

BID SPECIFICATIONS

FOR

MILK PRODUCTS

(Annual Needs 2025-2026)

OWNER: ST. CLOUD AREA SCHOOL DISTRICT 742
WAITE PARK MN 56387

BID OPENING DATE: THURSDAY, MAY 29, 2025, AT 10:00 A.M. C.T.

ST. CLOUD AREA SCHOOL DISTRICT 742
WAITE PARK MN 56387

CALL FOR BIDS
FOR
MILK PRODUCTS

(Annual Needs 2025-2026)

Notice is hereby given that sealed bids will be received by the Board of Education, St. Cloud Area School District 742, Stearns-Benton-Sherburne-Wright Counties, Waite Park, Minnesota, until 10:00 a.m. Central Standard Time, Thursday, May 29th, 2025, for the purchase of MILK PRODUCTS according to specifications on file in the Purchasing Department, St. Cloud Area School District 742, District Administration Office, 1201 South 2nd Street, Waite Park, Minnesota, at which time the bids will be opened publicly and read aloud in the Board of Education Room located in the District Administration Office, 1201 South 2nd Street, Waite Park, Minnesota, and tabulated for review by staff members who will make recommendations to the Board of Education for their consideration at a later meeting. At that time, copies of the tabulation will be available to interested parties or the bids otherwise made public and the Board will take action thereon.

Specifications and bid forms may be obtained from the Purchasing Department at the School District Administration Office, 1201 South 2nd Street, Waite Park, Minnesota.

Bids are to be submitted in a sealed envelope addressed to the Purchasing Department, District Administration Office, 1201 South 2nd Street, Waite Park, Minnesota, 56387, and clearly marked on the outside that it is a bid proposal for MILK PRODUCTS. Each bidder must furnish with each proposal a certified check or bid bond in the amount of 5% of the bid made payable to the Treasurer of St. Cloud Area School District 742, Waite Park, Minnesota, to be forfeited as damages in case the proposal be accepted and the bidder fails to enter into a contract with the Owner or fails to deliver services as specified according to the provision of these bid specifications. The Board reserves the right to reject any or all bids and to waive any informalities in bids.

Dated at St. Cloud, Minnesota, this 7th day of May, 2025.

BOARD OF EDUCATION
ST. CLOUD AREA SCHOOL DISTRICT 742

Amy Skaalerud, CPA
Executive Director of Finance and Business Services

GENERAL CONDITIONS

1. GENERAL PROVISIONS OF BID PROPOSAL

- A. Invitation to Bid: Sealed bids will be received by the Purchasing Department at the District Administration Office, 1201 South 2nd Street, Waite Park, Minnesota, until 10:00 a.m. Central Standard Time, Thursday, May 29th, 2025.
- B. Specifications and bid forms are combined and bid proposals MUST be on the forms provided. Failure to comply with this provision may cause rejection of a bid.
- C. The owner reserves the right to reject any or all bids and to waive any informalities of a bid.
- D. It shall be the responsibility of the bidders to acquaint themselves with all factors relative to this bid and all conditions that might affect the goods and/or services to be supplied under the bid call.
- E. Bid awards for those goods and/or services will be made by the Board of Education of St. Cloud Area School District 742. The bid award will be based upon, but not limited to, pricing; ability of bidder to fulfill contract and specification requirements; and prior experience and performance of the bidder.

2. BID SECURITY

Bidders shall accompany each bid with a certified check, bid bond, or cashier's check, made payable to St. Cloud Area School District 742, in the amount of 5% of the estimated amount of the total contract.

3. TAXES

The contractor shall pay all taxes imposed on any and all goods and/or services used so that there will be no liability on the part of the Owner for any type of tax assessed thereon.

4. CORRESPONDENCE

All correspondence regarding these specifications or other matters relating to this bid call should be directed to: Purchasing Department, St. Cloud Area School District 742, 1201 South 2nd Street, Waite Park, MN 56387 (Phone: 320-370-8031).

5. ESCALATOR CLAUSE

Escalation clause bids are accepted.

6. SIGNING OF BIDS

The bid must be made out and signed in the firm name or corporate name of the vendor and must be fully and properly executed and signed by an officer or other authorized representative, whose title is to be stated. One original clearly marked as such and one copy of the bid is requested.

Proof of authority of the person signing the bid shall be furnished upon request. If the responder is a corporation, a secretarial certificate of an excerpt of the corporate minutes showing that the signing officer has authority to contractually obligate the corporation, shall be furnished. Where the corporation has designated an attorney-in-fact, the ordinary power of attorney shall be furnished. If the responder is a partnership, a letter of authorization should be furnished, signed by one of the general partners. If the responder is a partnership, a letter of authorization shall be furnished, signed by one of the general partners. If the responder is a proprietor, and the person signing the bid is other than the owner, a letter of authorization signed by the owner shall be furnished.

7. EXECUTION OF CONTRACTS

A contract must be executed for the goods and/or services, and all provisions and conditions of these specifications will be considered as an official part of this contract.

8. PATENTS

Equipment contractor shall hold and save the Owner and its officers, agents, servants, and employees, harmless from liability of any nature or kind, including cost and expense for, or on account of, any patented or un-patented invention, process, article or appliance manufactured or used in the performance of this contract, including its use by the Owner, unless specifically stipulated in the contract documents.

9. COMPLIANCE WITH THE LAWS

All products and services must comply in quality, type of material, methods of manufacture, and handling procedures with all applicable local, state, and federal laws, regulations, and codes, including but not limited to applicable USDA regulations. This includes compliance with:

- USDA Food and Nutrition Service (FNS) regulations governing the National School Lunch Program (NSLP) and School Breakfast Program (SBP), including 7 CFR Part 210 and Part 220;
- All food safety and sanitation standards as required by the USDA, the FDA, and any other federal, state, or local authorities having jurisdiction.

10. BUY AMERICAN PROVISION

In accordance with the Buy American Provision (7 CFR Part 210.21(d)), all milk and dairy products supplied under this contract must be of domestic origin to the maximum extent practicable. For the purpose of this bid, "domestic" shall be defined as products that are processed in the United States using substantial agricultural commodities that are

produced in the United States.

11. ASSIGNMENTS

The contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the Owner. In case the contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for performance of the work called for in the contract.

12. PAYMENTS

Contractor will be paid within 35 days of completion of services and acceptance of work and materials by Owner. Request for payment should include certificate as stated below:

"I (We) certify that services for which this request for payment is made has been performed according to the plans and specifications and terms of the contract documents."

13. INSURANCE

The selected vendor (contractor) shall purchase and maintain such insurance as will protect the vendor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations by the Contractor or by any of them, or by anyone for whose acts any of them may be liable:

1. GENERAL LIABILITY
Commercial General Liability
\$1,000,000 Per Occurrence
\$2,000,000 General Aggregate
2. AUTOMOBILE LIABILITY
Combined Single Limit
\$1,000,000 Each Accident
- WORKERS COMPENSATION
Statutory Limits (MN) \$100,000
- EMPLOYERS' LIABILITY
\$100,000 Each Accident
\$100,000 Disease – Each Employee
\$500,000 Disease – Policy Limit

Commercial General Liability shall be carried as a Comprehensive General Liability Policy and shall include Contractor's Contingent (Protective) Liability and Products and Completed Operations.

Automobile Liability Policy shall include all owned, non-owned, and hired motor vehicles. Certificates of Insurance naming the Owner as additional insured shall be filed with the Owner prior to commencement of the work. These certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least ten (10) days prior written notice has been given to the Owner.

14. COLLUSION OF BIDDERS

Collusion between bidders is cause for rejection of all bids of bidders involved.

15. OWNER'S RIGHT

In the event of substantial changes in the school lunch/breakfast program and subsequent volume usage, the Owner reserves the right to re-negotiate prices with the successful bidder(s).

16. ALTERATIONS AND ERASURES

All bids must be typewritten or in ink.

As stated in the Minnesota Statute 123.37, a bid containing an alteration or erasure of any price contained in the bid which is used in determining the lowest responsible bid shall be rejected unless the alteration or erasure is corrected as herein provided: An alteration or erasure may be crossed out and correction thereof printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.

DETAILED SPECIFICATIONS AND PROVISIONS - MILK

VENDOR INITIAL FOR ACCEPTANCE	ITEM NO.	SPECIFICATIONS – DETAILED CONDITIONS AND PROVISIONS
	1.	Contract period July 1, 2025 through June 30, 2026. The District retains the option to renew the contract annually up to a total of four years. Price changes for renewal periods must be submitted by April 1 of each year, and will be approved only with documented cost increases to the vendor. All terms and conditions of this bid specification will apply to all contract renewals.
	2.	The successful vendor will deliver predetermined quantities and varieties of milk to "cooler" stations provided by the District, at each designated school or site. All details of this service must be negotiated with, and satisfactory to, the Supervisor of Nutritional Services prior to the award of this contract.
	3.	All milk products must meet the Grade A standards as specified by Minnesota Statute Chapter 32. To incorporate the proposed District Wellness Policy, the milk will be skim or 1%.
	4.	Carton used for packaging products must state exactly what is contained inside. Carton must yield accurate measures of fluid ounces of milk. Milk temperature should be 33° to 40°, above 45° milk spoils.
	5.	The Owner reserves the right to change the quantities and varieties of milk to be delivered as well as changing the delivery sites during the contract period.
	6.	<u>All milk products must be available for the last day of school.</u>
	7.	For elementary and secondary schools - Milk must be delivered to all schools by August 29th, 2025, at 12:00 p.m. to insure complete delivery for the first days of school.
	8.	All products must be delivered in clean, sanitized cartons and racks. All products should be fresh and serving dates fall well within the maturity date stamped on the product. Milk cases to be clean, plastic material, no galvanized or metal material.
	9.	Orders will be placed by department, by building. Invoices must also be by department, by building.
	10.	Vendor to supply usage report for contract period, by item, April 30, 2026.
	11.	Bids will be escalation/de-escalation pricing. Bids must state all factors which will affect pricing and must be indexed to the Federal Milk Order.
	12.	Coolers to be provided by vendor if needed. NOTE: Currently 10 buildings use the coolers.

Milk: 1% or fat free (skim) milk – no Bovine Growth Hormone

The following list is the approximate milk product purchases from August 2024 through April 2025.

ITEM NO.	KEMPS ITEM # TO BE USED AS REFERENCE	PRODUCTS	QUANTITY USED 2024-25 (August - April)
1.	26890	DAIRY PUR 1% MK HPE 50CS	416,800
2.	27493	MULU MILK LAC SK 8OZ 24BX	7,824
3.	65492	TRMOO CHOC SK MK HPE 50CS	949,367

DELIVERIES WILL BE MADE TO THE FOLLOWING LOCATIONS:

Apollo High School 1000 44th Avenue North St. Cloud, MN 56303	Roosevelt/City Life 3015 3rd Street North St. Cloud, MN 56303
Technical High School 4200 South 33 rd Street St. Cloud, MN 56301	South Junior High School 1120 15th Avenue South St. Cloud, MN 56301
Clearview Elementary School 7301 Highway 24 Clear Lake, MN 55319	Westwood Elementary School 5800 Ridgewood Road St. Cloud, MN 56303
Kennedy Elementary School 1300 Jade Road St. Joseph, MN 56374	Discovery Community School 700 S 7th Street Waite Park, MN 56387
Lincoln Elementary School 336 5th Avenue SE St. Cloud, MN 56304	North Junior High School 1212 N 29th Avenue St. Cloud, MN 56301
Madison Elementary School 2805 9th Street N St. Cloud, MN 56303	Talahi Community School 1321 University Drive SE St. Cloud, MN 56304
Oak Hill Community School 2600 County Road 136 St. Cloud, MN 56301	ALC – McKinley Building 216 N 8 th Avenue Waite Park, MN 56387
Quarryview Education Center 800 S 7 th Street Waite Park, MN 56387	Katherine Johnson Education Center (KJEC) 713 Anderson Ave St. Cloud, MN 56303

We expect buildings to have delivery 2-3 times per week utilizing the bid awardees ordering process.

Coolers Needed for:

ALC-McKinley – 1
North - 2
South - 3
Kennedy - 1
Clearview – 1

Lincoln – 2
 Talahi – 2
 Westwood – 2
 Roosevelt/City Life – 2
 Katherine Johnson Education Center (KJEC) - 1

DIRECTORY: ST CLOUD AREA SCHOOL DISTRICT 742
NUTRITIONAL SERVICES DEPARTMENT

Apollo 1000 N 44 th Ave St Cloud MN 56303	Katy Reno	370-8682	Kathleen.reno@isd742.org
Tech 4200 S 33 rd St St Cloud MN 56301	Jody Amundson	370-8389	Jody.amundson@isd742.org
North 1212 N 29 th St St Cloud MN 56303	Levi Scott	370-7023	Levi.scott@isd742.org
South 1120 S 15 th Ave St Cloud MN 56301	Amber Barrett	370-7248	Amber.barrett@isd742.org
Clearview 7310 Hwy 24 Clear Lake MN 55319	Alice Goebel	370-6529	Alice.goebel@isd742.org
Kennedy 1300 Jade Rd St Joseph MN 56374	Donald Woods	370-7448	Donald.woods@isd742.org
Lincoln 336 SE 5 th Ave St Cloud MN 56304	Pamela Payne	370-6676	Pamela.payne@isd742.org
Madison 2805 N 9 th St St Cloud MN 56303	Nora Markfort	370-6349	Nora.markfort@isd742.org
Discovery 700 S 7 th St Waite Park MN 56387	Bonnie Molitor	370-6196	Bonnie.molitor@isd742.org
Talahi 1321 University Ave SE St Cloud MN 56304	Tammy Evenson	370-7795	Tammy.evenson@isd742.org
Westwood 5800 Ridgewood Rd St Cloud MN 56303	Jackie Gall	370-7712	Jaclyn.gall@isd742.org

Oak Hill 2600 County Rd 136 St Cloud MN 56301	Heather Linn	370-6019	Heather.linn@isd742.org
ALC/McKinley 216 N 8 th Ave Waite Park MN 56387	Kristi Scott	370-6809	Kristi.scott@isd742.org
Quarryview Education Center 800 S 7th Street Waite Park, MN 56387	Bonnie Molitor	370-6196	Bonnie.molitor@isd742.org
Katherine Johnson Education Center (KJEC) 713 Anderson Ave St. Cloud, MN 56303	Kristi Scott	370-6809	Kristi.scott@isd742.org

BID MUST BE ENTERED ON THE FOLLOWING BID PROPOSAL FORM – MILK

In accordance with the general specifications and with these specifications (as outlined), the undersigned agrees to supply and delivery MILK for each school day to schools of St. Cloud Area School District 742 for the 2025-2026 school year as directed by the Supervisor of Nutritional Services for the escalation/de-scalation unit prices as indicated. **The ensure fair competition, please use May 2025 pricing for the “Escalation/De-Escalation Unit Prices Each” column below:**

ITEM NO.	DESCRIPTION	STOCK #	Check if bidding as spec. Include detailed information if not as requested.	<u>*ESCALATION/ DE-ESCALATION UNIT PRICES EACH</u>
1.	DAIRY PUR 1% MK HPE 50CS	26890		\$
2.	MULU MILK LAC SK 8OZ 24BX	27493		\$
3.	TRMOO CHOC SK MK HPE 50CS	65492		\$

BIDDER TO STATE ESCALATION/DE-ESCALATION FACTORS:

FIRM NAME

FIRM ADDRESS

PHONE NO.

FAX NO.

SIGNATURE

TYPED NAME
OF PREPARER

TITLE

DATE

E-MAIL ADDRESS

BIDDER'S ASSURANCE OF COMPLIANCE

The Board of Education
St. Cloud Area School District 742
Waite Park, MN 56387

Gentlemen/Ladies:

The undersigned, being familiar with the provisions and conditions of these specifications for the purchase of MILK PRODUCTS, hereby proposes to furnish and deliver as specified and directed to St. Cloud Area School District 742, Waite Park, Minnesota.

The bidder has carefully checked all items as to description listed on the specification form, has properly identified or described proposed substitutions of the bid proposal, including all special provisions, and any deviation or exceptions have been clearly cited herein. It is understood that these deviations and exceptions will be considered a conclusive and an official part of this bid proposal. Accompanying this proposal is the Bid Security called for in the Call for Bids, the same being subject to forfeiture in the event of default by the undersigned.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids, and it is agreed that this bid may not be withdrawn during a period of sixty (60) days from the time of the opening of the bid.

FIRM NAME _____

FIRM ADDRESS _____

PHONE NO. _____

FAX NO. _____

SIGNATURE _____

TYPED NAME
OF PREPARER _____

TITLE _____

DATE _____

E-MAIL ADDRESS _____