



108 Washington Street • P.O. Box 1724 • Cumberland, MD 21501-1724
Telephone (301) 759-2000 • www.acpsmd.org

Members of the Board of Education

Crystal M. Bender, President
Robert S. Farrell, Vice President
Debra L. Frank
Tammy M. Fraley
David A. Bohn, DC

Superintendent of Schools

Jeffrey S. Blank

**Invitation to Bidders
Letter of Instruction**

You are invited to submit a quotation on supplying the Board of Education of Allegany County Food and Nutrition Services Department with the products defined in the attached specifications and conditions.

Copies of the specifications are available from the Food and Nutrition Services Office. Any questions concerning the bid should be directed to the Food and Nutrition Services Office between 8:00 a.m. and 4:00 p.m. Monday through Thursday. The phone number is (301) 876-9202.

Proposals must be submitted on the prescribed form attached herein.

Item prices given must be final net cost after all deductions, tax exemption, and discounts.

All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, and labeled "**Milk Bid**" in accordance with attached specifications.

Sealed bids for the attached defined goods will be received by the Food and Nutrition Services Department until July 13, 2021 at 11:00 AM and will be opened at that time at 211 Market Street.

Bids should be mailed to:

USPS address:

UPS/FEDEX address:

**Allegany County B.O.E.
Food and Nutrition Services
Attn: Todd W. Lutton
P. O. Box 1724
Cumberland, MD 21501-1724
211 Market Street(Rear)
Cumberland, MD 21502**



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Product Specifications

1. LOW FAT MILK Shall be fresh, contain 1.0% milk fat, be pasteurized and homogenized, and contain Vitamin A and D.
2. SKIM MILK Shall be fresh, contain 0.5% or less milk fat, be pasteurized and homogenized, and contain Vitamin A and D.
3. FAT FREE CHOCOLATE FLAVORED MILK Shall be fresh, contain 0.5% or less milk fat, be pasteurized and homogenized, contain Vitamin A and D
4. FAT FREE FLAVORED MILK Shall be fresh, contain 0.5% or less milk fat, be pasteurized and homogenized, contain Vitamin A and D

DELIVERY

1. Frequency of Delivery: Deliveries will be made at least one to three times per week to each school. If, for the convenience of the vendor, additional milk storage is needed in a school, the vendor agrees to supply the necessary equipment without charge to the Board of Education. Any additional equipment of this nature must meet current Health and Sanitation requirements and any other requirements defined by the Board of Education Food Service Department. If the volume of milk used by any one school is of such a small quantity that the vendor wishes a delivery schedule less frequent, these arrangements may be made with the individual cafeteria manager. These arrangements must be approved by the Supervisor of Food and Nutrition Services.
2. Time and Place of Delivery: All Deliveries will be made at a time **convenient to the cafeteria manager**. These deliveries will be made as early in the day as possible, however, no deliveries shall be made during serving time, nor when a member of the cafeteria staff authorized to receive deliveries is not present. There will be no exception to this requirement. The place of delivery shall be in the milk coolers provided in each school. The contractor shall, on request of the Food Service Supervisor, supply milk coolers to those schools where Board of Education equipment is not available. If coolers are required in new or newly remodeled schools the contractor will provide new equipment. Deliveries should be made to all 21 schools throughout the county.



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3. Cafeteria managers have the right to adjust or cancel orders due to changes in school schedule, pupil participation, or other emergencies. All managers will make every attempt to notify the driver as soon as they find out a change is going to be necessary.
4. Under no circumstances shall any products be sold or delivered to school personnel on school property through the school cafeteria.
5. In the event school is closed due to an emergency, that day's menu will be served the next day of the week when school is open.
6. Delivery of Milk to the schools shall be for the school year 2021-2022 in accordance with the orders received from the individual cafeteria. The contractor shall be responsible for becoming informed of any emergency closing of schools due to snow, lack of heat, etc. The school calendar is published on the Alleghany County BOE website.

DURATION OF CONTRACT

1. At the discretion of the Supervisor of Food and Nutrition Services, if both parties agree, the contract as awarded may be extended beyond the scheduled expiration date, provided there is no increase in cost/expense to the Board of Education. This may be done a maximum of four (4) times with each extension not to exceed 1 year in length.
2. The contract will be in effect from the first day of school through the last day of summer break prior to the opening of the next school year. The bid quotation will be considered firm for the first 30 days of the contract. Price adjustment allowances based on "Milk Only" will be considered subsequent to the first 30 days of the contract. Upward price change will not be automatic. Any request for an upward price adjustment must be initiated by the contractor in writing to the Supervisor of the Food & Nutrition Services department. Upward price adjustment(s) will only be authorized by contract amendment approved by the School Food & Nutrition Services Department. The effective date of the change will be the date of the amendment OR thirty (30) days past the most recent price change whichever is longer. All price changes will take effect on the first day of the month.
3. Downward price adjustment WILL BE automatic. Any downward price adjustment will be initiated by the contractor in writing to the Supervisor of the Food & Nutrition Services department. Downward price adjustment(s) will only be authorized by notifying the School Food & Nutrition Services Department in writing. The effective date of the change will be the date of the amendment OR thirty (30) days past the most recent price change whichever is longer. All price changes will take effect on the first day of the month.



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4. Services described above shall be rendered to all schools in the system plus any other facility operated by the Allegany County Public Schools.

DAMAGE

1. The successful contractor shall be held responsible for and be required to make good, at his own expense, any and all damages done or caused by him or his workmen in the execution of this contract.

LAWS AND ORDINANCES

1. All milk shall be processed, packaged and delivered in accordance with the Regulation of the Maryland Health Department, the United States Department of Agriculture, the Allegany County Health Department, and the requirements of the Federal Food, Drug and Cosmetic Act.
2. The contractor shall comply with all laws and ordinances, local or state, and shall be responsible for any and all accidents that may occur to all persons in connection with his work. All permits of any kind shall be procured by the Contractor and where cost is attached, shall pay for same.
3. The Contractor shall be held responsible for and shall be required to make good, at his own expense, any and all damage done or caused by him or his workmen in the execution of the contract.
4. Drivers of milk trucks shall cooperate with and adhere to School Regulations.
5. All products offered must be in compliance with the "Buy American" Act passed by Congress. Section 104(d) of the William f. Goodling Child Nutrition Reauthorization Act of 1998, requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United State and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. The Buy American provision [7CFR Part 210.21(d)] is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.



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PAYMENTS

1. The contractor shall furnish with each delivery an invoice in duplicate indicating the Quantity, Name of Article, Total of Each Item, Unit Price and Grand Total. This invoice must be signed by the receiving school before the driver leaves the school. One copy must be left with the cafeteria manager.
2. A monthly statement shall be submitted to the Food Service Office no later than the fifth day after the finish of the previous month's business. The Board of Education will check the invoices and pay the contractor for the merchandise delivered to the schools.
3. No offer of discounts for payment of bills will be considered in determining the low bidder.

AWARDS

1. Awards shall be made to successful bidders only after the Board of Education has been able to duly consider and compare the various bids submitted.

CANCEL FOR CAUSE

1. The Board reserves the right to cancel the contract if the quality of merchandise furnished is not satisfactory and/or service is not satisfactory.

SAMPLES

1. Samples shall be provided upon request.

RESERVATIONS AND ANNULMENTS

1. The right is reserved by the Board of Education to reject any or all bids, if in its judgment, the best interest of the Board of Education.
2. Should the contractor fail to deliver milk as required, The Board of Education reserves the right to buy milk on the open market and the contractor shall be responsible for any loss to which the county is subject by such action in consequence of such failure to perform.



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MISCELLANEOUS INFORMATION

Based on the history of the products, we have used the following totals from August 2020
- April 2021 but totals are based on an irregular school year with COVID:

Skim Milk	2950	½ pints
1% Low Fat Milk	312,000	½ pints
FF Chocolate Milk	293,000	½ pints
FF Other Flavored	0	½ pints

If there are any questions, contact the Board of Education Food & Nutrition Services
Department, any Monday through Thursday between 8:00 a.m. and 4:00 p.m. at (301) 876-9202.



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MILK BID FORM
Prices for the 2021-2022 School Year

<u>Item</u>	<u>Price per Pkg. Unit</u>
1. Skim Milk _____	1/2 pt
2. 1% Low Fat Milk _____	1/2 pt
3. Fat Free Chocolate _____	1/2 pt
4. Fat Free Flavored Milk _____	1/2pt

I/we certify that all products offered for sale to the Allegheny County Board of Education conform to the "Buy American" Act as passed by the Congress of the United States.

Company:	Name:
Address:	Title:
	Date:
	Phone:

Please be sure to attach a nutrition information sheet before mailing your bid.
Bids will not be accepted if a Nutrition Information Sheet is not attached.