

Lakeview School District
And
Pennfield School District
Attention: Dairy Vendors

The Lakeview/Pennfield School District is requesting proposals for purchase and delivery of dairy products. The vendor would provide dairy products according to USDA federal procurement regulations and guidelines as well as State of Michigan Department of Education procurement policies and guidelines.

Dairy Vendors may submit proposals to:

Laura Reynolds-Montague
Food Service Director
Lakeview School District
15 Arbor St.
Battle Creek, MI. 49015
269-565-2404
269-565-2408 fax
Lmontague@lakeviewspartans.org

The Board of Education reserves the right to accept or reject any and/or all proposals or to accept the proposal that is in the best interest of the school district.

All proposals must be submitted no later than 2:00 pm on July 31, 2019.
All proposals should be delivered addressed to **Lakeview School District**
and be clearly marked: **Dairy Vendor Proposal**.

All bids may be submitted by mail, email or fax at the addresses and fax number above.

The following items are up for bid at the Lakeview School District.

ITEM	PRICE
White 2%, 8 oz. cartons (Doris Klaussen only)	_____
White 1%, 8 oz. plastic bottles	_____
Skim, 8 oz. plastic bottles	_____
Chocolate Skim, 8 oz. plastic bottles	_____
Plastic Bottle Milk 16 oz. Assorted Flavors	_____
100% 4oz Juice	_____
100% 6oz Juice	_____

Please submit your bid no later than 2:00 pm on July 24, 2019.

GENERAL INFORMATION

A. INTENT

This solicitation is for the purpose of entering into a contract for the purchase and distribution of dairy products for *Lakeview School District, Pennfield School District, Doris Klaussen, St. Marks, St. Joseph and Battle Creek Montessori Academy* herein after referred to as the School Food Authority (SFA). The contract will be between the vendor and the SFA.

B. PROCUREMENT METHOD

The contract awarded will be an RFP contract.

1. For an IFB contract, the contract is awarded to the bid with the lowest price per unit/case.
2. For an RFP contract, the bid must be submitted in two parts: a guaranteed price per unit/case and a written proposal. The guaranteed price per unit/case must be weighted as 50% or more of the evaluation criteria while the written proposal must be weighted as less than 50%. Evaluation criteria and method are shown on Bid Point Calculator and Evaluation Criteria.

C. BID SUBMISSION AND AWARD

1. Bids/proposals will not be accepted after 2:00 pm on 7/24/19. Bid submissions must be marked "Dairy Vendor Bid."
2. The SFA reserves the right to reject any or all bids, if deemed to be in the best interest of the SFA.
3. To be considered, each bidder must submit a complete response to this solicitation.
4. Bid pricing shall be firm for sixty (60) days.
5. Awards shall be made to the qualified and responsible bidder whose bid is responsive to bid. A responsible bidder is one who's financial, technical and other resources indicate an ability to perform the services required by this solicitation.
6. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and he/she cannot secure relief on the plea of error.
7. If additional information is required, please contact Laura Reynolds at 269-565-3935.

D. INCURRED COSTS

The SFA is not liable for any cost incurred by the bidder prior to the signing of a contract by all parties.

E. CONTRACT TERMS

This contract shall be for a period of one year beginning on or about 9/01/19 and ending 8/31/20.

F. PRE-BID MEETING

There will not be a pre-bid meeting.

G. LATE BIDS

Any bid received after the exact time specified for receipt will not be considered.

H. GIFTS FROM VENDOR

The SFA's officers, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible under State law, rules or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

STANDARD TERMS AND CONDITIONS

I. ESTIMATED QUANTITIES

Quantities for products are provided in this solicitation for the **vendor's guidance only**. No guarantee is expressed or implied as to the actual requirements during the Agreement period. It shall be understood that any Agreement established as a result of this solicitation will not obligate the SFA to purchase any quantity of food. The estimates provided are based on historical data during the previous school year's (2018-2019) actual needs and usage. It shall be understood that when product prices are adjusted in accordance with this section, purchasing patterns may change in response, rendering estimated quantities invalid.

II. DELIVERIES

The successful Vendor shall provide delivery within a specified time delivery window to be mutually negotiated based on the frequencies listed below. **Deliveries shall be for school sites with adjustments for holidays and school closings.**

Lakeview High School	3 days per week	Pennfield High School	3 days per week
Lakeview Middle School	3 days per week	Pennfield Middle School	3 days per week
Doris Klaussen	2 days per week	Dunlap	3 days per week
Westlake Elementary	3 days per week	Purdy	3 days per week
Prairieview Elementary	3 days per week	North Pennfield	3 days per week
Riverside Elementary	3 days per week		
Minges Brook Elementary	3 days per week		
St. Joseph Elementary	3 days per week		
St. Mark's Daycare	3 days per week		
Battle Creek Montessori	1 day per week		

III. INVOICES, STATEMENTS AND PAYMENTS

A. The successful Vendor shall issue comprehensive fully itemized and costed delivery invoices and statements to the SFA detailing all charges and fees by item. Describe your Firm's basis for product costing/charges. All costs associated with product delivered to SFA shall be billed at the time of invoicing/delivery.

B. No payment will be made to the vendor for product that is spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA or do not otherwise meet the requirements of the contract.

IV. SANITATION

The vendor shall comply with all local and state sanitation requirements in the preparation of food.

V. BIOTERRORISM

It is expected that the vendor has implemented safeguards at all points in their processing and delivery to protect against intentional and unintentional contamination. The vendor shall take immediate action to correct any situation in which product integrity is violated or product becomes contaminated. If contamination should occur, the vendor shall remove or authorize disposal of all contaminated product within 21 days and shall replace the product as soon as possible at no cost to the SFA.

VI. TERM & TERMINATION

- A. This contract shall become effective on 9/01/19 and terminate on 8/31/20.
- B. The SFA or the vendor may terminate the contract for cause by giving sixty (60) days written notice.
- C. All items shall be in accordance with USDA regulations.
- D. Neither the vendor nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the vendor or the SFA, respectively, and which by the exercise of due diligence they were unable to prevent.

VII. NON-PERFORMANCE BY VENDOR

In the event of the vendor's non-performance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual and legal remedies against the vendor and shall have the right to seek all sanctions and penalties as may be appropriate.

VIII. CERTIFICATIONS

- A. The vendor **has signed** the Certification of Independent Price Determination, which was attached as the addendum to the vendor's bid and which is incorporated herein by reference and made apart of this contract.
- B. The vendor **has signed** the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, which was attached as an addendum to the vendor's bid and which is incorporated herein by reference and made a part of this contract.
- C. The vendor **has signed** the Certification Regarding Clean Water and Air, which was attached as an addendum to the vendor's bid and which was incorporated herein by reference and made a part of this contract.
- D. The vendor **has signed** the Certification Regarding Disclosure of Lobbying Activities, which was attached as an addendum to the vendor's bid and which is incorporated herein by reference and made a part of this contract.

IX. MISCELLANEOUS

- A. This contract shall be construed under the laws of the State of Michigan. Any action or proceeding arising out of this contract shall be heard in the appropriate courts of the State of Michigan.
- B. The vendor shall comply with the provisions of the bid specifications, which are hereby **in all respects made a part of this contract.**
- C. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.
- D. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- E. This response to the IFB or RFP and any riders, addenda or appendices thereto constitutes the entire contract between the SFA and the vendor.
- F. Any silence, absence or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g. food, etc.)

and workmanship of a quality that would normally be specified by the SFA are to be used.

AGREEMENT PAGE

This bidder certified that he/she shall operate in accordance with all applicable State and Federal regulations.

The bidder certified that all terms and conditions within the Bid Solicitation shall be considered a part of the contract as if incorporated therein.

This Agreement shall be in effect for one year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative the day and year.

ATTEST:

SCHOOL FOOD AUTHORITY:

Signature of Witness for SFA

Signature of SFA Representative

Name

Title

Date

ATTEST:

VENDOR:

Signature of Witness for Vendor

Signature of Vendor Representative

Name

Title

Date

SUCCESSFUL BIDDER CERTIFICATIONS

These forms will be completed by the successful bidder and district representative in duplicate. One copy will be returned to the vendor. The other copy will be retained by the school district.

Certificate of Independent Price Determination

Suspension and Debarment Certification

Clean Air and Water Certificate

Disclosure of Lobbying Activities

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the School Food Authority (SFA) and Vendor (offeror) shall execute this Certificate of Independent Price Determination.

Lakeview/Pennfield School District

Name of Vendor

Name of School Food Authority

(A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting completion, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Vendor certifies that:

- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Vendor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Vendor's Authorized Representative
Date

Title

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the offer referred to above.

Signature of School Food Authority's
Date Authorized Representative

Title

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 7 CFR Part 3017, Subpart C, Responsibilities of Participants Regarding Transactions.

(Please read instructions on next page before completing Certification.)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Award Number or Project Name

Name(s) and Titles(s) of Authorized Representatives(s)

Signature(s)

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Excluded Parties List System (EPLS) at <http://epls.arnet.gov/>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Vendor (offeror) shall execute this Certificate.

Name of Vendor _____
Name of School Food Authority Lakeview School District

THE VENDOR AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

Signature of Vendor Title Date

NOTICE TO APPLICANTS – CERTIFICATION/DISCLOSURE REQUIREMENTS RELATED TO LOBBYING

Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of Federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to Federal commitments for loan guarantees and insurance; however, it provides exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their subtier contractors and/or subgrantees) will be prohibited from using Federal funds, other than profits from a Federal contract, for lobbying Congress and any Federal agency in connection with the award of a particular contract, grant, cooperative agreement or loan. In addition, for each award action in excess of \$100,000 (or \$150,000 for loans) on or after December 23, 1989, the law requires recipients and their subtier contractors and/or subgrantees to: (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their subtier contractors or subgrantees will pay with profits or **nonappropriated** funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if material changes occur in their use. The law establishes civil penalties for noncompliance.

If you are a current recipient of funding or have an application, proposal, or bid pending as of December 23, 1989, the law will have the following immediate consequences for you:

- You are prohibited from using appropriated funds (other than profits from Federal contracts) on or after December 23, 1989, for lobbying Congress and any Federal agency in connection with a particular contract, grant, cooperative agreement or loan;
- You are required to execute the attached certification at the time of submission of an application or before any action in excess of \$100,000 is awarded; and
- You will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations implementing Section 319 of Public Law 101-121 have been published as an Interim Final Rule by the Office of Management and Budget as Part III of the February 26, 1990, **Federal Register** (pages 6736-6746).

CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of any Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date