SCHOOL DISTRICT OF THE CITY OF SAGINAW <u>Produce</u>

The School District of the City of Saginaw will receive bids on Produce Products for use in the Saginaw Public Schools breakfast and lunch programs during the 2021-2022 school year. Sealed bids are due no later than 2:00 pm, Friday, May 21, 2021, in the Finance Department, 550 Millard St., Saginaw, MI 48607. All bids should be marked "Produce Bids" on the outside of the envelope. No late bids will be accepted. No changes will be allowed after the due date and time indicated. The School District reserves the right to accept or reject any or all bids in whole or in part and to waive informalities therein. The District reserves the right to award the bid as it deems in its best interest. Questions may be referred to Anitra Sweeney, Fiscal Services Specialist, (989) 399-6539 or <u>asweeney@spsd.net</u>.

BID SPECIFICATIONS

PRODUCE PRODUCTS:

| | Must Have | Avoid |
|---------|--------------------------------|---------------------|
| Look - | Smooth, Ripe, Appetizing, Firm | Rotten spots, Mushy |
| Aroma - | Pleasant, Sweet | Sour, Rancid |
| Taste - | Sweet, Fresh, Juicy | Sour, Spoiled |

<u>Fruit</u> –

Most common types, apples, oranges, bananas, pears

Approximate total number of cases needed for 2021-2022 school year is 3,600 (approximately 75 cases per week). Cases to be delivered to each building

Vegetables -

Most common types, carrots, onions, celery, green pepper, cucumbers, chopped romaine lettuce, shredded romaine

Approximate total number of cases needed for 2021-2022 school year is 3,600 (approximately 75 cases per week). Cases to be delivered to each building

Bagged of Fruit -

2oz bags of pre-cut fruits- For our Fresh Fruit and Vegetable Program.

Approximate total number of cases needed for 2021-2022 school year is 1,000 (approximately 40 cases per week). Cases to be delivered up to 9 elementary schools.

Bagged Vegetables-

2oz bags of pre-cut vegetables- For our Fresh Fruit and Vegetable Program

Approximate total number of cases needed for 2021-2022 school year is 1,000 (approximately 40 cases per week). Cases to be delivered up to 9 elementary schools

The contract will begin July 1, 2021 through approximately June 30, 2022. Deliveries will be to 15 sites.

DAMAGED DELIVERY -

Delivery will be refused on any and all rotten or spoiled product or otherwise unappealing to the eye. Bidder will be responsible for replacement of any packages so refused within a period of 4 hours or sooner if the Board of Education cannot make adequate arrangements.

CREDIT PROCEDURES -

Upon receipt of damaged produce products, Bidder will be notified by telephone by the Board of Education. Upon notification, Bidder will make arrangements so that the Board will not be charged on monthly statements for damaged products.

ACCURACY LIABILITY -

Bidder will be held responsible for accuracy of the number of produce products delivered as per Board of Education purchase order. Since deliveries are sometimes made before employees are present, Bidder may be notified after delivery that delivered products count was not accurate. Bidder is responsible for making necessary arrangements in the delivery for that day.

The District will make available at each delivery site, an authorized representative to receive and sign for all delivered products. Deliveries prior to 7:00 a.m. and after 2:30 p.m. may not be accepted. All deliveries <u>must be signed for</u> and left inside the school building as close to the cafeteria as possible. Any deliveries left outside the building or not signed for will not be accepted, and it will be the Bidder's responsibility to make adequate arrangements for that day's delivery.

In emergency circumstances, the District reserves the right to cancel orders without penalty, up to 12 hours before scheduled truck departure of delivery. Deliveries will be received and payment made for same in situations wherein notifications to company were not made in time to "hold" or "recall" deliveries.

If deliveries are not made on a daily basis (Monday through Friday) please indicate schedule that will be followed. State how last minute provisions for immediate deliveries can be handled. Deliveries, as well as past experience, last minute provisions, price, and quality will all be determining factors in this bid.

Please list discounts for produce when less than a Monday-Friday delivery schedule is followed.

INSURANCE -

The Bidder will submit proof that they maintain the following minimum insurance:

- a. Workman's Compensation as prescribed by the laws of this state.
- b. Comprehensive Bodily Injury and Property Damage Liability Insurance, including bodily injury and property damage caused by automobiles with limits of \$300,000 for injury or death of any one person, and \$500,000 for injury or death of two or more persons in any one accident; and \$100,000 for property damage in any one accident.
- c. Insurance covering Bidder's Contractual Liability here-under as the District may reasonably request.
- d. Bidder agrees to indemnify and hold District harmless from and against all liability, claims, demands, suits, or judgments which may arise from injury or death to any person (whether or not an employee or officer of District or Bidder) or from damage to the Property of any person (whether or not an employee or officer of District or Bidder) arising out of or caused by the negligent and/or intentional acts or omissions of Bidder, it's employees and/or officers, in the course of Bidder's performance pursuant to the agreement resulting from this bid solicitation, provided said liability claims, demands, suits or judgments do not arise out of or are not caused by acts or omissions of District, it's employees, officers, students, demands or suits against which Bidder, by this paragraph agrees to indemnify and hold District harmless, Bidder shall defend same at its sole expense provided District shall give prompt notice to Bidder of any such liability, claims, demands or suits.
- e. District agrees to indemnify and hold Bidder harmless from and against all liability, claims, demands, suits, or judgments which may arise from injury or death to any person (whether or not an employee or officer of District or Bidder) or from damage to the property of any person (whether or not an employee or office of District or Bidder) resulting from or in connection with the agreement resulting from this bid solicitation, and arising out of or caused by the negligent and/or intentional acts or omissions of Bidder, it's employees and/or officers in the course of Bidder's performance of this agreement. In the event of any liability, claims, demands, or suits against which District, by this paragraph, agrees to indemnify and hold Bidder harmless. District shall defend same at its sole expense, provided Bidder shall give prompt notice to District of any such liability, claims, demands or suits.

BID BOND -

Each bidder must submit with his proposal a certified check or bid bond in the amount of 5% of the proposal, made payable to the secretary of the School District of the City of Saginaw, which check or bid bond will be left in escrow with the Business Manager and will become the property of the owner, it's amount being a measure of the liquidated damages sustained if the Bidder for any reason whatsoever, after opening of bids, refuses to execute the contract required in the event of the contract being awarded to him.

Bid bonds or certified checks of all except the three lowest bidders, will be returned within ten (10) days after opening of bids. Those of the three lowest bidders will be returned after the contract is executed by the successful Bidder.

EXECUTION OF CONTRACT -

Within ten (10) days after receiving notice of award, the successful Bidder shall execute a contract with the School District providing for the supplying of bakery products as designated.

RIGHT OF DISTRICT TO CANCEL -

The School District of the City of Saginaw reserves the right to cancel this contract at any point for service not rendered according to the contract.

SCHOOL DISTRICT OF THE CITY OF SAGINAW

After thorough examination of the SPECIFICATIONS for Produce Products, and submitting in writing any deviations from the specifications, the

(Name of company)

hereby submits the following for consideration.

QUOTATION DUE: 2:00 p.m. May 21, 2021

RESPECTFULLY SUBMITTED:

Date: ______

PROPOSAL FORM

| 1. | Whole Apples | | |
|----|---------------|----------|----|
| | | Per case | \$ |
| | | Count | _ |
| 2. | Whole Oranges | Per case | \$ |
| | | Count | |
| 3. | Bananas | | |
| | | Per case | \$ |
| | | Count | _ |
| 4. | Pears | Per case | \$ |
| | | Count | |
| 5. | Carrots | | |
| | | Per case | \$ |
| | | Count | |
| 6. | Onions | Per case | \$ |
| | | Count | |
| 7. | Celery | Per case | \$ |
| | | Count | |
| | | | |

| 8. | Green pepper | | |
|-----|------------------------------|--------------|--------|
| | | Per case | \$ |
| | | Count | |
| 9. | Cucumber | | |
| | | Per case | \$ |
| | | Count | |
| 10. | Romaine Lettuce | | |
| | | Per case | \$ |
| | | Count | |
| 11. | Chopped Romaine Lettuce | | |
| | | Per case | \$ |
| | | Count | |
| 12. | Shredded Iceberg Lettuce | | |
| | | Per case | \$ |
| | | Count | |
| | | | |
| 13. | Any discount for 3-day deliv | ery schedule | Yes No |

%_____

PROPOSAL FORM

| 4. | Terms of payment (state any cash discounts) | | | | |
|----|---|-----|----|--|--|
| 5. | Credit & delivery procedure accepted? | Yes | No | | |
| 6. | State schedule that will be followed for deliveries not made on a daily basis, and last minute provisions for immediate deliveries. | | | | |
| | | | | | |
| 7. | Proof of insurance included? | Yes | No | | |
| 8. | 5% Bid bond included? | Yes | No | | |
| 9. | Prices firm through June 30, 2022? | Yes | No | | |