



**INVITATION TO BID
FOR
MILK PRODUCTS**

ITB NO:	2023-0710	
For Contracting Agency:	Dexter Consolidated Schools	
Contact Person:	Shelley Montgomery	
Address:	PO Box 159, 100 North Lincoln	
City/State/Zip:	Dexter, NM 88230	
Telephone:	575-734-5420x313	
Fax:	575-734-6813	
Bids due		
Deliver To:	Dexter Consolidated Schools Business Manager PO Box 159 / 100 North Lincoln Dexter, New Mexico 88230	
The date and time received will be stamped on the proposals by the District office. Late Proposals will not be accepted. It is the responsibility of the Offeror to ensure that proposals are delivered on time to the correct address.		

TABLE OF CONTENTS

- I. INTRODUCTION
 - A. PURPOSE OF THIS REQUEST FOR BIDS
 - B. SCOPE OF PROCUREMENT
 - C. PURCHASING MANAGER
 - D. DEFINITION OF TERMINOLOGY
- II. CONDITIONS GOVERNING THE PROCUREMENT
 - A. SEQUENCE OF EVENTS
 - B. EXPLANATION OF EVENTS
 - 1. Issue of ITB
 - 2. Submission of Bid
 - 3. Contract Award
 - 4. Protest Deadline
 - C. GENERAL REQUIREMENTS
 - 1. Acceptance of Conditions
 - 2. Incurring Cost
 - 3. Prime Contractor Responsibility
 - 4. Amended Bids
 - 5. Offerors' Rights to Withdraw Bids
 - 6. Bid Offer Firm
 - 7. Disclosure of Bid Contents
 - 8. No Obligation
 - 9. Termination of ITB
 - 10. Legal Review
 - 11. Governing Law
 - 12. Basis for Bid
 - 13. Offeror's Qualifications
 - 14. Right to Waive Minor Irregularities
 - 15. Notice
 - 16. Agency Rights
 - 17. Ownership of Bids
- III. RESPONSE FORMAT AND ORGANIZATION
 - A. NUMBER OF RESPONSES
 - B. BID FORMAT
- IV. EVALUATION
- V. SPECIFICATIONS

APPENDIX A

APPENDIX B

I. INTRODUCTION

- A. PURPOSE OF THIS REQUEST FOR BIDS: The Dexter Consolidated Schools is requesting bids for **MILK PRODUCTS** for Dexter Consolidated Schools.
- B. SCOPE OF PROCUREMENT: The Dexter Consolidated Schools seeks to establish an annual price agreement for milk products.

Dexter Consolidated Schools invites you to bid on an INDEFINITE QUANTITY CONTRACT. Contingent upon funding and mutual agreement of successful bidders, contract may be renewed for three (3) additional school year periods. Discount must remain firm for the length of the contract including any and all extensions. The successful vendor may refuse renewals with no penalty and DCS will, at that time, re-bid.

- C. PURCHASING MANAGER: DCS's designated Purchasing Manager who is responsible for the conduct of this procurement whose name, address and telephone number is listed below.

Jeannie Harris, Purchasing Manager
Dexter Consolidated Schools
PO Box 159
Dexter, New Mexico 88230
Telephone: 575-734-5420x311, Fax: 575-734-6813
BusinessManager@dexterdemons.org

Any inquiries or requests regarding clarification of this procurement document shall be submitted to the Purchasing Manager in writing. Offerors may contact ONLY the Purchasing Manager regarding the terminology herein stated in the procurement document. Other DCS employees do not have the authority to respond on behalf of DCS. The response to said clarification will only be in the form of an Addendum to the specification.

- D. DEFINITION OF TERMINOLOGY: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"DCS" means the Dexter Consolidated Schools.

"Contract" means an agreement for the procurement of items of tangible personal property or services.

"Contractor" shall mean successful Offeror.

"Determination" means the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“Evaluation Committee” means a body appointed by DCS management to perform the evaluation of Offeror proposals.

“Evaluation Committee Report” means a report prepared by the Purchasing Manager and the Evaluation Committee for submission to the Board of Education for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed bids.

“Mandatory” The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal or bid.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal or a bid.

“Purchase Order” means the document, which directs a contractor to deliver items of tangible personal property or services pursuant to an existing contract.

“Purchasing Manager” means the person or designee authorized by DCS to manage or administer a procurement requiring the evaluation of competitive sealed bids.

“Request for Bids” or **“ITB”** means all documents, including those attached or incorporated by reference, used for soliciting bids.

“Responsible Offeror” means an Offeror who submits a responsive bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the bid.

“Responsive Offer” or **“Responsive Bid”** means an offer or bid, which conforms in all material respects to the requirements set forth in the request for bids. Material aspects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the ITB contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

- A. SEQUENCE OF EVENTS: The Purchasing Manager will make every effort to adhere the following schedule:

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issue of ITB	DCS	06/20/2023
2. Submission of Bid	Offeror	07/10/2023 @ 2:00 p.m.
3. Contract Award	Board of Education	07/12/2023
4. Protest Deadline	Offeror	07/27/2023

- B. EXPLANATION OF EVENTS: The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue of ITB: This ITB is being issued by DCS. Copies may be obtained through Dexter Consolidated School's web site at www.dexterdemons.org.
2. Submission of Bids: ALL OFFEROR BIDS MUST BE RECEIVED BY THE PURCHASING MANAGER NO LATER THAN 2:00 PM LOCAL TIME ON **MONDAY, JULY 10, 2023**. Bids received after this deadline will not be accepted. The date and time will be recorded on each bid. Bids must be addressed and delivered to the Purchasing Manager at the address listed in Section I, Paragraph C. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the DEXTER CONSOLIDATED SCHOOLS – MILK PRODUCTS, REQUEST FOR BIDS. Bids submitted by facsimile or email will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted bids. Pursuant to Section 13-1-116 NMSA 1978, the contents of any bid shall not be disclosed to competing Offerors prior to contract award.

3. Contract Award: After review of the Evaluation Committee Report, the recommendation of DCS management will be presented to the Board of Education for contract award on **JULY 12, 2023**. This date is subject to change at the discretion of the Board of Education.

The contract shall be awarded to the Offeror whose bid is most advantageous, taking into consideration the evaluation factors set forth in the ITB. The most advantageous bid may or may not have received the most points.

4. Protest Deadline: Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) days protest period for responsive Offerors shall begin on the day following the contract

award and will end as of close of business on **JULY 27, 2023**. Protests must be written and must include the name and address of the protestor and the request for bid number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Manager or her designee. The protest must be delivered to the Purchasing Manager.

Jeannie Harris, Purchasing Manager
Dexter Consolidated Schools
PO Box 159
Dexter, New Mexico 88230
Telephone: 575-734-5420x313, Fax: 575-734-6813

Protests received after the deadline will not be accepted.

- C. **GENERAL REQUIREMENTS:** This procurement will be conducted in accordance with the State Purchasing procurement regulations, 1.4.1 NMAC, New Mexico State Statutes, Chapter 13 and the Policies/Procedures of DCS.
1. **Acceptance of Conditions Governing the Procurement:** Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a bid constitutes acceptance of the Evaluation Factors contained in Sec IV of ITB.
 2. **Incurring Cost:** Any cost incurred by the Offeror in preparation, transmittal, presentation of any bid or material submitted in response to this ITB shall be borne solely by the Offeror.
 3. **Prime Contractor Responsibility:** Any contract that may result from this ITB shall specify that the prime contractor is solely responsible for fulfillment of the contract with DCS. DCS will make contract payments to only the prime contractor.
 4. **Amended Bids:** An Offeror may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. DCS personnel will not merge, collate, or assemble bid materials.
 5. **Offerors' Rights to Withdraw Bid:** Offerors will be allowed to withdraw their bid at any time before the deadline for receipt of bids. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Purchasing Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the bids is governed by the applicable procurement regulations.
 6. **Bid Offer Firm:** Responses to this ITB, including discount percentage, will be considered firm for the length of the contract or by mutual agreement between the parties.

7. Disclosure of Bid Contents: The bids will be kept confidential until a contract is awarded by the Board of Education. At that time, all bids and documents pertaining to the bids will be open to the public, except for the material, which is proprietary or confidential. The Purchasing Manager will not disclose or make public any pages of a bid on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements. Proprietary or confidential data shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the bid. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Manager shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the bid will be so disclosed. The bid shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

8. No Obligation: This procurement in no manner obligates the Dexter Consolidated Schools or any of its agencies to the eventual purchase of any equipment or services offered until a valid signed purchase order is received by the Contractor.
9. Termination: This ITB may be canceled at any time and any and all bids may be rejected in whole or in part when DCS determines such action to be in the best interest of the Dexter Consolidated Schools.
10. Legal Review: DCS requires that all Offerors agree to be bound by the General Requirements contained in this ITB. Any Offeror concerns must be promptly brought to the attention of the Purchasing Manager.
11. Governing Law: The laws of the State of New Mexico and Dexter Consolidated Schools policies shall govern this procurement and any agreement with Offerors that may result.
12. Basis for Bid: Only information supplied by DCS in writing through the Purchasing Manager or in
13. Offeror's Qualifications: The Purchasing Manager may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this ITB. The Purchasing Manager will reject the bid of any Offeror who is not a responsible Offeror or

fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

14. Right to Waive Minor Irregularities: The Purchasing Manager reserves the right to waive minor irregularities. The Purchasing Manager also reserves the right to waive mandatory requirements provided that all of the otherwise responsive bids failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Purchasing Manager.
15. Notice: The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
16. Agency Rights: DCS reserves the right to accept all or a portion of an Offeror's bid.
17. Ownership of Bids: All documents submitted in response to the ITB shall be destroyed after the expiration of the protest period with the exception of one (1) complete copy of the selected Offeror's bid including the Best and Final Offer, if one was submitted, shall be placed into the procurement file. Those documents will become the property of the Dexter Consolidated Schools.

III. RESPONSE FORMAT AND ORGANIZATION

- A. NUMBER OF RESPONSES: Offerors shall deliver one (1) original bid and one (1) identical copy of their Bid to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of bids using the following format.
- B. BID FORMAT:
 1. Company profile that includes but is not limited to location of the distribution center that will be servicing this agreement, number of fleet vehicles that will be made available for deliveries, years in business, resumes of key personnel that will provide support services and/or training related to this agreement, etc.
 2. Line item quotation of dairy products (Appendix A) to be furnished to Dexter Consolidated Schools. The chosen vendor will offer a single monthly invoice.
 3. Copy of proposed service contract
 - a. The contract shall be for one calendar year with an annual extension option for up to three additional years pending mutual agreement
 - b. The contract shall include a 60 day termination notice requirement.

Any bid that does not adhere to these requirements may be deemed non-responsive and rejected on

that basis.

IV. EVALUATION PROCESS

1. All Offeror bids will be reviewed for compliance with the mandatory requirements stated within the ITB. Bids deemed non-responsive will be eliminated from further consideration. In state bids will be given preference.
2. The Purchasing Manager or Designee may contact the Offeror for clarification of the response.
3. The Evaluation Committee may use other sources of information to perform the evaluation.

V. SPECIFICATIONS

Criteria for Award of Proposal: the successful vendor shall provide the following:

1. Prior Performance – Vendor will demonstrate the ability to meet this and other local school districts' delivery requirements by providing references with whom the vendor has conducted business for a minimum of two years.
2. Price and Conformity To Plans and Specifications – While cost is a significant factor in considering the placement of the award, it is not the only factor and the award will not be based solely upon the lowest prices submitted. The district reserves the right to accept other than the lowest price proposal.
3. Company Representatives – The qualifications of the representatives assigned to our district as well as back up personnel must be outlined in the proposal.
4. Vendor will pick up leftover milk the day before Winter Break, the day before Thanksgiving Break and on the last day of school.

Vendor will furnish current price list with bid. Discounts shown will be from the most current price list. Bids will not be accepted with escalation clause.

Deliveries of order(s) are requested within twenty-four (24) hours after receipt of order and/or at least twice a week or more if needed, unless otherwise agreed by vendor and ordering agency.

The awarded vendor shall comply with all of the terms and conditions contained herein and are hereby made part of this contract. The submission of a bid shall be considered as prime facie evidence that the bidder has familiarized himself with and understands the conditions under which this price agreement shall be performed. No letter or stipulation submitted with a bid shall alter the terms and conditions of this agreement.

APPENDIX A

Please complete the following page or supply a line item quotation of milk products (including those listed) to be furnished to Dexter Consolidated Schools.

DEXTER CONSOLIDATED SCHOOLS MILK PRODUCTS BID SHEET ITB-2023-0710

VENDOR NAME: _____

VENDOR CONTACT: _____

ITEM	DESCRIPTION	APPROX. WEEKLY USAGE	BID PRICE FOR DIRECT DELIVERY TO SCHOOLS	BIDDER'S NOTES
1) MILK 1% LOWFAT FAT FREE	HOMOGENIZED & PASTEURIZED MUST MEET STATE, LOCAL, & FEDERAL SPECIFICATIONS. MUST CONTAIN AT LEAST MINIMUM FORTIFICATION OF VITAMINS A & D AS PER STATE, LOCAL, & FEDERAL STANDARDS	3000 ½ PINT		
2) MILK, FAT FREE CHOCOLATE	HOMOGENIZED & PASTEURIZED MUST MEET STATE & LOCAL SPECIFICATIONS. LABEL MUST MEET FDA'S STANDARD FOR LABELING MUST CONTAIN AT LEAST MINIMUM FORTIFICATION OF VITAMIN A & D AS PER STATE AND LOCAL STANDARDS	3000 ½ PINT		
3) MILK, 1% CHOCOLATE	HOMOGENIZED & PASTEURIZED MUST MEET STATE & LOCAL SPECIFICATIONS. LABEL MUST MEET FDA'S STANDARD FOR LABELING MUST CONTAIN AT LEAST MINIMUM FORTIFICATION OF VITAMIN A & D AS PER STATE AND LOCAL STANDARDS	3000 ½ PINT		

APPENDIX B

NON-COLLUSION AFFADVIT FOR MILK PRODUCTS

The undersigned further agrees that he/she has read this Request for Bid and agrees to all specifications, and terms and conditions of said Request. The undersigned further agrees that unless otherwise specifically provided for in this request, reference to any equipment, materials, article or patented process, by trade name, make/model, or number shall be regarded as establishing a standard of quality or design and shall not be construed as limiting competition. Signature non-compliance will cause said proposal response to be declared non-responsive.

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal, (such persons, firms and corporations hereinafter referred to as the Offeror), being duly sworn, on his oath, states that to the best of his belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other Offerors, or with any official of Dexter Consolidated Schools (DCS) or any employee thereof, or any person, firm or corporation under contract with DCS whereby the Offeror, in order to induce the acceptance of the forgoing Proposal by DCS, has paid or is to pay to any other Offeror or to any of the aforementioned persons anything of value, whatever, and that the Offeror has directly or indirectly entered into any arrangement or agreement with any other Offeror or Offerors which tends to or does lessen or destroy free competition in the letting of the award sought for by the foregoing Proposal.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

SIGNATURE: _____ DATE: _____

FEDERAL TAX ID#