPECIAL CONDITIONS

3.0 SCOPE

3.0.1 Purpose:

The purpose of this Invitation for Bids is to establish a contract or contracts between the Mississippi Department of Education, Office of Child Nutrition, and Milk Companies for milk products used in Child Nutrition Programs throughout the state. This contract will establish a base price that participating organizations will pay for any item covered by the contract during the term of that contract.

The successful distributor(s) will be responsible for purchasing, warehousing and distributing milk products to participating entities in the state. Distributors are obligated to furnish the items covered by the contract at prices that do not exceed the contract price.

3.0.2 Term:

The term of these contracts shall be for a period of twelve (12) months with the option to renew for an additional one-year period. The effective date is expected to be August 1, 2018, through July 31, 2019. The Mississippi Department of Education (MDE) reserves the right to extend the term for up to 90 days to continue a source or sources of supply until new or replacement contracts are completed. Any contract extension is contingent upon approval by MDE and the contractor(s).

3.0.3 Volume:

The usage quantities indicated on the bid form are based on previous year's purchases and are accurate to the best of our ability to gather the data. Bidders understand and agree that usage quantities indicated in this IFB do not constitute a guarantee to purchase any amount in excess of actual requirements.

3.0.4 Restriction:

No purchase shall be made, under the provisions of the contract, of items not specifically listed and authorized by the contract. Non-contract items purchased by participating organizations shall be based on distributors' cost plus delivery fee as stated in Section 2.0.25.

3.0.5 Additions/Deletions/Changes:

The MDE reserves the right to add or delete items and to make changes that are within the original scope of the contract during the term of the contract. During the time of the contract awarded under this solicitation, additional items not included in this solicitation and resulting awarded contract, may be necessary and beneficial to the recipient agencies. The aggregate value of the added items by the MDE during each year of the contract, if renewed, shall not exceed 10% of the estimated total of the contract.

3.0.6 Other Agreements:

Upon the effective date of the contract, all other agreements or portions of other agreements held by participating entities which pertain to items covered by the contract shall be void.

3.1 SPECIAL CONDITIONS:

3.1.1 Bids Based on State Specifications:

Bidders are requested to bid on items set forth in the product identification listing. Where specific pack size and/or quality levels are listed, bids offered on any other specified product will not be considered.

3.1.2 Alternate Bids:

Alternate bids will not be considered unless specifically requested in the specifications.

3.1.3 Unit Price:

Unit Price refers to the cost of the product including all applicable processing, delivery costs, and warehousing costs. Each item is to be priced separately by offering the standard unit price as per bid unit designation in Section V. Distributors must bid on each item; failure to do so will cause your bid to be rejected.

3.1.4 Firm Bid Price:

All prices shall be firm for 30 days, after which prices for fluid milk can escalate or de-escalate in accordance with combined changes in Class I raw milk and butterfat prices based on monthly Federal Milk Order announcements for the applicable geographical zone. Prices for milk delivered can be escalated or de-escalated at the rate of \$0.001 per half pint for each full \$0.15 increase/decrease in raw milk per hundred weight (cwt). Any price increase or decrease will be announced by MDE following

the 23rd of the month preceding the month in which the change will occur. All price changes shall be effective on the first day of the month. Conversion calculations showing the manner of arriving at the amount of change will be sent with the price announcement. When computing price changes, the base month shall be used as noted on page 2 and the current month of the Federal Milk Order. **See Attachment A for Calculation.**

3.1.5 Payment Term Discounts:

Payment term discounts are not required and will not be used in the award process.

3.1.6 Promotional Allowances, and Volume Incentives:

Promotional allowances and volume incentives will not be an award criteria.

3.1.7 Freight:

A separate freight factor is not requested.

3.1.8 Packaging:

All packaging shall conform to current standards acceptable to the trade and required by ICC Regulations.

3.1.9 Default:

In case of default on the part of a distributor, the MDE may elect to have those entities affected by the default purchase and receive needed items from other sources until a substitute distributor is designated. In such cases, the contractor in default will be held liable for any cost differential between the approved contract price and the acquisition cost of items purchased from another source. Provided, however, that items purchased by the entities in this manner shall be approved equal in quality and quantity to those required by the specifications. The contractor in default will not be expected to pay a price differential on a product considered by the industry to be superior in quality to the product specified in the original bid invitation. Provisions of Section 2.0.22, Termination shall apply in this instance.

3.1.10 Reports:

Upon request, contract distributors will be required to furnish MDE with reports of sales made under provisions of the contracts. These reports may include but are not limited to: Total line item sales to participating entities.

3.1.11 Contract Application:

The terms and conditions set forth in this invitation for bids shall become a contract binding on the successful bidder. Any documents submitted to satisfy a requirement of this invitation and any assurances made by the successful bidder in satisfaction of the Invitation for Bids shall become a part of the agreement between the MDE and the successful bidder. MDE shall have the right to rely upon the documents and assurances submitted by the successful bidder.

3.1.12 Product Changes:

No product changes can be made without the expressed written approval of the MDE.

3.1.13 Equipment and Other Requirements:

All facilities and equipment are subject to inspection by the MDE and other appropriate regulatory parties to ensure compliance with temperature requirements and other Health and Sanitation Requirements. Any condition found to present a health risk for children would result in rejection of product and/or termination of the contract. The potential contractor's warehouse, trucks, and equipment shall:

1. be clean,
2. be free of insects and rodents, and
3. be adequate for storing and delivering products at temperatures above 32 degrees and below 40 degrees Fahrenheit.
4. Milk crates shall be clean and free of dirt, debris and milk spillage.

3.1.14 Delivery Time and Place:

Deliveries shall be required to all sites listed in Section VI.

- a) For school districts, deliveries are normally ten months each year with vacation periods at major holidays and parts of June, July and August. Some organizations do operate throughout the summer, and both product mix and volume may be reduced substantially.
- b) Deliveries shall be daily unless alternate arrangements are made that are mutually agreeable to the contractor and the recipient agency.
- c) Deliveries shall be made during the hours of 6:30 A.M. and 2:30 P.M. Monday – Friday.
- d) Holiday deliveries: Holiday shall be defined as any week that has

less than five (5) working days. If the holiday falls on a scheduled delivery day, the delivery shall be made the next working day or on a day to be mutually agreed upon by the organization and the successful contractor.

- e) Drivers and helpers shall leave milk cartons in master case when placing in cabinet. If a district has “self-leveling” milk boxes, the driver shall stock milk display cabinet and rotate stock.
- f) Drivers and helpers shall request the authorized receiver or the designated representative, to verify the accuracy of quantities of each item, brand, and code numbers of each item and the condition of the merchandise. Each delivery ticket shall be signed by a designated receiver. Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated receiver and initialed by both the truck driver and the receiver. The contractor shall not be required to issue credits for errors not detected at the time of delivery, except for hidden damage. The contractor shall be responsible for product that is delivered “out of date”.
- g) Special or intermediate deliveries shall be required only if a contractor fails to deliver product on a regularly scheduled delivery day.
- h) The successful contractor will pick up damaged and or empty cartons of product. The organization will be given credit for all damaged and or empty cartons of product. However, the contractor will not be required to credit organizations for milk damaged due to the equipment failure of the recipient.
- i) The state reserves the right to add or delete recipients to this program during the term of the agreement. The contract distributor also agrees to provide service at the proposed bid price for any new recipient agency that may be approved by MDE within an assigned geographical region.

3.1.15 Billing and Payment Terms:

Each participating entity is responsible for timely payment of their account based on invoices from the Distributor. All payments must be made within 45 days after receipt of goods and correct invoice. Distributors should notify MDE of any delinquencies.

If a recipient agency falls more than sixty (60) days in arrears in payments, a distributor may suspend issues. The distributor must notify the MDE no

less than 10 working days prior to initiating a suspension of deliveries.

3.1.16 Product Loss and Damage:

The distributor will retain liability of product until such time as the local organization receipts for the product. Local organizations are then responsible for loss through damage and or mishandling. Product determined to be out-of-condition with no evidence of damage or mishandling shall rest with the distributor.

3.1.17 Audits:

MDE personnel shall have the right to audit distributor records relative to any transaction conducted under the provisions of the contract established pursuant to this Invitation for Bid.

SECTION IV.

4.0. Bid Instructions

4.0.1 Bid Package:

The bid package consists of the following:

- Section I Invitation for Bids (p. 1) and Debarment Certification (p. 2)
- Section II General Condition
- Section III Special Conditions
- Section IV Bid Instructions
- Section V Product Requirements and Bid Forms
- Section VI List of Participants and Delivery Sites (e-mailed)

4.0.2 Invitation to Bid Form: (Return this form completed.)

All information requested on the Invitation for Bids Form (Page 1) must be completed and include original signature. Incomplete and/or unsigned (original signature) forms may be rejected. Special attention should be given to general and special conditions. This along with the Bid Form and the Debarment Certification (Page 2) shall be in a separate, sealed envelope marked "Bid File No.18-2150-P802, 10:00 a.m. Thursday, April 25, 2018 **Bidder must use the enclosed pink envelope to return bid documents.**

4.0.3 Bid Form:

There is one bid form for each of the seven regions. The regions are indicated at the top of each form. Pricing must be presented on the form supplied herein or a copy of that form. The use of any other form, unless

prior approval for such deviation is granted by MDE, will be rejected.

SECTION V

5.0 Product Requirements

5.0.1 Regulatory Requirements and Product Specifications:

Fluid milk and milk products shall be manufactured and packaged as defined in the "Regulations Governing the Production and Sale of Milk and Milk Products", as published by the Mississippi State Board of Health. Milk and milk products shall be pasteurized, homogenized and vitamin A and D fortified. Fluid milk shall be delivered at a temperature of 40 degrees or less. Any milk delivered above 40 degrees may be rejected or returned for credit if spoilage occurs.

5.0.2 Product Protection Guarantees:

Participating Organizations have "automatic" product protection recourse against suppliers for product safety. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.

5.0.3 Import Products:

The Buy American Provision of the National School Lunch Act requires the purchase and use of only domestic product.

5.0.4 Brand "Quoting On":

See Milk Products Listing, Section V, pages 23-29.

5.0.5 Units of Purchase:

The Unit of Purchase is specified on the Bid Form.

Bid Form – Milk

Region 1

Company Name: _____

(Unit Price x Usage = Extended Total)

Item	Description	How Packed	Bid Unit	Unit Price*	Usage (12 Mos.)	Extended Total
1	Milk, Whole, 3.25% Unflavored	50	½ pt. carton	\$	78,892	\$
2	Milk, 1%, unflavored	50	½ pt. carton	\$	1,127,058	\$
3	Milk, flavored**, skim	50	½ pt. carton	\$	2,044,655	\$
4	Milk, skim, unflavored.	50	½ pt. carton	\$	216,444	\$
5	Milk, skim, unflavored	50	½ pt. plastic chub	\$	591,704	\$
6	Milk, 1%, unflavored	50	½ pt. plastic chub	\$	205,021	\$
7	Milk, skim, flavored**	50	½ pt. plastic chub	\$	5,008,952	\$
8	Buttermilk, 1%	9	½ gal.	\$	2,778	\$
9	Milk, Whole, 3.25%, Unflavored	4	1 gal.	\$	310	\$
10	Milk, Unflavored, 2%	4	1 gal.	\$	100 #	\$
11	Cottage Cheese, 2%	4	5 lb.	\$	144	\$
12	Sour Cream (bid unit – one container, not one lb.)	4	5 lb.	\$	1,511	\$
13	Lactose-free skim, 1% unflavored	20	½ pt. carton	\$	4780	\$
	Bottom Line TOTAL price for milk products					\$

* Unit Price refers to the cost of the product including all applicable processing and warehousing costs.

** All flavors must be priced the same, flavors to be chosen after bid opening. Flavored usage is the combination of strawberry, chocolate and vanilla.

Not actual usage; for use as a multiplier.

Signature

Bid Form – Milk

Region 2

Company Name: _____

(Unit Price x Usage = Extended Total)

Item	Description	How Packed	Bid Unit	Unit Price*	Usage (12 Mos.)	Extended Total
1	Milk, Whole, 3.25% Unflavored	50	½ pt. carton	\$	78,892	\$
2	Milk, 1%, unflavored	50	½ pt. carton	\$	1,282,769	\$
3	Milk, flavored**, skim	50	½ pt. carton	\$	3,592,425	\$
4	Milk, skim, unflavored.	50	½ pt. carton	\$	3130	\$
5	Milk, skim, unflavored	50	½ pt. plastic chub	\$	2,650	\$
6	Milk, 1%, unflavored	50	½ pt. plastic chub	\$	339,734	\$
7	Milk, skim, flavored**	50	½ pt. plastic chub	\$	4,797,242	\$
8	Buttermilk, 1%	9	½ gal.	\$	3,119	\$
9	Milk, Whole, 3.25%, Unflavored	4	1 gal.	\$	289	\$
10	Milk, Unflavored, 2%	4	1 gal.	\$	100 #	\$
11	Cottage Cheese, 2%	4	5 lb.	\$	15	\$
12	Sour Cream (bid unit – one container, not one lb.)	4	5 lb.	\$	1,503	\$
13	Lactose-free skim, 1% unflavored	20	½ pt. carton	\$	172	\$
Bottom Line TOTAL price for milk products						\$

*Unit Price refers to the cost of the product including all applicable processing and warehousing costs.

** All flavors must be priced the same, flavors to be chosen after bid opening. Flavored usage is the combination of strawberry, chocolate and vanilla.

Not actual usage; for use as a multiplier.

Signature

Bid Form – Milk

Region 3

Company Name: _____

(Unit Price x Usage = Extended Total)

Item	Description	How Packed	Bid Unit	Unit Price*	Usage (12 Mos.)	Extended Total
1	Milk, Whole, 3.25% Unflavored	50	½ pt. carton	\$	167,705	\$
2	Milk, 1%, unflavored	50	½ pt. carton	\$	3,843,343	\$
3	Milk, flavored**, skim	50	½ pt. carton	\$	4,749,384	\$
4	Milk, skim, unflavored	50	½ pt. carton	\$	2000	\$
5	Milk, skim, unflavored	50	½ pt. plastic chub	\$	508	\$
6	Milk, 1%, unflavored	50	½ pt. plastic chub	\$	334,020	\$
7	Milk, skim, flavored**	50	½ pt. plastic chub	\$	535,474	\$
8	Buttermilk, 1%	9	½ gal.	\$	1,710	\$
9	Milk, Whole, 3.25%, Unflavored	4	1 gal.	\$	916	\$
10	Milk, Unflavored, 2%	4	1 gal.	\$	100 #	\$
11	Cottage Cheese, 2%	4	5 lb.	\$	105	\$
12	Sour Cream (bid unit – one container, not one)	4	5 lb.	\$	1,160	\$
13	Lactose-free skim, 1% unflavored	20	½ pt. carton	\$	6,686	\$
	Bottom Line TOTAL price for milk products					\$

*Unit Price refers to the cost of the product including all applicable processing and warehousing costs.

** All flavors must be priced the same, flavors to be chosen after bid opening. Flavored usage is the combination of strawberry, chocolate and vanilla.

Not actual usage; for use as a multiplier.

Signature

Bid Form – Milk

Region 4

Company Name: _____

(Unit Price x Usage = Extended Total)

Item	Description	How Packed	Bid Unit	Unit Price*	Usage (12 Mos.)	Extended Total
1	Milk, Whole, 3.25% Unflavored	50	½ pt. carton	\$	6,948	\$
2	Milk, 1%, unflavored	50	½ pt. carton	\$	1,540,834	\$
3	Milk, flavored**, skim	50	½ pt. carton	\$	4,150,413	\$
4	Milk, skim, unflavored	50	½ pt. carton	\$	3130	\$
5	Milk, skim, unflavored	50	½ pt. plastic chub	\$	123,150	\$
6	Milk, 1%, unflavored	50	½ pt. plastic chub	\$	478,851	\$
7	Milk, skim, flavored**	50	½ pt. plastic chub	\$	2,249,725	\$
8	Buttermilk, 1%	9	½ gal.	\$	3,974	\$
9	Milk, Whole, 3.25%, Unflavored	4	1 gal.	\$	944	\$
10	Milk, Unflavored, 2%	4	1 gal.	\$	100 #	\$
11	Cottage Cheese, 2%	4	5 lb.	\$	31	\$
12	Sour Cream (bid unit – one container, not one)	4	5 lb.	\$	3101	\$
13	Lactose-free skim, 1% unflavored	20	½ pt. carton	\$	6,198	\$
	Bottom Line TOTAL price for milk products					\$

*Unit Price refers to the cost of the product including all applicable processing and warehousing costs.

** All flavors must be priced the same, flavors to be chosen after bid opening. Flavored usage is the combination of strawberry, chocolate and vanilla.

Not actual usage; for use as a multiplier.

Signature

Bid Form – Milk

Region 5

Company Name: _____

(Unit Price x Usage = Extended Total)

Item	Description	How Packed	Bid Unit	Unit Price*	Usage (12 Mos.)	Extended Total
1	Milk, Whole, 3.25% Unflavored	50	½ pt. carton	\$	24,031	\$
2	Milk, 1%, unflavored	50	½ pt. carton	\$	1,899,492	\$
3	Milk, flavored**, skim	50	½ pt. carton	\$	2,497,533	\$
4	Milk, skim, unflavored	50	½ pt. carton	\$	14,264	\$
5	Milk, skim, unflavored	50	½ pt. plastic chub	\$	3,558	\$
6	Milk, 1%, unflavored	50	½ pt. plastic chub	\$	631,155	\$
7	Milk, skim, flavored**	50	½ pt. plastic chub	\$	1,368,458	\$
8	Buttermilk, 1%	9	½ gal.	\$	1,892	\$
9	Milk, Whole, 3.25%, Unflavored	4	1 gal.	\$	245	\$
10	Milk, Unflavored, 2%	4	1 gal.	\$	297	\$
11	Cottage Cheese, 2%	2	5 lb.	\$	16	\$
12	Sour Cream (bid unit – one container, not one)	2	5 lb.	\$	2,619	\$
13	Lactose-free skim, 1% unflavored	20	½ pt. carton	\$	2,720	\$
	Bottom Line TOTAL price for milk products					\$

*Unit Price refers to the cost of the product including all applicable processing and warehousing costs.

** All flavors must be priced the same, flavors to be chosen after bid opening. Flavored usage is the combination of strawberry, chocolate and vanilla.

Signature

Bid Form – Milk

Region 6

Company Name: _____

(Unit Price x Usage = Extended Total)

Item	Description	How Packed	Bid Unit	Unit Price*	Usage (12 Mos.)	Extended Total
1	Milk, Whole, 3.25% Unflavored	50	½ pt. carton	\$	15,150	\$
2	Milk, 1%, unflavored	50	½ pt. carton	\$	1,670,647	\$
3	Milk, flavored**, skim	50	½ pt. carton	\$	4,441,136	\$
4	Milk, skim, unflavored	50	½ pt. carton	\$	164,935	\$
5	Milk, skim, unflavored	50	½ pt. plastic chub	\$	32,054	\$
6	Milk, 1%, unflavored	50	½ pt. plastic chub	\$	582,035	\$
7	Milk, skim, flavored**	50	½ pt. plastic chub	\$	2,122,249	\$
8	Buttermilk, 1%	9	½ gal.	\$	5,252	\$
9	Milk, Whole, 3.25%, Unflavored	4	1 gal.	\$	1,072	\$
10	Milk, Unflavored, 2%	4	1 gal.	\$	70	\$
11	Cottage Cheese, 2%, 5lb min.	2	5 lb.	\$	38	\$
12	Sour Cream (bid unit – one container, not one lb.)	2	5 lb.	\$	2,882	\$
13	Lactose-free skim, 1% unflavored	20	½ pt. carton	\$	4,094	\$
	Bottom Line TOTAL price for milk products					\$

*Unit Price refers to the cost of the product including all applicable processing and warehousing costs.

** All flavors must be priced the same, flavors to be chosen after bid opening. Flavored usage is the combination of strawberry, chocolate and vanilla.

Signature

Bid Form – Milk

Region 7

Company Name: _____

(Unit Price x Usage = Extended Total)

Item	Description	How Packe d	Bid Unit	Unit Price*	Usage (12 Mos.)	Extended Total
1	Milk, Whole, 3.25% Unflavored	50	½ pt. carton	\$	12,450	\$
2	Milk, 1%, unflavored	50	½ pt. carton	\$	1,424,784	\$
3	Milk, skim flavored **	50	½ pt. carton	\$	5,721,177	\$
4	Milk, skim unflavored	50	½ pt. carton	\$	271,143	\$
5	Milk, skim, unflavored	50	½ pt. plastic chub	\$	94,845	\$
6	Milk, 1%, unflavored	50	½ pt. plastic chub	\$	292,400	\$
7	Milk, skim, flavored**	50	½ pt. plastic chub	\$	1,657,454	\$
8	Buttermilk, 1%	9	½ gal.	\$	1,723	\$
9	Milk, Whole, 3.25%, Unflavored	4	1 gal.	\$	888	\$
10	Milk, Unflavored, 2%	4	1 gal.	\$	700	\$
11	Cottage Cheese, 2%	2	5 lb.	\$	100 #	\$
12	Sour Cream (bid unit-one container not one lb)	2	5 lb.	\$	3,449	\$
13	Lactose-free skim, 1% unflavored flavor	20	½ pt. carton	\$	7,891	\$
	Bottom Line TOTAL price for milk products					\$

*Unit Price refers to the cost of the product including all applicable processing and warehousing costs.

** All flavors must be priced the same, flavors to be chosen after bid opening. Flavored usage is the combination of strawberry, chocolate and vanilla.

Signature

ATTACHMENT A

Each month pricing will be escalated or deescalated based on the Class I price for the current month less the base month set by the bid specifications. Each ½ pint fluid milk item will be calculated individually using the current month’s butterfat differentials per item.

Class I Price as announced by Federal Order No. 7 – Southeast Marketing Area:

Class I Fat-free per cwt x .965 + Class I Butterfat per lb x 3.5 = milk @ 3.5% per cwt

Homo: Class I Fat-free (per cwt) x .9675 + Class I Butterfat (per lb.) x 3.25

2%: Class I Fat-free (per cwt) x .98 + Class I Butterfat (per lb.) x 2

1%: Class I Fat-free (per cwt) x .99 + Class I Butterfat (per lb.) x 1

Fat-free Class I Fat-free (per cwt)

Example using March 2012:

<u>Item</u>	<u>Price per cwt</u>	
Fat-free		\$14.76
Milk @ 3.5	\$14.76 x .965 =	\$14.2434
	\$1.6735 x 3.5 =	<u>\$ 5.8573</u>
		\$20.10
Homo@ 3.25	\$14.76 x .9675 =	\$14.2803
	\$1.6735 x 3.25 =	<u>\$ 5.4389</u>
		\$19.72
2%	\$14.76 x .98 =	\$14.4648
	\$1.6735 x 2 =	<u>\$ 3.347</u>
		\$17.81
1%	\$14.76 x .99 =	\$14.6124
	\$1.6735 x 1 =	<u>\$ 1.6735</u>
		\$16.29

Add to the total .20 (Processor Assessment) and .20 (Transportation Credit Balancing Fund) and Producer Location Adjustments at Plant Locations as listed in the FMO.

To establish current milk prices we would subtract the current price per cwt as established above from the base price as established by FO7 for the month of April 2018. Price changes will only occur when the cost of raw milk per hundred weight (cwt) **has changed by a full \$.15**. This represents a change in price per half-pint of \$.001.