



West Indy Coop

Invitation for Bids: Bakery 2019-2020 School Year

Includes 3 Bids for West Indy Coop:

Bid #1 Indianapolis

Bid #2 Indy & Surrounding Areas

Bid #3 East Indiana

PUBLIC BID OPENING: Monday, May 6, 2019 at 10:00 am

BIDS DUE: Sunday, May 5, 2019 at 5:00 PM

AWARDS MADE BY: May 31, 2019

April 10, 2019



To: Bakery Vendors

West Indy Cooperative (WIC) is a school food service cooperative in Indiana. WIC represents 100,000 students in Indiana. Please see the attached list for member districts. MSD of Decatur Township, MSD of Wayne Township, MSD of Lawrence Township, Roncalli High School and Mooresville Consolidate Schools comprise the Board of Directors for WIC. The Board of Directors will evaluate the bids and make final decisions on behalf of our members.

Competitive, sealed bids are being sought for the K-12 school segment for Bakery products. Three Bakery bids are being solicited for this Invitation to Bid. Each bid will be awarded separately. Bakery bid pricing is requested for the 2019-2020 school year. Pricing will be effective July 1, 2019 through June 30, 2020. Upon mutual agreement of the Cooperative and the Vendor, the bid may be renewed annually for one (1) year, and annually up to four (4) additional years.

Bids are to include the completed Procurement Certifications packet found in the Invitation to Bid email. Only one Procurement Certification packet needs to be completed per vendor. No bids shall be accepted by fax. The West Indy Cooperative Board of Directors reserves the right to waive irregularities and to reject any, all, or part of bids.

The 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 Vendors 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 Sunday, May 5, 2019:

Mail to:

Rogers K12 Consulting
364 Linden Ridge Trail
Greenwood, IN 46142
Attn: Katie Rogers

MUST SEND ELECTRONIC COPY by Monday, May 6, 2019:

bids@rogersk12consulting.com

PUBLIC BID OPENING will be on Monday, May 6, 2019 at 10:00 am:

MSD of Decatur Township
5275 Kentucky Avenue
Indianapolis, IN 46221

Sincerely,

Katie Rogers

West Indy Cooperative
Katie Rogers, WIC Administrator
Rogers K12 Consulting
(317) 714-9010
katie@rogersk12consulting.com

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

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INVITATION FOR BIDS
BAKERY 2019-20

ITEMS: BAKERY ITEMS: Bid 1, 2 & 3

TYPE OF BID: Sealed, Competitive Bids
Firm Pricing

PERIOD: Effective July 1, 2019-June 30, 2020

BID OPENING: Monday, May 6, 2019 at 10:00 am
MSD of Decatur Township: Board Room
5275 Kentucky Avenue
Indianapolis, IN 46221

BID DUE: Sunday, May 5, 2019

Sealed Bid Mail to:

Rogers K12 Consulting
364 Linden Ridge Trail
Greenwood, IN 46142

Electronic: bids@rogersk12consulting.com

**CONTRACT SECTION 1
GENERAL BID INFO AND CONTRACT REQUIREMENTS
BAKERY 2019-20**

GENERAL BID INFORMATION

Delivery of Bids

General Instructions

Must Mail Sealed Bid (no staples):

- Completed Bid on Excel form
- Procurement Certifications
- Contact Information/Who to contact with issues
- Bakery address where product is being produced
- Most recent health inspection report
- Complete product listing with codes
- Ordering procedures
- Nutrient labels for all items bid

Must Email:

- Completed Bid on Excel form
- Procurement Certifications
- Contact Information/Who to contact with issues
- Bakery address where product is being produced
- Most recent health inspection report
- Complete product listing with codes
- Ordering procedures
- Nutrient labels for all items bid

No bids shall be altered or amended after the specified time for opening.

Definitions

Excel Form: Form provided with bid packet to input your official bid price. This Excel form must be completed and submitted with bid packet.

Pricing Requirements: Price must include freight costs. No fuel or surcharges can be added to invoices.

Procurement Certifications: Includes: Bid Certification, Anti-Collusion Affidavit, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Certification Regarding Lobbying, Clean Air and Water Certificate.

CN Label or Nutrient Label: Child Nutrition (CN) label is a product label which contains a statement that clearly identifies the meal contribution that product makes towards the CN meal pattern requirements. If a CN Label is not available, provide a Nutrient Label.

Product Formulation Statement: A Product Formulation Statement is used to determine crediting information for the USDA Child Nutrition Programs. It must indicate how the product credits towards the USDA meal pattern requirements.

Fixed Pricing: Fixed pricing shall remain firm for the term of the awarded contract. All fixed prices bid for all products will be net, FOB.

General Requirements

Bakery products shall be manufactured and packaged as defined in the State Regulations Governing the Production of bakery goods, as published by the State Board of Health.

- A. Delivery must be made on sanitary, clean racks. The Vendor must pick up empty racks in a timely fashion.
- B. 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.
- C. The prices submitted shall be for deliveries to all delivery sites in each Member District. School locations are listed on the bid under the Member tab on the Excel bid sheet. Vendors should expect to meet or exceed the delivery days and times listed under the Member 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.
- D. Each delivery must be accompanied by a legible delivery receipt with a date and time stamp. Bakery items must be in a sealed bag and clearly marked with pack date codes.
- E. The successful bidder shall furnish the Food Service Director/Manager with ordering instructions and cut/add procedures.
- F. Deliveries shall be placed in the designated storage area at each site.

- G. Delivery vehicles must be clean, sanitary and clearly marked with the bakery name. Unmarked vehicles may never be used to deliver bakery items to WIC schools.
- H. The Vendor awarded the bid must submit the address of each production plant. Site visits may be made by the Member District(s).

Pricing

- A. The bid price submitted shall be for deliveries to all delivery sites listed in the bid packet.
- B. Not all items on the WIC Bakery Bid must receive a bid price. Although, product availability will take part in the decision of selecting a Vendor.
- C. Pricing is to be held firm for the length of the bid period.

Open and Free Competition

All WIC procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with Title 7, *Code of Federal Regulations* (7 CFR) sections 3016 and 3019.

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 purchases.

Vendor s have the opportunity to decline a successful bid.

Review and Awarding of Bids

After the public opening of bids, the awards are fully subject to the approval of the West Indy Cooperative's individual school district's Board of Educations. The lowest price and highest quality item will be awarded the bid. 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 Vendor may enter an alternate for any product on the bid.

Purchase and Distribution of Winning Bid Items

Upon award of the bid, the products will be purchased and paid for by the West Indy Cooperative Member school.

Renewal

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

New Products

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

Testing/Review of Products:

WIC reserves the right to cut and evaluate products after the bids are opened to assure, they select the highest quality items with the lowest price.

Exclusivity

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

Lines of Communications

As far as practical, all communications between WIC and Vendor (s) shall be in either electronic communications (e-mail) or writing.

Reports

Upon request by WIC, the Vendor will submit a report of all purchases made under this contract. The Vendor must respond within fifteen (15) working days of the request.

Cancellation:

Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

Termination:

West Indy Coop or individual member schools 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.

Unresponsive Vendors:

Proposals from unresponsive vendors will not be accepted. Vendors having a history of inconsistent service and unreliability will not be considered by the West Indy Cooperative to be a responsible bidder.

Responsible Bidder:

The business must be a well-established, financially stable organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

Modifications

Modifications, additions, or changes to the terms and conditions of this Invitation for Bids may be a cause for rejection of a bid.

Piggyback Procurement & Growth

West Indy Cooperative authorizes new member districts to buy under the same terms and prices set forth in this contract. WIC anticipates a membership growth of 25% annually. Proposers should take into account this growth model when submitting a bid.

Questions

Questions regarding this bid shall be submitted IN WRITING (e-mail preferred) no less than ten (10) business days prior to the due date for proposals.

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 WIC Board Member 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:

1. Violation of State or Federal law;
2. Irregularities creating fundamental unfairness; or
3. Arbitrary or capricious award.

The appeal will be reviewed by the WIC Board Member 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 WIC Board Member's Board of Education for further review. Further review must be requested in writing, and must be received by the school's Board of Education within five (5) business days after the date of the WIC Board Member's response. The request for further review must state the reasons the WIC Board Member'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.

General Indemnification

The Firm agrees to indemnify, defend and hold harmless WIC, its Participants, successors, employees and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of (I) the negligent acts or willful misconduct of the Firm and/or it's officers, directors and employees, agents or subcontractors; (ii) any breach of the terms of this Agreement by the Firm; (iii) any violation of applicable State and/or Federal law, regulation, or requirement; or (iv) any breach of any representation or warranty by the Firm under this Agreement. The Firm agrees to notify WIC by certified mail, return receipt requested,

immediately upon knowledge of any claim, suit, action or proceeding for which it may be entitled to indemnification under this Agreement.

Incurring Costs

WIC is not liable for any cost incurred by offerors prior to issuance of a procurement document.

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 Request for Proposals herewith assure that they are conforming to the provisions of the Civil Rights Act of 1964 as amended.

NON-COLLUSION AFFIDAVIT: Proposers 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's Members consider 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's 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 determining factor 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.

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:

Proposer must have a company policy of maintaining the highest level of professional and ethical

standards in the conduct of its business. Proposer 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 (SFA) participating in the USDA Meal Programs 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 SFA has 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 Proposers 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 Non-procurement 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.

- **Energy Policy and Conservation Act Statement** Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

- **Remedy for Non-Performance/ Termination of Contract**

a) Termination -WIC reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by the SFA for such Goods or Services, but in no event, shall Vendor be entitled to recover loss of profits.

b) In the event that either the Vendor or the SFA defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

- **RECORD RETENTION AND ACCESS CLAUSE**

The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the School Food Authority throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

The Contractor shall permit the Auditor of the State of Indiana or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for

audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the School Food Authority reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

- **TERMS 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.

**CONTRACT SECTION 2
BID INSTRUCTIONS
BAKERY 2019-20**

Proposers shall submit bids as stated in Contract Section 1.

There are three (3) bids: Bid 1, Bid 2 & Bid 3. Each bid will be awarded separately. Members and delivery requirements are listed on separate tabs in the Excel sheet.

Help with Bid:

If you need help completing the bid, please contact:

Katie Rogers, Bid Admin, 317.714.9010 katie@rogersk12consulting.com

Pricing:

Bid price must be firm and held July 1, 2019-June 30, 2020

General Instructions

Must Mail Sealed Bid (no staples):

- Completed Bid on Excel form
- Procurement Certifications
- Contact Information/Who to contact with issues
- Bakery address where product is being produced
- Most recent health inspection report
- Complete product listing with codes
- Ordering procedures
- Nutrient labels for all items bid

Must Email:

- Completed Bid on Excel form
- Procurement Certifications
- Contact Information/Who to contact with issues
- Bakery address where product is being produced
- Most recent health inspection report
- Complete product listing with codes
- Ordering procedures
- Nutrient labels for all items bid

INSTRUCTIONS FOR COMPLETING EXCEL BID SHEET

Altering the Excel Bid Sheet

Bidders may alter the width and height of rows to make the file easier to look at or print.

If Bidder would like to provide multiple bids for one specification, please copy and paste the entire row. To do this, right click on the row number so that the entire row is highlighted and choose copy. Then highlight the next corresponding row number, right click and chose Insert Copied Cell. You must create a new row for each bid you make on a single specification (i.e. 3 bids, 3 rows).

Prices may be expressed to a maximum of two (2) decimal places only (e.g. \$0.00).

If you do not wish to bid on a line item, please leave that row completely blank.

Explanation for each column on the Excel bid sheet:

1: Product Description

Specification for the product (Filled out by WIC-do not change).

2: Unit

The size of the product requested. If bidder's product size is different than the unit specified then bidder will add bid on lines 9-14

(Filled out by WIC-do not change)

3: Approved Product

Product name and item code approved by WIC (Filled out by WIC-do not change).

4: Usage

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 usage shown are estimates for bidding purpose, they do represent actual historic tabulation. Forecasted usage, by school district/school, can be found on the Excel bid document by clicking on the "Projected Use" tab.

(Filled out by WIC-do not change)

VENDOR ENTER BID INFO ON COLUMN 5-14

5: Bid Price

Enter bid price per unit (2). Pricing will be held firm for the length of the bid: July 1, 2019 through June 30, 2020. If pack size is different than what is listed the bidder will enter bid under Alternate Pack Size 9-14.

6: Vendor Code

Enter order code for the proposed bid product.

7: USDA Grain Equivalentents

Enter USDA grain equivalentents per serving. Grain equivalentents must be supported by a product formulation statement or CN label included in the bid packet.

8: Total

Usage (4) multiplied by Bid Price (5) equals Total (8).

ALTERNATE PACK SIZE

If bidders pack size is different than what is listed in the Unit column (2), bid will be entered on column 9-14.

9: Pack Size

Enter pack size for bid item.

10: Usage

Convert the Usage (4) to match your pack size.

11: Vendor Code

Enter order code for the proposed bid product.

12: USDA Grain Equivalentents

Enter USDA grain equivalentents per serving. Grain equivalentents must be supported by a product formulation statement or CN label included in the bid packet.

13: Bid Price

Enter bid price per unit (2). Pricing will be held firm for the length of the bid:
July 1, 2019 through June 30, 2020.

14: Total

Usage (10) multiplied by Bid Price (13) equals Total (14).