

GREATER EAST TEXAS COMMUNITY ACTION PROGRAM
Department of Early Childhood and Family Services
DECFS Head Start

INVITATION FOR BIDS

SUBJECT: Milk

CLOSING DATE AND TIME: Friday, November 17, 2023, at 3:00 p.m.

GETCAP Department of Early Childhood and Family Services Head Start Centers is seeking bids for Milk Products.

To provide for a requirements contract commencing on December 1, 2023, and continuing until November 30, 2024, with three one (1) year option period which may extend the period of performance until November 30, 2027.

Sealed bid packages shall be submitted to:

Nacogdoches Head Start
Attn: Nutrition Dept.
1902 Old Tyler Road
P. O. Drawer 631938
Nacogdoches, TX 75963-1938

Mark bid envelopes: IFB - Milk Products

Bids will be accepted no later than 3:00 p.m. Friday November 17, 2023. The official time shall be determined by the clock in the Nutrition Dept. No faxes will be accepted. GETCAP – Department of Early Childhood and Family Services Head Start Centers appreciates your time and effort in preparing this bid. Bids received after the deadline shall not be considered for the award of the contract. The Agency is not responsible for lateness of mail, carrier, etc.

Any questions concerning this IFB and specifications shall be directed to Carolyn Mayfield at (936) 564-1142 ext. 108.

The Mission of GETCAP – Department of Early Childhood and Family Services Head Start Centers is to provide comprehensive services to improve the quality of life for children and families.

Funding: Funding is available through the fiscal year. Renewals are subject to appropriations received. Therefore, performance of this contract beyond that date is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the Agency for any payment may arise for

performance under this contract beyond the current fiscal year until funds are made available for performance and until the Contractor receives notice of availability.

It is understood that the Agency reserves the right to accept or reject any and/or all bids for any or all services covered in this solicitation and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of the Agency.

It is also understood that although the bids will be opened at the appointed time, no decision on the awarding of the contract(s) will be made at that time. Bid awards will not be final until approved by the Greater East Texas Community Action Program's Board of Directors.

Altering of Bids: Bids cannot be altered or amended after the submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

Sales Tax: The Agency is exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

Addenda: Any interpretations, corrections or changes to the Invitation for Bid and specifications shall be made by issuance of written addenda. Sole issuing authority of addenda shall be vested in the Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this Invitation for Bids. All responding bidders shall acknowledge receipt of all addenda.

Ethics: Bidder shall not offer or accept any gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Agency.

Bidders must comply with all Federal, State, County, and local laws. All services must be in compliance with Federal, state, county, and local laws.

The bidder shall provide with this bid response all documentation required by this IFB. Failure to provide this information may result in rejection of bid.

Bid Award: At the discretion of the Agency, this bid contract may be awarded by product category or by site delivery location.

References: GETCAP – Department of Early Childhood and Family Services Head Start Centers requires bidders to supply with this IFB, a list of at least three (3) references where similar services have been provided by their firm. Include therein name of firm, address, telephone number and name of representative.

Exceptions/Substitutions: All bids meeting the intent of this Invitation for Bids shall be considered for award. Bidders taking exception to the specifications, terms, and conditions or offering substitutions, shall state these exceptions by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the resultant contractor responsible to perform in strict accordance with the specifications, terms, and conditions of the contract. The Agency

reserves the right to accept any and/or none of the exceptions/substitutions as deemed to be in the best interest of the Agency.

Descriptions: Any reference to brand/manufacture used in bid specifications is descriptive, not restrictive. It is used to indicate the type and minimum quality desired. Bids on items of like quality shall be considered. The burden of proof remains with the bidder, for all bids on components other than as specified. This shall be accomplished by providing sufficient documentation and/or sample components (if requested by the Agency).

Delivery: FOB destination, inside delivery, specified Head Start locations, full freight provided for. Also note bid specifications/special conditions.

Venue: This contract shall be governed and construed according to the laws of the State of Texas.

Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate the bidder's responsibility. A prospective bidder must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed performance schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics; and
5. be otherwise qualified and eligible to receive an award.

The Agency may request representation and other information sufficient to determine the bidder's ability to meet these minimum standards.

Contract: This bid, when properly accepted and awarded by the Agency, shall constitute a contract equally binding between the Contractor and the Agency. No different or additional terms will become part of this contract with the exception of a written modification.

Change Order: No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in any resultant contract. Modifications to the contract shall be made in writing by the Purchasing Agent.

Successful Contractor: Shall defend, indemnify and save harmless the Agency, all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Contractor, or their agents, in the performance of any contract which may result from this bid award. The contractor shall pay any judgment cost which may be obtained against the Agency growing out of such injury or damages.

Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall

be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Testing: Testing may be performed at the request of the Agency, by an agent so designated, without expense to the Agency.

Termination for Convenience: The Purchasing Agent, by written notice, may terminate this contract in whole or in part, when it is in the Agency's best interest. If this contract is terminated the Agency shall be liable only for payment for performance elements accepted before the effective date of termination.

Termination for Default: The Agency reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Agency in the breach or default of this contract. The Agency reserves the right to terminate this contract immediately in the event that the Contractor fails to 1) meet delivery or completion schedules, or 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the Agency to award to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.

Packing Slips/Invoices: or other suitable shipping documents shall accompany each shipment and shall show: 1) name and address of the Contractor, 2) name and address of receiving department and/or delivery location, and 3) descriptive information as to the items delivered, to include quantity, number or containers, etc.

Prices: If during the life of the contract, the Contractor's net price(s) to all other customers for the item(s) included herein are reduced below the contract price, it is understood and agreed that the benefits of such reduction shall be extended to the Agency.

Assignment: The Contractor shall not sell, assign, transfer, or convey this contract, in whole or in part, without the prior written consent of the Agency's Purchasing Agent.

Patents/Copyrights: The Contractor agrees to protect the Agency from claims involving infringements of any patents or copyrights.

Force Majeure: Contractor shall not be liable for delay in delivery or performance or for failure to give notice of delay when such delay is due to factors beyond its control, including, but not limited to, fires, strikes, explosions, governmental regulations, court orders or decrees, or acts of nature such as floods, wind, earthquakes, tornadoes, or hurricane. If the Contractor is unable to perform any of its obligations as a result of force majeure, Contractor shall immediately give written notice to the Agency of the date of inception of the force majeure condition and the extent to which it will affect performance.

Option to Extend the Term of Contract: The Agency may extend the term of this Contract by written notice to the Contractor within thirty (30) days of expiration. The total duration of this contract, including the exercise of any options under this provision,

shall not exceed four (4) years. **The contractor agrees to no single year price increase greater than 10 percent.**

Customer Service Test: The successful bidder will allocate a representative with action authority to make, at a minimum, one visit per quarter per center to ensure that the Agency's end users are satisfied with the product and service that they are receiving and to resolve any complaints in a timely manner. This includes the nutrition staff and the Food Service Supervisor for that center. The representative will also maintain, at a minimum, the same frequency of contact with the Nutrition Manager for resolution of any problems.

Payment: Shall be made upon receipt and acceptance by the Agency of all services completed and the receipt of a valid signed invoice. Payments are made monthly, as soon as possible after the end of the month following the receipt of the monthly statement for the prior month's business.

The Agency reserves the right to make a lump sum award, or award by major categories, by service location, or individual line items or any combination thereof.

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BID SPECIFICATIONS

MILK PRODUCTS

Service and deliver all items ordered to designated locations in a timely manner. Normal delivery schedule to all locations will be the following workday, between the hours of 7:00 a.m. – 10:30 a.m. and 1:00 p.m. – 2:30 p.m. Monday through Friday. **Absolutely no deliveries between 11:00 a.m. – 12:00 noon or after 2:30 p.m.**

Provide items as requested or specified.

Note any standard packaging/minimum order requirements in the exception area of the bid schedule. **The Agency desires delivery to all locations without a minimum order.**

The yearly estimated expenditures are between \$35,000.00 and \$40,000.00.

The estimated usages submitted are for bidders' use and are not a guarantee. The Head Start Program is not responsible for any products suppliers may have on hand at the end of the contract period. Bidders should be aware that some quantity needs might be altered significantly or deleted due to changes in USDA's Special Nutrition Program and/or Head Start mandates or funding.

Note: All bidders are to use the attached food bid sheets to show all pricing. The attachment must be submitted with your bid package to be considered for any award of contract.

Damaged or spoiled goods shall be issued a credit invoice by the Contractor, if the credit is not reflected on the delivery invoice.

Name brand changes will be made in writing, 30 days before the effective date, to the Nutrition Manager at the Nacogdoches Head Start location.

Substitutions must be of equal or higher quality than the original order. Substitutions will be kept at the discretion of the nutrition staff at individual locations.

All bids received shall be evaluated on "Best Value" which means the lowest overall cost to the agency for the service, considering the following factors:

1. Unit price
2. Quality
3. Delivery/Service
4. Solicitation meeting Specifications

GETCAP – Department of Early Childhood and Family Services Head Start Centers reserves the right to make a lump sum award, or award by individual line items, award by delivery location, or any combination thereof.

AGENT OF SUCCESSFUL CONTRACTOR

Contractor will list below the name, address, and telephone number(s) of the agent for the successful Contractor who is to be contacted and served notice for any purpose under this Contract.

1. Successful Contractor _____

2. Name of Agent _____

3. Address of Agent _____

4. Phone Number of Agent _____

Note any exceptions:

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the bidder certifies, and in the event of a joint bid, each party thereto certifies, as to its own organization, that in connection with this procurement:

The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any manner relating to such prices with any other bidder or with any competitor.

Unless otherwise required by law, the prices that have been bid in this solicitation have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor.

No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition.

EACH PERSON SIGNING THIS BID CERTIFIES THAT:

They are the person in the bidder’s organization who is responsible for the decision as to prices offered herein and that they have not participated in, and will not participate in any action contrary to the statements above; or

They are not the person in the bidder’s organization who is responsible for the decision as to the prices being bid herein, but that they have been authorized in writing to act as an agent for the persons responsible for any such decisions. In certifying that such persons for whom they act and themselves have not participated and will not participate in any such action contrary to the statements above.

This is to confirm that _____ is in compliance with Federal, State, County and
(company name)
City regulations, Equal Employment Opportunity Standards per Title 7 Civil Rights Act, Fair Labor Standards Act, and the Americans with Disabilities Act.

Company Name

Representative (type or print)

Company Address

Authorized Signature

State and Zip Code

Date

Phone Number

Fax Number

In accepting this bid package for competition, the Agency certifies that the agency’s officers, employees, or agents have not taken any action which may have jeopardized the independence of this bid.

GETCAP – Department of Early Childhood and Family Services Head Start Centers Representative

Acceptance of this bid package for competition does not constitute the formation of any contract.

Standard Terms and Conditions Attachment
(Please sign and attach to your bid)

Termination: The agreement entered into by GETCAP – Department of Early Childhood and Family Services Head Start Centers and _____, named henceforth as “Contractor,” and to which this is attached shall terminate automatically on November 30, 2024, unless otherwise stated in the body of the agreement to which this is attached. If there is a loss of funding or failure of the Contractor to perform satisfactorily, GETCAP – Head Start reserves the right to terminate this agreement with thirty (30) days written notice at any time.

Relationship of Parties: It is understood by the parties that the Contractor is an independent entity with respect to GETCAP – Department of Early Childhood and Family Services Head Start Centers, and not an employee of Head Start. GETCAP – Department of Early Childhood and Family Services Head Start Centers will not provide fringe benefits, including health insurance, paid vacation, or any other employee benefit, for the benefit of the Contractor or the Contractor’s employees.

Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid.

Entire Agreement: The Agreement, with this attachment, contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement and these Terms and Conditions supersede any prior written or oral agreements between the parties.

Amendment: The Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Indemnity: The Contractor is acknowledged as an independent contractor of the agency and as such will indemnify and hold harmless the agency for any and all loss, expense, and/or claims associated with or arising out of such injury or damage due to the activities or from any act or omission of the contractor, its Board members (if applicable), employees, representatives, family members, invitee, and volunteers.

Waiver of Contractual Right: The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Applicable Law: This Agreement shall be governed by the laws of the State of Texas unless superseded by federal law.

Equal Opportunity: During the performance of this contract, the Contractor agrees to the following:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, religion, disability, political belief, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, disability, political belief, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The Contractor shall, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.

Certifications: By returning a signed bid the Contractor agrees to and certifies:

1. The Contractor shall be in compliance with the Copeland Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, 29 CFR part 3, providing that each contractor and sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up part of the compensation to which he is otherwise entitled.
2. The Federal Government and Agency shall have "rights to inventions made under this agreement" in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any further implementing regulations issued by HHS.
3. The Contractor shall take action to ensure that all work is performed in accordance with OSHA guidelines and OSHA required record keeping and training is current and on going.
4. The Contractor shall to the best of its knowledge or belief, not be currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state agency, and are not currently or previously within the past three years been indicted or convicted either civilly or criminally by a governmental entity (local, state, or federal) for violations of procurement, consumer, and/or felony statutes.
5. Per 31 U.S.C. 1352, the Contractor certifies, to the best of his knowledge and belief, that: a) no Federal funds have been or shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer, employee, or any other person of influence (such as a Member of Congress) within or without the Agency in connection with the awarding of this contract or agreement. b) If such funds have been paid or will be paid as outlined in subsection 5.a, the Contractor shall complete and submit Standard Form-LLL,

“Disclosure Form to Report Lobbying,” in accordance with its instructions. c) that the Contractor shall require the language of this section (5.) be included in the award documents for all sub-awards at all tiers, and that all sub-recipients shall certify and disclose accordingly. This section is a material representation of fact upon which reliance was placed when this transaction was made or entered into and submission is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. code (Byrd Anti-Lobbying Amendment).

In the event of the Contractor’s noncompliance with the above terms, conditions, and certifications or with any state or federal rules, regulations, or orders, this agreement may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts. No other terms and conditions may take precedence without the written permission of the Agency.

I have read the above and agree to abide by these terms and conditions. I further by my signature certify that I am an authorized representative of the Contractor with authority to obligate such to comply with the above with the exception of the following:

Exceptions:

Contractor _____ Date _____

Company _____

Received and acknowledged by _____ Date _____

GETCAP – Department of Early Childhood and Family Services Head Start Centers

INVITATION FOR MILK BIDS
Department of Early Childhood and Family Services
DECFS Head Start

GETCAP Department of Early Childhood and Family Services Head Start Centers is accepting proposals for the purchase of **Milk Products** for use in the Head Start Programs in Nacogdoches, Crockett, Trinity, Huntsville, and Coldspring, TX. The items include but are not limited to 1% and whole milk, lactaid milk, soy milk, yogurt, juice, and other dairy products.

Specification package may be picked up starting Monday October 30, 2023 at 1902 Old Tyler Rd., Nacogdoches, TX, or emailed by calling 936-564-1142 ext. 108. Packages are due on Friday November 17, 2023, by 3:00 pm. They will be opened, but not tabulated or awarded at that time.

GETCAP reserves the right to accept or reject any and/or all bids and to waive any formalities in the bid process it deems to be in the best interest of the Agency.

GREATER EAST TEXAS COMMUNITY ACTION PROGRAM
Department of Early Childhood and Family Services
DECFS Head Start

HEAD START LOCATIONS

NACOGDOCHES HEAD START
And **EARLY HEAD START**
1902 Old Tyler Road
Nacogdoches, TX 75964
(936) 564-1142
Delivery to Kitchen 1/Bldg. 1
Delivery to Kitchen 3/Bldg. 7

CROCKETT HEAD START
And **EARLY HEAD START**
435 Texas St.
Crockett, TX 75835
Deliver to Kitchen 1/Bldg. 1
Deliver to Kitchen 2/Bldg. 2

TRINITY HEAD START
808 N. Lakefield
Trinity, TX 75862

HUNTSVILLE HEAD START
125 FM 980
Huntsville, TX 77340

SAN JACINTO COUNTY HEAD START
941 Slade St.
Coldspring, TX 77331

GREATER EAST TEXAS COMMUNITY ACTION PROGRAM
 Department of Early Childhood and Family Services
 DECFS Head Start

MILK BID PRICING SHEET

A	B	C	D	E	F	G	H
	Item #	Specifications	Pack	Yearly Est. Usage	Brand	Unit/Pack Cost	Vendor #
1.	Milk Almond Breeze Original Unsweet	Blue Diamond or Equal	12-32 oz	500 Gal			
2.	Milk Almond Breeze Original	Blue Diamond or Equal	12-1 qt	500 Gal			
3.	Milk Almond Breeze Vanilla	Blue Diamond or Equal	12-32 oz	500 Gal			
4.	Milk Almond Non-Dairy	Blue Diamond or Equal	12-32 oz	500 Gal			
5.	Milk Almond Non-Dairy	Blue Diamond or Equal	12-1 qt	500 Gal			
6.	Milk Almond Non-Dairy	Silk or Equal	6-64 oz	500 Gal			
7.	Milk Lactaid	Oak Farm or Equal	6-64 oz	800 Gal			
8.	Milk Oat	Silk or Equal	6-64 oz	500 Gal			
9.	Milk Soy Original	Silk or Equal	12-32 oz	500 Gal			
10.	Milk Soy Organic Original	Kikkoman or Equal	12-32 oz	500 Gal			
11.	Milk Whole	Oak Farm or Equal	24-8 oz	500 Gal			
12.	Milk Whole	Oak Farm or Equal	1 Gal	1500 Gal			
13.	Milk 1%	Oak Farm or Equal	24-8 oz	500 Gal			
14.	Milk 1%	Oak Farm or Equal	1 Gal	8000 Gal			