

# **CRYSTAL CREAMERY - MILPITAS USD**

**BID #16.1**

**DAIRY**

**6/29/16 – 11:00 a.m.**



June 28, 2016

Mr. Victor Frausto  
Student Nutrition Services  
Milpitas Unified School District  
1585 Roger Street  
Milpitas, CA 95035

Dear Mr. Frausto,

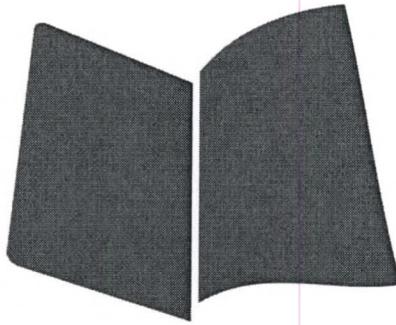
Crystal Creamery is pleased to be able to submit this quote for the Milpitas Unified School District's milk and dairy requirements for the 2016 – 2017 school year and we look forward to the opportunity to continue to serve you.

The prices we have bid are based on June 2016 milk pricing, are bid on an all-or-none basis, are based on our existing delivery schedule with Milpitas Unified School District, and are subject to change monthly, but only if the cost of raw materials (based on changes prescribed by the California Department of Food and Agriculture), labor, or transportation costs change.

Sincerely,

A handwritten signature in black ink, appearing to read "KD", with a large, sweeping flourish extending to the right.

Karen Demichelis  
Director of FP&A  
Crystal Creamery



**MILPITAS**  
UNIFIED SCHOOL DISTRICT

**STUDENT NUTRITION SERVICES**  
**Dairy**

**FOR 2016 - 2017 SCHOOL YEAR**

**MILPITAS UNIFIED SCHOOL DISTRICT**

**BID DEADLINE: WEDNESDAY, JUNE 29, 2016**  
**11:00 AM**

**STUDENT NUTRITION SERVICES**  
**1585 ROGER STREET**  
**MILPITAS, CALIFORNIA 95035**

BID #16.1

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## **SPECIFIC BID INSTRUCTIONS AND INFORMATION TO BIDDERS**

**1. OBTAINING SPECIFICATIONS/BID PACKET**

Bid packets/specifications are on file at the Student Nutrition Services Office located at 1585 Roger Street, Milpitas, CA.

**2. DEADLINE FOR RECEIPT OF SEALED BIDS**

Sealed bids will be accepted up to, but not later than 11:00 A.M. on the 29<sup>th</sup> Day of June 2016.

Bids shall be submitted to:

MILPITAS UNIFIED SCHOOL DISTRICT  
STUDENT NUTRITION SERVICES  
1585 Roger Street  
Milpitas, CA 95035  
**ATTN: Victor Frausto**

**3. BID SUBMISSION REQUIREMENTS**

The bid form, non collusion affidavit and specification sheets (colored pages only) as well as brochures/manufacture specifications shall be submitted in a sealed envelope, labeled as follows in the left corner:

BID #16.1  
Dairy  
6/ 29/16 – 11:00 a.m.

**4. BID OPENING**

Sealed bids will be opened in public on June 29, 2016 at 11:00 a.m., at 1585 Roger Street, Milpitas, CA 95035.

**5. QUESTIONS RELATED TO BIDS**

Questions related to this bid should be directed to Victor Frausto at (408) 635-2894 ext. 6505.

**6. AWARD OF BID**

The bid shall be awarded to the bidder(s) whose product(s);

- A. Meets or surpasses specifications;
- B. Best meets the needs of the district based on the planned use of supplies;
- C. Highest quality;
- D. Lowest price;
- E. Most timely delivery.

**7. NOTIFICATION TO BIDDER (S) AWARDED CONTRACT**

The District will issue to the lowest responsible bidder(s) who most closely meet the quality specifications, a Purchase Order for those items awarded. The District reserves the right to reject any or all bids.

## **GENERAL INSTRUCTIONS TO BIDDERS**

### **1. PREPARATION OF BID FORM**

The District invites bids on the official form, to be submitted at such time and place as stated in the "NOTICE TO BIDDERS". Only bids submitted on official District forms will be accepted.

All blanks in the bid must be filled out and prices must be given both in the "UNIT COST" and the "EXTENSION". In case of a conflict between the unit cost and the extension, the unit cost will be awarded.

Bidders must bid on the base bid including all propositions, alternates, items and unit price set forth in the proposal form.

### **2. SUBMISSION OF BID**

All bids must be submitted in sealed envelopes with the name of the bidder, the bidder business address and the bid number clearly written on the outside of the envelope. It is the sole responsibility of the bidder to see that the bid is received in the proper time frame as stated in the "NOTICE TO BIDDERS". Any bid received after the scheduled closing time for the receipt of bids will be rejected and returned to the bidder unopened.

### **3. FREIGHT CHARGES**

Prices quoted in the Bid Proposal shall be FOB delivered to the Student Nutrition Services, 1585 Roger Street, Milpitas, CA 95035, and shall include such costs as crating, labeling, and all transportation. NO EXCEPTIONS.

### **4. DISCOUNTS**

In all cases, whenever possible, prices quoted shall be net including all discounts.

### **5. SIGNATURE**

The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid. In case a bid is submitted by a corporation, it must be signed in the name of such corporation by a duly authorized officer or agent thereof.

### **6. MODIFICATIONS**

Changes in or additions to this bid form, recaps of the products herein, alternative proposals, or any modification of the bid form which is not specifically called for in the bid document may result in the Districts' rejection of the bid as not being responsive to the invitation to bid. No oral or telephone modifications may be considered only if a postmark shows evidence that a confirmation of a telegram duly signed by the bidder was made, received and attached to the original bid form prior to the opening of the bid.

### **7. BIDS TYPEWRITTEN / WRITTEN IN INK**

All prices or notations must be typed or written clearly in ink. Bids written in pencil will not be accepted.

- 8. ERASURES**  
The bid submitted must contain no erasures, line outs or other corrections unless each correction is initialed and authenticated in the margin immediately opposite the correction with the name(s) of the person signing the bid.
- 9. ERROR IN BID**  
Any claim of bid error must be made before bids are opened. Any bidder may withdraw his/her Bid at any time between the hour of submittal and the hour of bid opening; said bidder will be allowed to resubmit a bid if it is within the time stated in the "NOTICE TO BIDDERS".
- 10. WITHDRAWAL OF BIDS**  
Any bidder may withdraw his/her bid, by written or telegraphic request. The request must be confirmed as specified in #6 above, and received prior to the closing time for receipt of bids. No bidder may withdraw his/her bid for a period of forty-five days after the date specified for the opening of bids.
- 11. INTERPRETATIONS OF DOCUMENTS AND SPECIFICATIONS**  
Any person(s) who contemplates submission of a bid and has doubt regarding the meaning of any part of the specifications, or other contract documents, or finds discrepancies in, or omissions from the specifications, he/she may submit a written request for interpretation or correction from the District. Any interpretation or correction of the bid document will be made by addendum, with a copy of the issued addendum sent to each person receiving a bid packet. No oral interpretations of the bid document will be made to any bidder.
- 12. DEVIATIONS**  
Bidders are expressly notified that no deviation from the Specifications will be allowed unless samples are submitted for prior approval.
- 13. PRICING**  
Prices quoted and submitted on the Proposal shall remain firm for the duration of the contract. Any other related charges not called for in the base bid shall be negotiated between the District and the successful bidder(s).
- 14. AWARD OF CONTRACT**  
The District reserves the right to reject any or all bids or to waive any irregularities in any of the bids or bidding. The contract, if awarded, will be awarded in accordance with #6 of the Specific Bid Instructions.
- 15. FAILURE TO EXECUTE CONTRACT**  
In the event the bidder to whom an award has been made fails, or refuses to execute the contract within seven calendar days from the receipt of notification of contract award may forfeit the contract. The District may award the bid to the next lowest bidder or may call for new bids.

**16. ASSIGNMENT OF CONTRACT**

Neither party to the contract shall assign the contract without the written consent of the other party, nor shall the contractor assign any monies due or to become due to him/her without the written consent of the Board.

**17. AGREEMENT RENEWAL OPTION**

- a. The School District shall have the option to extend this Agreement awarded herein for a period of one (1) year and up to three (3) years from date of award under the same prices, terms, and conditions set forth in this original Agreement.
- b. Extension of this Agreement may be subject only to an inflation clause of not more than 3% over the life of the Agreement subject only to School District and Supplier approval.
- c. The School District shall notify the Supplier, in writing, of the intent to renew, no less than thirty (30) days prior to the termination date of this Agreement. The Supplier has the right to accept or decline.

**18. HOLD HARMLESS**

The successful bidder(s) shall not be held responsible for delays in performance of the contract caused by strikes, riots, or acts of government, and act of God, or other such causes beyond control of the bidder. An extension of time may be granted upon written request of the successful bidder prior to the scheduled delivery date.

**19. SAFETY REQUIREMENTS**

All items proposed in this bid must conform to the Safety Order of the State of California, Division of Industrial Safety, and CAL-OSHA regulations in effect at the time of bid. Bidders receiving awards of items subject to Chapter 4 (Industrial Safety Order), California Code of Regulations, Title B, Division of Industrial Relations, must submit to the Purchasing Department, Material Safety Data Sheets for those items when required.

**NON-COLLUSION AFFIDAVIT**

(To Be Executed By Bidder and Submitted With Bid)

I, KAREN DEMICHELTIS, DECLARE AS FOLLOWS:

That I am the DIRECTOR OF FP+A of CRYSTAL CREAMERY  
(Title) (Company Name)

the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation: that the bid is genuine and collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true, and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true.

Executed this 28 day of June, 2016

At Modesto California.

  
\_\_\_\_\_  
Signature (Company Representative)

**BID FORM**

MILPITAS UNIFIED SCHOOL DISTRICT  
STUDENT NUTRITION SERVICES  
1585 Roger Street  
Milpitas, CA 95035

BID #16.1  
BID OPENING DATE: Wednesday, June 29, 2016

The CRYSTAL CREAMERY  
(Company Name)

will furnish MILK PRODUCTS

for the price indicated, FOB delivered, Milpitas Unified School District, Student Nutrition Services, 1585 Roger Street, Milpitas, CA 95035

Note: NO BID BOND REQUIRED

Bidders are required to return all pages.

**NO BID IS VALID UNLESS SIGNED BY THE PERSON (S) MAKING THE BID.**

If the party is an individual; the bid shall be signed by the individual; if the party is a partnership, the name of the partnership shall be given and the bid signed by one of the partners: if the party is a corporation, the bid shall be signed by the corporation's properly authorized officer or officers.

Sealed bids must be submitted on or before 11:00 a.m., Wednesday, June 29, 2016 to:

Milpitas Unified School District  
Student Nutrition Services  
1585 Roger Street  
Milpitas, CA 95035

SIGNATURE:

6/28/16

DATE



AUTHORIZED SIGNATURE

KAREN DEMICHELI

PRINTED NAME

DIRECTOR OF FP+A

TITLE

CRYSTAL CREAMERY

FIRM NAME

529 KANSAS AVE

BUSINESS ADDRESS

MODESTO, CA 95351

CITY / STATE / ZIP CODE

(209) 576-3400

AREA CODE / TELEPHONE #

(209) 576-3437 / rhunter@crystalcreamery.com

FAX and /or E-MAIL #

Student Nutrition Services  
 Milpitas Unified School District  
 1585 Roger Street  
 Milpitas, CA 95035

**DAIRY PRODUCTS**

SPECIFICATIONS – ALL ITEMS TO CONFORM WITH U.S.D.A. GRADE SPECIFICATIONS

Item	Specifications	Annual Usage	Unit Cost	Extension
1% Low Fat Milk	½ Pint	300,000	<u>.1610</u>	<u>\$48,300</u>
Fat Free Flavored Milk (Chocolate Milk) (No High Fructose Corn Syrup)	½ Pint,	420,000	<u>.1690</u>	<u>\$70,980</u>
Fat Free Flavored Milk (Strawberry Milk) (No High Fructose Corn Syrup)	½ Pint,	120,000	<u>.2007</u>	<u>\$24,084</u>

**Milk delivered to the following Milpitas sites:**

Central Kitchen	1585 Roger Street	3 times per school year
Milpitas High School	1285 Escuela Parkway	3 times per week (M/W/F)
Cal Hills High School	1331 E. Calaveras Blvd	3 times per week (M/W/F)
Russell Middle School	1500 Escuela Parkway	3 times per week (M/W/F)
Rancho Middle School	1915 Yellowstone Avenue	3 times per week (M/W/F)
Burnett Elementary School	400 Fanyon Street	3 times per week (M/W/F)
Curtner Elementary School	275 Redwood Avenue	3 times per week (M/W/F)
Pomeroy Elementary School	1505 Escuela Parkway	3 times per week (M/W/F)
Randall Elementary School	1300 Edsel Drive	3 times per week (M/W/F)
Rose Elementary School	250 Roswell Drive	3 times per week (M/W/F)
Sinnott Elementary School	2025 Yellowstone Avenue	3 times per week (M/W/F)
Spangler Elementary School	140 N Abbott Avenue	3 times per week (M/W/F)
Weller Elementary School	345 Boulder Street	3 times per week (M/W/F)
Zanker Elementary School	1585 Fallen Leaf Drive	3 times per week (M/W/F)

**\*Schools Closed on: 9/5, 11/1, 11/11, 11/23, 11/24, 11/25, 12/19 to 12/30, 1/2, 1/16  
 1/27, 2/20 to 2/24, 4/10 to 4/14, 5/5, & 5/29.\***

**ESCALATOR CLAUSE**

Prices listed in this quotation are based on costs as of 6/29/16. It is understood that the prices contained in this schedule are subject to DECREASE or INCREASE only as follows:

For any change in the Class 1, 2, 3 or 4 raw product costs, as established by the State of California, Department of Food and Agriculture, Bureau of Milk Stabilization, the corresponding cost change plus any Labor costs will be passed through to affected Class 1, 2, 3 or 4 products.

Verification of cost changes must be furnished to the District prior to any price adjustment being made. If any of the above cost changes take place other than the first day of the calendar month, the price adjustment will be delayed until the first day of the following month.

## Special Conditions:

1. In the event that service is not satisfactory, the District reserves the right to cancel this contract.
2. Invoices are to be completely itemized. All invoices and statement must be mailed to:

Student Nutrition Services  
1585 Roger Street  
Milpitas, CA 95035
3. Quantities shown are estimated annual usage. They will provide the basis for determining the total low quote complying with specifications for each group.
4. Processing and packaging must pass the standards of the Santa Clara County Health Department.
5. Deliveries must be made at the request of the CNS Warehouse Worker or CNS Supervisors.
6. No Artificial Growth Hormones (rbST) or High Fructose Corn Syrup.
7. Milk and dairy products must be fresh and all cartons coded. Delivery must be made in refrigerated trucks.
8. Cases must be clean when delivered.
9. All leaking or damaged cartons are to be replaced or credited.
10. **All unsold milk on the last day of school, previous to extended holidays or vacations, shall be collected and credit given to the CNS department.**