



West Indy Coop

**INVITATION FOR BIDS**

**BAKERY COMPANIES**

**SEALED BIDS**

Bid packet for the WEST INDY COOPERATIVE BAKERY BID #1

BAKERY BID DUE BY: May 1, 2017 at 10:00 am

AWARDS MADE: May 20, 2017

March 20, 2017



To: Bakery Companies

West Indy Cooperative (WIC) is a School Food Service cooperative in Indiana. WIC serves 77,000 students in Indiana. The following school corporations comprise the Board of Directors (BOD) for WIC: MSD of Decatur Township, MSD of Wayne Township, MSD of Lawrence Township, Mooresville Consolidated Schools, and Roncalli High School. The BOD will select a Bakery bid on behalf of: MSD of Decatur Township, MSD of Wayne Township, MSD of Lawrence Township, Mooresville Consolidated Schools, and Center Grove Community Schools. The aforementioned schools comprise the members of the WIC Bakery Bid #1.

Competitive, sealed bids are being sought for K-12 segment bakery products. Bakery bid pricing is requested for the 2017-2018 school year effective July 1, 2017 through June 30, 2018. Upon mutual agreement of the cooperative and the manufacturer, the bid may be renewed annually for one (1) year, and annually up to four (4) additional years.

The West Indy Cooperative will receive sealed bids at MSD of Decatur Township's Administrative Offices: 5275 Kentucky Avenue, Indianapolis, Indiana 46221 until 10:00 a.m. EST, Monday, May 1, 2017. Any bid received after the designated time will be returned unopened to the sender. An electronic copy of the bid must be sent to [bids@rogersk12consulting.com](mailto:bids@rogersk12consulting.com) after the opening on Monday, May 1, 2017.

Bid packet must include:

Contact Information

Who to contact if there is an issue

Bakery address where the product is being produced

Address where trucks are loaded for deliveries

Complete product listing with codes and pricing

Copy of a vehicle inspection reports for vehicles that would service routes for this bid

Copy of latest Board of Health inspection report for bakery where items will be produced

Ordering instructions

Nutrient labels for all items bid

Print out of the completed bid form

Must Complete: Affidavits and Disclosures packet

A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder.

The winning bid will be recommended to each participating WIC member's school board for final approval.

WIC intends to create partnerships with manufacturers and suppliers who are dedicated to the needs and concerns of school food service operators. Thank you in advance for your interest and support of this endeavor. We look forward to receiving your bid.

**Sealed Bakery Bids** due by May 1, by 10:00 am

Mail to:

Rogers K12 Consulting

364 Linden Ridge Trail

Greenwood, IN 46142

Attn: Katie Rogers

**OR** bring to the opening on May 1, 2017

**IN ADDITION**

**MUST SEND Electronic Copy and Nutrient Information** after bid opening on

Monday, May 1, 2017:

[bids@rogersk12consulting.com](mailto:bids@rogersk12consulting.com)

Public Bid opening will be on May 1, 2017 at 10:00 am at

MSD of Decatur Township

5275 Kentucky Avenue

Indpls., IN 46221

Sincerely,

*Katie Rogers*

West Indy Cooperative

Katie Rogers, WIC Bid Administrator

Rogers K12 Consulting

(317) 714-9010

"The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs on the basis of race, color, national origin, sex religion, age, disability, political beliefs, sexual orientation, or marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

**WEST INDY COOPERATIVE**  
**CONTRACT SECTION I - INVITATION FOR BIDS**

BID FOR: Pricing for Bakery items

ITEMS: **BAKERY**

TYPE OF BID: Sealed, Competitive Bid, Firm-Fixed Price

PERIOD: Effective July 1, 2017-June 30, 2018

BID OPENING: MSD of Decatur Township  
5275 Kentucky Avenue, Indianapolis, IN 46221  
May 1, 2017  
9:30 a.m.

Pricing to be held firm for bid period.

CONTACTS: If there are questions concerning this invitation to bid, please contact:

**Katie Rogers 317-714-9010**  
**[Katie@rogersk12consulting.com](mailto:Katie@rogersk12consulting.com)**

# **WEST INDY COOPERATIVE**

## **CONTRACT SECTION 2 GENERAL BID & CONTRACT REQUIREMENTS**

### **A. INSTRUCTIONS:**

#### **1. DELIVERY OF BIDS**

Bids can be mailed to Rogers K12 Consulting:  
364 Linden Ridge Trail, Greenwood, IN 46142  
ATTN: Katie Rogers, WIC Bakery Bid #1

Sealed bids will be accepted at MSD of Decatur Township, Indianapolis, IN 46221 until 10:00 am on Monday, May 1, 2017.

Bidder Firm must complete MUST COMPLETE INFO: AFFIDAVITS/DISCLOSURES forms found in the invitation to bid email. Electronic signatures will not be accepted on these documents.

Bids must be email to [bids@rogersk12consulting.com](mailto:bids@rogersk12consulting.com) after the bid opening. Nutritionals for all items bid should also be emailed to the address above.

The bid of any manufacturer not meeting specifications will be subject to bid approval.

#### **2. QUANTITIES**

It shall be understood by all parties concerned that any contract established as a result of this invitation will not obligate the member districts to receive any quantity in excess of actual requirements. While the quantities shown are classified as estimates for bidding purpose, they do represent actual historic tabulation. Forecasted quantities, by school district, can be found on the Excel bid document by clicking on the "Projected Use By District" tab.

#### **3. REVIEW AND AWARDING OF BIDS**

After the public opening of bids, the awards are fully subject to the approval of the Governing Board of West Indy Cooperative's individual school districts Board of Education. The bidder acknowledges the right of WIC to reject any or all bids as it deems it to be in the best interest WIC and to waive informality or irregularity in any bid received. A manufacturer may enter an alternate for any product on the bid. A bid award recommendation will be made by May 20, 2017.

Acceptance of any bid will be based on the assumption that the bidder fully understands the specifications and conditions and accepts them without reservation.

#### 4. RENEWAL

Upon mutual agreement of the cooperative and the manufacturer, the bid may be renewed annually for one (1) year, and annually up to four (4) additional years.

New members often join WIC throughout the bid period. New members may request to join Bakery bids. WIC will work directly with the awarded Bakery company to add new members to the WIC Bakery Bid. Adding a new member to the existing bid should be in the best interest of WIC and the winning Bakery company and have mutual agreement by both parties to add new members.

#### 5. NEW PRODUCTS

New products approved by WIC through the product evaluation process shall be added to the bid at any time during the bid process as long as competitive pricing is secured.

#### 6. TESTING/REVIEW OF PRODUCTS:

WIC reserves the right to evaluate products after the bid is opened to assure products are the highest quality items with the lowest price.

#### 7. EXCLUSIVITY

WIC agrees to use the awarded Bakery as the sole source of product to purchase. Unless, the product is of poor quality or the product is non-attainable.

#### 8. QUANTITIES:

It is understood that any quantities shown herein are approximate and that any contract shall cover the actual needs of the agency as ordered during the term of the contract, whether more or less than estimated quantities shown.

Product received may be tested by State weights and measures representatives. If the product fails, payment for the value of all meals that the schools served which failed to meet federal requirements for reimbursement is required.

9. DELIVERY

Each delivery must be accompanied by a legible delivery receipt.

Inspection of bakery items will be done at point of delivery.

WIC reserves the right to reject any product that is not fresh, properly sealed/packaged, or a non-approved substitute. In addition, items that are delivered by unsanitary vehicles or on unsanitary racks may be rejected.

The successful bidder shall furnish the Food Service Director with ordering instructions and cut/add procedures.

Delivery shall be made on sanitary, clean racks.

The bakery must pick up empty racks in a timely fashion.

Delivery vehicles must be clean, sanitary and clearly marked with the bakery name on the vehicle. Unmarked vehicles may never be used to deliver bakery items to WIC schools.

Delivery vehicles must be inspected by the Bakery on a regular basis. Inspection reports must be available to WIC schools upon request.

Bakery items must be in a sealed bag and clearly marked with pack date codes.

If the Bakery, upon multiple requests by WIC, cannot deliver ordered items in sanitary vehicles, clearly marked vehicles, on sanitary racks, per delivery schedule set forth in bid packet or meet timely deliveries, WIC reserves the right to dissolve the contract upon thirty (30) days notice. Every attempt will be made by WIC to work with the Bakery. It is ultimately the Bakeries responsibility to find quick resolution to any issues brought to their attention.

Due to the set-up of delivery routes and drivers, often one school/district may have issues while another is receiving acceptable service from the Bakery. Individual school districts/schools reserve the right to terminate their participation in the WIC Bakery Bid if service is not acceptable. Thirty (30) days notice will be given to the Bakery if this situation arises.

10. PRICING

The bid prices submitted shall be for deliveries to all delivery sites listed in the bid packet. School locations are listed on the bid under the Member Info tab. Vendors should expect to meet or exceed the delivery days and times listed under the Member Info tab on the bid sheet. If there are any concerns from the vendor regarding meeting these delivery days

and times, it must be made known to WIC before the bid opening on May 1, 2017.

Pricing is to be held firm for length of bid period.

11. **PROTEST PROCEDURES:**

Offeror's whose proposal has been timely filed and who is aggrieved by the award of a contract to another offeror may appeal the decision by filing a written notice of appeal. The notice must be filed within five (5) business days of the date of the award of Contract, exclusive of Saturdays, Sundays, and legal state holidays. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, and section of the solicitation document and/or award of Contract.

An appeal will be heard by the designated school administration unless the petitioner is not an aggrieved party, or a prior request by the same petitioner relating to the same contract award has been granted, or the request is capricious, frivolous, or without merit.

The burden of proof lies with the petitioner. The evidence presented must specifically address and be limited to one or more of the following:

- Violation of State or Federal law;
- Irregularities creating fundamental unfairness; or
- Arbitrary or capricious award.

The appeal will be reviewed by the designated school administration who will provide a written response within ten (10) business days after hearing the appeal. If the appealing party is not satisfied with the response, the petitioner may appeal to the designated school's Board of Education for further review. Further review must be requested in writing, and must be received by the WIC Board of Directors within five (5) business days after the date of the administration's response. The request for further review must state the reasons the administration's response is being rejected.

The decision of the designated school board shall be in writing, and shall be the final decision on the matter.

**CONTRACT PERFORMANCE:**

WIC reserves the right to cancel the entire contract and/or buy in the open market at the current price and charge the supplier the difference between the price so paid and the bid price in the event that:



- Brands of merchandise other than brands named on the bid are delivered without prior approval.
- Formulation of a product is changed.
- If the product deviates from the specification or is found to be inferior or unwholesome.

### **TERMINATION CLAUSE:**

West Indy Coop may terminate this contract at any time for any reason by giving at least thirty (30) days' notice in writing to the contractor. If the contract is terminated by WIC as provided herein, the contractor will be paid a fair payment as negotiated with WIC for the products delivered as of the date of termination.

### **TERM OF PAYMENT:**

Terms of payment to the Contractor will be in accordance with the terms of the Contract based on invoices submitted to and approved by the member school district. Invoices shall be fully documented in accordance with the Contract. No payments shall be made on invoices not listing an invoice number. Payments will be made in accordance with each member districts payment policy. Invoices must reflect only the amount due for that portion of the services performed, materials furnished for the period covered by each invoice. Contractor agrees to waive any/all interest charges on overdue invoices. Contractor agrees to never add a fuel charge to invoices.

## **B.CONTRACT REQUIREMENTS:**

This contract shall be governed in all respects --as to validity, construction, capacity, performance, or otherwise -- by the laws of the State of Indiana.

**CIVIL RIGHTS ACT:** Contractors providing services under the Invitation for Bids herewith assure the food purchasing group that they are conforming to the provisions of the Civil Rights Act of 1964 as amended.

**NON-COLLUSION AFFIDAVIT:** Bidders shall submit a non-collusion affidavit as prescribed by the Indiana Board of Accounts with the official bid forms attached. The notary seal on the affidavit should be shaded with a pencil if the notary didn't use an ink stamp.

**SAFETY WARRANTY:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time or 30 days whichever is shorter, correction may be made by the buyer at Seller's expense.

**FORCE MAJEURE:** If by any reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement then such party shall give notice and full particulars of Force Majeure in writing to the other part within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as herein provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockout, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Indiana or any civil or military authority, insurrections, riots, epidemics, arrests, restraint of government and people, civil disturbances, explosions, acts of war, or any other causes no reasonably in the control of the party claiming such inability.

**MODIFICATIONS:** This contract can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

**PUBLIC INFORMATION:** West Indy Cooperative and/or its cooperative members considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Indiana Access to Public Records Act, after a contract is awarded. Respondents are hereby notified that West Indy Cooperative strictly adheres to all statutes, court decisions, and opinions of the Indiana Attorney General with respect to disclosure of bid information. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, West Indy Cooperative cannot guarantee that it will not be compelled to disclose all or part of any public record under the Indiana Access to Public Records Act, since information deemed to be confidential by Respondent may not be considered confidential under Indiana law.

**BUY AMERICAN PROVISION:** West Indy Cooperative members participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) are required by law to use nonprofit School Nutrition Program (SNP) funds, to the maximum extent practicable, to buy domestic commodities or products for meals served under the NSLP and SBP. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. The term substantially means that over fifty-one percent (51%) of the final processed product consists of agricultural commodities that were grown domestically.

**HUB POLICY STATEMENT:** West Indy Cooperative is wholly committed to developing, establishing, maintaining, and enhancing minority involvement in the total procurement process. It is the policy of West Indy Cooperative to involve qualified HUB and minority/women-owned businesses to the greatest extent feasible in the cooperative's procurement of goods, equipment, and services. WIC's contractors, suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remains the ultimate "yardstick" in contractor, subcontractor, vendor, service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with West Indy Cooperative shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity in procurement process.

**WHOLE GRAIN RICH:** In accordance with NSLP and SBP regulations at 7 CFR Parts 210 and 220, foods that qualify as whole grain-rich for the NSLP are foods that contain 100 percent whole grain or contain a blend of whole-grain meal and/or flour and enriched meal and/or flour, of which at least fifty percent (50%) is whole grain. Whole grain-rich products must contain at least fifty percent (50%) whole-grains and the remaining grain, if any, must be enriched. If the first ingredient is not whole grain but there are multiple whole-grain ingredients in the product, manufacturers must complete a product formulation statement documenting the weight of the first (refined) grain ingredient and the total weight of the whole grains. Manufacturers should provide information on company letterhead with the following information: product name, product code, product ingredient statement, serving size, total weight of whole grain ingredients in product, weight of primary ingredient in product, weight of primary grain ingredient, company representative signature, printed name, title, email and date certifying all information is accurate.

**NONDISCRIMINATION STATEMENT:**

"In accordance with Federal law and the U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. "To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (866) 632-9992 (toll free), (800) 877-8339 (Federal Relay Service) or (800) 845-6136 (Spanish Speaking Assistance). USDA is an equal opportunity provider and employer."

**LUNSFORD ACT REQUIREMENT:**

The Jessica Lunsford Act requires all contracted vendors who are permitted access on school grounds when students are present, who have direct contact with students, or have access to or control of school funds, to undergo a background check.

**ASSURANCE OF ETHICAL PRACTICES:**

Manufacturers and brokers must have a company policy of maintaining the highest level of professional and ethical standards in the conduct of its business. Manufacturers and brokers must place the highest importance on its reputation for honesty, integrity, and high ethical standards. This Policy should serve as a reaffirmation of the importance of the highest level of ethical conduct and standards for all employees within the company. Each employee who is materially involved in any of the company's documentation, billing or competitive practices has an obligation to familiarize himself or herself with all such applicable laws and regulations and to adhere at all times to the requirements thereof. Where any question or uncertainty regarding these requirements exists, it is incumbent on, and the obligation of, each employee to seek guidance from a knowledgeable officer of, or attorney for, the company.

**GEOGRAPHICAL PREFERENCE:**

(1) A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied;

(2) For the purpose of applying the optional geographic procurement preference in paragraph (g)(1) of this section, "unprocessed locally grown or locally raised agricultural products" means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package);

the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

**REQUIRED CONTRACT PROVISIONS:** All bidders (contractors and subcontractors) shall be in compliance with the following applicable provisions or conditions as mandated by the Office of Federal Procurement Policy, United States Department of Agriculture (USDA) and/or the Indiana Department of Education:

- **Equal Employment Opportunity**—All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)**—All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by the Department of Labor regulations (29 CFR Part 5).
- **Davis-Bacon Act**, as amended (40 U.S.C. 276a to a-7)—When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)**—Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the

purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- **Rights to Inventions Made Under a Contract or Agreement**—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention 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 implementing regulations issued by the awarding agency.
- **Clean Air Act (42 U.S.C. 7401 et. seq.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)—Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- **Debarment and Suspension** (E.O.s 12549 and 12689)—All parties doing business with the Department of Agriculture should consult the Department's regulations for debarment and suspension found at 7 CFR 3017. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees
- **Solid Waste Disposal Act** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

# WEST INDY COOPERATIVE

## CONTRACT SECTION 3 REQUIRED FORMS

### A. INSTRUCTIONS FOR COMPLETING FORMS:

#### **GENERAL BID REQUIREMENTS:**

Sealed bids shall be mailed and emailed as stated in Contract Section 1.

#### **HELP WITH BID:**

If you need help completing the bid, please contact:

Katie Rogers, Bid Admin, 317.714.9010 [katie@rogersk12consulting.com](mailto:katie@rogersk12consulting.com)

#### **GENERAL BID INSTRUCTIONS**

Download all bid documents included in the invitation to bid email.

Use the Excel document to enter your bids for this opportunity. Print and mail the bid documents. Bids should be emailed to [bids@rogersk12consulting.com](mailto:bids@rogersk12consulting.com) after 10:00 am on May 1, 2017.

Please put in the title of the email: WIC Bakery Bid - Your company name

Please note: You may alter the width and height of rows to make the file easier to look at or print.

Prices may be expressed to a maximum of three (3) decimal places only (e.g. \$0.000).

#### **Include in the bid packet:**

Contact Information

Who to contact if there is an issue

Bakery address where the product is being produced

Address where trucks are loaded for deliveries

Complete product listing with codes and pricing

Copy of a vehicle inspection reports for vehicles that would service routes for this bid

Copy of latest Board of Health inspection report for bakery where items will be produced

Ordering instructions

Nutrient labels for all items bid

Print out of the completed bid form

Must Complete: Affidavits and Disclosures packet

#### **Excel Spreadsheet Instructions:**

Enter your firm bid price in column E

Enter your vendor ordering code in column F

Enter grain equivalents per serving as defined by USDA specifications in column G

Column H will tabulate your bid price (column E) times usage (column D)

If your product does NOT have the same pack size as specified in column B-

Enter your bid on the **ALTERNATE PACK SIZE SHEET**

To convert to your pack size-

Take the servings in column B and multiple by column usage in column D

This will give you total servings

Divide total servings by your pack size (column I) and enter the number into quantity (column J)

Enter your vendor ordering code in column K

Enter grain equivalents per serving as defined by USDA specifications in column L

Enter your firm bid price in column M

Column N will tabulate your bid price (column M) times usage (column J)

### **ADDITIONAL PRODUCTS OF BENEFIT TO SCHOOLS**

Enter products your bakery offers that might be of benefit to schools.

The price of these items should be held firm for the term of the bid.

The price of these items will not be considered when awarding the bid.

Column A enter product descriptions

Column B enter pack size

Column C enter bakery order code

Column E enter firm bid price

### **MUST COMPLETE INFO: AFFIDAVITS/DISCLOURES-**

These documents must be completed and mailed with bid.

Bidders are required to print and complete the **MUST COMPLETE INFO:**

**AFFIDAVITS/DISCLOSURES** document provided in the invitation to bid e-mail. These forms are required by USDA for any dollars spent within the Child Nutrition Programs.

Assure you have completed and included in your bid packet the following documents:

1. Bid Certification
2. Non-Collusion Affidavit
3. Hub Certification
4. Clean Air Act
5. Certification Regarding Disclosure of Lobbying and Debarment/Suspension Certification

**Electronic signatures will not be acceptable. Original signatures must be on all forms.**







