

South Spencer County School Corporation

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Rockport, IN 47635
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Superintendent
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South Spencer County School Corporation Board of Education

School Nutrition Program

INVITATION FOR BID FOOD PRODUCTS Paper Goods, Chemicals, And Small Wares

Issued on: May 22, 2020
Final Date for Written Questions: June 12, 2020
Bid Due Date: June 19, 2020

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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.

TABLE OF CONTENTS

DEFINITIONS.....	3
SECTION 1 - TRANSMITTAL PAGE	5
SECTION 2 - STANDARD TERMS AND CONDITIONS.....	9
SECTION 3 - SPECIAL TERMS AND CONDITIONS.....	13
SECTION 4 - ATTACHMENTS.....	23
ATTACHMENT A - CONTRACT SIGNATURE	
ATTACHMENT B - FOOD SPECIFICATIONS	
ATTACHMENT C – VENDOR BID FORM	
ATTACHMENT D - LOBBYING CERTIFICATE AND DISCLOSURE	
ATTACHMENT E – LIST OF SCHOOL ADDRESSES	

DEFINITIONS

Addendum - A change, addition, alteration, correction or revision to a bid or contract document.

Bidder - A firm, individual, or corporation submitting a bid in response to this IFB.

Bid Unit - The unit designation which shall be applicable to all pricing offered for bid evaluation purposes. Unit cost, freight, fixed fee, estimated usage and the extended cost shall be stated in terms of the designated bid unit. In some instances, the bid unit and the package unit may be the same.

Contractor - The provider of the goods and/ or services under the Contract.

Contract Documents - Consist of the Agreement between the Board/SNP and the Contractor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.

Damaged Item- Refers to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of a label that would hinder identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item.

Dry Food Product - A dry product that does NOT require freezing or refrigeration.

Invitation for Bid (IFB) - A type of solicitation document used in competitive sealed bidding, where the primary consideration is cost and the expectation is that competitive bids will be received and an acceptance (award) will be made to the responsive and responsible Bidder whose bid is lowest in price. An IFB is a formal method of procurement that uses sealed bidding and results in a fixed price contract with or without adjustment factors. The IFB must be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the bids.

Pack size - With some items the bid unit does not represent a package configuration by which the item would normally be purchased. In such instances, the Bidder will be required to bid according to the designated bid unit and also state how the product will be packaged and to provide a cost for purchase unit.

Purchase Unit - The package configuration (case, carton, box, bag, etc.) by which the product would normally be sold. This shall also mean packaging being referred to when the term "case price" is applicable.

Solicitation - A document used by the Board/SNP to acquire goods and /or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all the requirements which the Offerors or Bidders must fulfill and all other factors to be used in evaluating the bids or proposals.

NSLP - National School Lunch Program

SBP - School Breakfast Program

SECTION 1
TRANSMITTAL PAGE

The South Spencer County School Corporation Board of Education, School Nutrition Program (Board/SNP) is requesting sealed bids for Food Products, Paper Goods, Small Wares, and Chemicals. Bids are due by June 19, 2020. Bids will be opened on June 26, 2020.

Bids shall be mailed or delivered to the Office of the Food Service Director, School Nutrition Program: 321 S 5th Street, Rockport, IN 47635. Bids must be enclosed in a sealed envelope and marked “IFB for Food Products, Paper Goods, Small Wares, and Chemicals).

Questions regarding this Invitation for Bid shall be directed to Jane Jagers FSD – 812-649-4801 or jane.jagers@sspencer.k12.in.us.

Bidders may download solicitations by going to:
<http://www.sspencer.k12.in.us/pdf/CO/foodbid.pdf>.

I. INTENT

- a) It shall be the intent and purpose of this Invitation for Bid (IFB) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver Food Products, Paper Goods, Small Wares, and Chemicals to the South Spencer County School Corporation Board of Education, School Nutrition Program through sealed bids.
- b) The Board/SNP is seeking to identify and select one (1) or more vendors to provide the items as listed in the attached food list (Attachment B). The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the IFB and any applicable Addenda.
- c) The Board/SNP reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Board/SNP.

II. CONTRACT TIME PERIOD

- a) **Initial Term** - The initial term of this contract, which results from the award of this IFB, shall commence on July 1, 2020, and terminate June 30, 2021.
- b) **Renewal Option** - This contract may be renewed for up to one year at the same terms and conditions by mutual agreement of both parties in written form.

III. BID SUBMISSION PROCEDURES

The Board/SNP is not liable for any costs incurred by Bidders prior to issuance of or entering into a contract. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the Bidder in responding to this IFB are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the Board/SNP.

- a) Bids must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked, **“IFB for Food Products, Paper Goods, Chemicals and Small Wares.”**
- b) Bids must be received by the Board/SNP **no later than June 19, 2020 by 2:00 pm.**
- c) Late bids shall not be accepted. The Board/SNP shall not be responsible for late receipt of bids. Bids must be mailed or delivered to the Board/SNP. Emailed and faxed bids are not acceptable and will not be considered. Bids must be mailed or delivered to:

South Spencer County School Corporation Board of Education
School Nutrition Department
321 S 5th Street
Rockport IN 47635

(**NOTE** to Board/SNP – you may use d) and/or e) as written; substitute your own local requirements or delete and re-letter accordingly)

- d) If the Bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the Bidder, in the Board/SNP’s sole discretion, may be given 72 hours from the time of the bid opening in which to provide such information to the Board/SNP.
- e) The Board/SNP has the right to waive any and all informalities.

IV. BID OPENING DATE/TIME/PLACE

Issue of	Bid /Request for Proposal	
	Posted on website: www.sspencer.k12.in.us	May 26, 2020
	Deadline for submitting bids	2:00 p.m., Friday, June 21, 2020

V. AWARD DETERMINATION STATEMENT

- a) This IFB is intended to be awarded to a single or to multiple vendors and to result in a firm fixed price contract. All bid prices shall remain firm for the entire contract period.
- b) The award of this IFB is contingent upon available budget funds and approval of the South Spencer County School Corporation Board of Education.
- c) The Board/SNP will award the contract(s) to the lowest responsive and responsible Bidder(s) meeting all terms, conditions, and specifications of the IFB, By June 28, 2019. The Board/SNP reserves the right, in its sole discretion, to accept or reject any and all bids or parts thereof.
- d) An official letter of acceptance will be forwarded by the Board/SNP to the successful Bidder after bid selection and prior to contract award.
- e) Upon acceptance and award of a vendor's bid, the contract between the Bidder and the Board/SNP shall be drafted from (a) the IFB and addenda, (b) the selected bid response to the IFB by the Bidder and any attachments thereto, and (c) all written communications between the Board/SNP and the Bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

VI. SYSTEM CONTACT INFORMATION

a) This Invitation for Bid (IFB) is issued by South Spencer County School Corporation Board of Education, School Nutrition Program. All inquiries, clarifications, or interpretations regarding this IFB should be directed in writing to:

South Spencer County School Corporation Board of Education
School Nutrition Program
321 S 5th Street
Rockport IN 47635

b) Responses to inquiries that affect the content of this IFB will be provided in writing to all recipients of the IFB. It is the responsibility of each Bidder to inquire about any aspect of the IFB that is not fully understood or is believed to be susceptible to more than one interpretation. The Board/SNP will accept only written inquiries regarding this IFB until June 14, 2019, in order for a reply to reach all Bidders before the bid closes and to give bidders ample time to respond to any Addenda. Any information given to a prospective Bidder concerning an IFB will be furnished to all prospective Bidders as an Addendum to the IFB if such information is necessary or if the lack of such information would be prejudicial to uninformed Bidders.

VII. VENDOR CONTACT INFORMATION

Vendor Company Name	
Street Address	
City, State, Zip	
Contact Person	
Telephone	
Email address	

**SECTION 2
STANDARD TERMS AND CONDITIONS**

This contract between the South Spencer county School Corporation Board of Education and the Vendor shall be governed in accordance with the laws of the State of Indiana and all applicable Federal regulations.

I. LOBBYING CERTIFICATE (for bids over \$100k)

Per CFR 7.3018 - A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete Attachment D.

II. DEBARMENT AND SUSPENSION VERIFICATION (for bids over \$25k)

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

By signing this agreement, the bidder is testifying that they are not debarred, are not suspended, or have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

III. BUY AMERICAN STATEMENT

Contractor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act -7 CFR 210.21) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Buy American - (1) Definition of domestic commodity or product. In this paragraph, the term 'domestic commodity or product' means—(i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

IV. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

a) **Termination** -The South Spencer County School Corporation Board of Education 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 Board/SNP 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 Board/SNP 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.

V. HUB STATEMENT (7CFR3016.36(e))

It is the intent of the South Spencer County School Corporation Board of Education to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT (for bids over \$10k)

In accordance with Federal Law and 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, D.C. 20250-9410 or call toll free (866) 632-9992. (Voice) Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider.

VII. 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).

VIII. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the School Food Authority of the receipt

of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

IX. CIVIL RIGHTS STATEMENT

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability. 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.

X. RECORD RETENTION AND ACCESS CLAUSE

The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures. Which sufficiently and properly document and calculate all charges billed to the South Spencer County School Corporation Board of Education, School Nutrition Program 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 South Spencer County School Corporation Board of Education reserve 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.

XI. BID PROTEST PROCEDURES

Protests: A protest shall comply with and be resolved according to Indiana Code. All protest shall be in writing and shall be delivered to the address of the individual listed in the "if you have questions" on the Invitation to bid. A protest of a solicitation shall be received by the named individual before the offer due date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest.

A protest shall include:

- _ Name, address, and telephone number of the protestor;
- _ Signature of the protestor or an authorized representative of the protestor;
- _ Identification of the purchasing agency and the solicitation or contract number;
- _ Detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- _ Form of relief requested

The South Spencer County School Corporation Board of Education shall in all instances disclose information regarding protests to State Agency.

XII. NON-COLLUSION STATEMENT

"I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, and certify that I am authorized to sign this bid for the Bidder per I.C. 5-22-16-6. I further certify that the provisions of the official code have not and will not be violated in any respect."

XIII. CODE OF CONDUCT

Per regulation 7CFR3016.36(3) "bid documents must contain a written code of conduct governing the performance of their employees engaged in the award and administration of contracts."

South Spencer County School Corporation County Board of Education Code of Conduct:

Bylaws & Policies

1214 - STAFF GIFTS

The School Board discourages the presentation of gifts to administrators.

Upon the recommendation of the Superintendent, the Board shall consider, as appropriate, the presentation of token gifts to retiring members of the staff who have rendered service for a period of time.

Administrators shall not accept any form of compensation from vendors that might influence their recommendation on the eventual purchase of equipment, supplies, or services. Furthermore, administrators shall not accept any compensation from a vendor after a decision has been made to purchase equipment, supplies, or services from said vendor. In addition, administrators who recommend purchases shall not enter

into a contractual arrangement with a vendor seeking to do business with the Corporation or a vendor with whom the Corporation is doing business, whereby an individual administrator receives compensation in any form for services rendered.

Such compensation includes, but is not limited to cash, checks, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that an administrator receives such compensation, albeit unsolicited, from a vendor, the administrator shall notify the Superintendent, in writing, that s/he received such compensation and the compensation has been returned to the vendor.

An employee of the School Corporation making a recommendation to the Board on a matter to be considered by the Board shall not accept a gift or gratuity from a person or entity having a substantial personal or pecuniary interest in the Board's decision on the matter in accordance with the restrictions and provisions of I.C. 35-44-1-3.

I.C. 35-44-1-3

Adopted 5/12/08

XIV. DUTY TO EXAMINE

It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time not shall it give rise to any contract claim.

XV. EXCEPTIONS TO TERMS AND CONDITIONS

A bid that takes exception to a material requirement of any part of this solicitation, including a material term and condition, shall be rejected.

SECTION 3 SPECIAL TERMS AND CONDITIONS

I. HACCP REQUIREMENTS

The Board/SNP expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the bid, the Board/SNP will require documentation verifying that a written HACCP plan is followed.

II. PROPRIETARY INFORMATION: (Particularly applicable to purchase systems that require a vendor to include the cost paid for a product and where promotional allowances are offered)

If a bidder submits any document with the bid that is considered to be proprietary in nature or is considered to be a trade secret, the bidder shall notify the school district that the documents are included in the bid. The school district will honor the request unless or until a competing bidder asks to have access to the information. In such case, the school district will notify the affected bidder that a challenge has been made. If the affected bidder can produce a court issued restraining order within ten calendar days subsequent to the notification, the information will remain confidential and shall not be released pending subsequent court action. If the restraining order is not received within the ten working day period, the information will be released and the school district shall not be held liable.

III. TRADE NAME, CHILD NUTRITION (CN) LABELS AND GRADE

a) Bidders are required to list packer, manufacturer, manufacturer's code (item number) brand, where indicated on bid documents and if the item has a CN label.

b) Upon request, the vendor shall submit CN labels; nutritional analysis sheets; ingredient lists; prep/cooking instructions; and reports indicating meat/meat alternates; breads; fruits; and vegetables to document compliance with specifications. All food items shall be properly labeled.

IV. FOOD RELATED TERMS AND CONDITIONS

Inspection and testing: The contractor agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this contract, and the contractor's facilities. The school district shall also have the right to test at its own cost the materials supplied under this contract.

Net container quantity: The minimum net quantity of all products in cans and jars shall be in accord with the Federal Food, Drug and Cosmetic Act. The individual specifications for standard of fill for the products as prescribed in 21 CFR shall be applied.

Product protection guarantees: School districts have "automatic" product protection recourse against suppliers for product safety. According to Federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.

Quantities: The quantities indicated on the product list are based on previous year's purchases and are accurate to the best of our ability. However, Offerors must understand the fact that if a quantity is stated on an item it does not constitute a guarantee to purchase any amount in excess of requirements.

Service Level: The contractor shall fill all original orders at a monthly average of 98% or above on the scheduled delivery day.

Brand identification: This is a qualified product specification. Bidders must bid on the specific name brand items requested. Deviations from this requirement will not be considered. When “Distributors Choice” is used in the approved brand column the distributor may offer a price on any brand. The brand on which the price is offered must be stated in the bid documents and cannot be changed during the effective period without the permission of the school district. When “Private Label” is used in the approved brand column the appropriate quality level of the private label included in the Corporate/Cooperative labeling chart in this document shall be bid. The vendor only needs to circle the word private label and the school district can be assured that the brand bid is the same as the chart.

Standards of identity: All products must conform to U.S. minimum standards of identity as authorized by the Food, Drug and Cosmetic Act and the supporting regulations in 21 CFR. Failure to comply places the contractor in violation of the contract with the school district as well as Federal law.

Unit price prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

Units of purchase: Whenever wholesale units of purchase are standardized, i.e., 6/#10, the bid unit is specified as case, box, etc. If case, bag or box is the bid unit, then the description will specify the exact pack. When a potential contractor wishes to quote a pack size which is different from the unit specified in the product description, a different size may be quoted, but the total quantity must be adjusted.

The potential contractor shall always mark out the pack specified and insert the pack being bid. The adjustment shall be made in the total quantity. A change in the bid unit or cost per unit is not acceptable. On items where the bid unit is specified in other terms, a space will be provided for potential contractor to enter the pack of the item being quoted. The potential contractor must complete this space when provided. If the pack size is followed by the word “only” the potential contractor must bid on the pack specified.

Drained weights: Drained weight of "wet pack" items shall conform to good industry practices and the minimum requirements of the Federal Food, Drug and Cosmetics Act. The individual products shall conform to drained weights as prescribed in the individual specifications of each product in 21CFR. Except for whole tomatoes drained weight is not a factor in USDA grades.

Substitutions: If a contractor is temporarily out of stock of a particular item, an equal or superior product at an equal or lower price may be delivered, with prior approval of the school district. If a contractor is unable to deliver a product or an approved substitute product, the school district shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The contractor shall pay the difference in the amount paid for the substituted product and the amount of the contracted price.

V. METHOD OF PAYMENT and PRICING INFORMATION

a) **Prices** - This bid will be for the entire 2016-2017 school year and preferably have an adjustable rate of every 60 days with monthly notifications of changes in pricing and size.

b) The successful Bidder warrants that the bid price(s), terms and conditions stated in his/her bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period.

c) All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet.

d) Prices will not include Federal Excise Tax or State Sales Tax.

e) The Board/SNP will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the Board/SNP. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.

f) Invoicing

i) Invoices, at minimum, shall consist of the following information:

1. Delivery location
2. Item description and cost
3. Extended cost for total quantity purchased
4. Total cost of all products purchased

ii) Monthly statements will be broken down by school invoice and mailed to:

South Spencer Food Service
Attn: Jane Jagers FSD
1142 N Orchard Road
Rockport IN 47635

VI. METHOD OF SHIPMENT/DELIVERY

a) **Orders and deliveries** - Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted.

b) All orders are to be delivered on days as indicated on Attachment E.

c) All deliveries are to be F.O.B Destination to addresses as indicated on Attachment E.

d) In an emergency situation in which the Board/SNP requires delivery in less than 2 days and the vendor cannot provide the goods within the emergency delivery period, the Board/SNP has the option to purchase those goods from another source with no penalty to either party.

e)) Delivery schedules that fall on a holiday will be made the following business day.

f) Delivery of product must be made in a well-maintained refrigerated truck. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified.

VII. EVALUATION FACTORS

a) Bids will be evaluated in accordance with the required specifications as listed in this IFB. At the Board/SNP's discretion, a bid may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in the Board/SNP's opinion, the best overall solution to meet the Board/SNP's specifications.

b) The Board/SNP reserves the right to award a single contract for the total requirement of the IFB or award multiple contracts on a group or line item basis in any combination that best serves the interest of the Board/SNP.

VIII. ADDITIONAL BID INSTRUCTIONS

a) **Bid modifications** - Bids cannot be modified after receipt of bids. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The Board/SNP reserves the right to request information or respond to inquiries for clarification purposes only.

b) **Bid withdrawal** - Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the School Nutrition Board/SNP before the bid opening deadline (bid close date). Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.

c) **Addenda** -If clarification of the specifications/instructions is required the request shall be made in writing not later than seven working days prior to the time and date set for the bid opening. The school district will respond to the request in the form of an addendum issued to all potential bidders. No addenda will be issued within five working days of the date and time of bid opening. Should a question arise which requires clarification during this time period the date and time of bid opening will be delayed to allow issuing an addendum.

d) **Bid examination** -

i) Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.

ii) Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the

specifications and all requirements thereof of the IFB. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents, or raising a question regarding requirements prior to submitting a bid.

e) Rejection or Disqualification of bids -

i) A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming.

ii) The Board/SNP reserves the right to waive a bid's minor irregularities if rectified by Bidder within three business days of the Board/SNP's issuance of a written notice of such irregularities.

iii) The Board/SNP reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

iv) Issuance of this IFB in no way constitutes a commitment by the Board/SNP to award a contract. The Board/SNP reserves the right to accept or reject, in whole or part, all bids submitted and/or to cancel this solicitation if it is determined to be in the best interest of the Board/SNP.

v) Any Bidder who has demonstrated poor performance during a current or previous Agreement with the Board/SNP may be considered a non-responsible Bidder and their bid may be rejected. The Board/SNP reserves the right to exercise this option as is deemed proper and/or necessary.

vi) The Board/SNP reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Board/SNP.

g) Offer Acceptance Period - Bid proposals are an irrevocable offer for 60 days after the bid opening time and date.

IX. ORDERING INFORMATION

a) **Credit** - A credit or replacement will be issued for damaged or unacceptable food. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable food will be made no later than the next delivery date.

b) **Inspection** - Upon delivery of product, the items will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case by case basis. Rejected product must be picked up no later than the next delivery date.

c) **Emergency orders** - In an emergency situation in which the Board/SNP requires delivery in less than two (2) days and if the Contractor cannot provide the supplies within the emergency delivery period, the Board/SNP has the option to purchase those supplies from another source with no penalty to either party.

d) **Estimated Quantities** - The quantity is identified as “estimated” and it shall be understood and agreed that quantities listed are estimates only and may be increased or decreased. Therefore, if the amount ordered is less than that shown, that fact shall not constitute the basis for a price adjustment nor will the Board/SNP be responsible for ordering/paying for the resulting difference.

X. AMENDMENTS AND MODIFICATIONS OF CONTRACT

The contract between the Board/SNP and the vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

XI. ASSIGNMENT

The vendor shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of its agreements with the Board/SNP, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without the previous consent and written approval by the Board/SNP.

XII. INDEMNIFICATION

The vendor shall act as an independent Contractor and not as an employee of the Board/SNP. Vendor agrees to indemnify and hold harmless the Board/SNP, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney’s fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of vendor, its subcontractors or its respective agents, servants, or employees or such parties’ failure to perform in accordance with the provisions of the contract resulting from this IFB.

Indemnification: The contractor shall defend, indemnify and hold harmless the school district from any claim, demand, suit, liability, judgment and expense (including attorney’s fees and other costs of litigation) arising out of or relating to injury, disease or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the contractor, its agents, employees, and subcontractors or any one for whom the contractor is responsible. The contractor’s liability shall not be limited by any provisions or limits of insurance set forth in this contract. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the school district or its employees.

XIII. TIME OF PERFORMANCE

- a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of bid award, to commence delivery of goods pursuant to the award on July 1, 2020
- b) The Contractor must comply with the time of performance.

XIV. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the forgoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the contractor or the school district.

XV. EVIDENCE OF INSURANCE (Best Practice)

- a) The successful bidder, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this IFB the following insurance:

Coverage	Limits of Liability
Workmen's Compensation	Statutory
General Liability/Property Damage	\$500,000 each occurrence \$1,000,000 aggregate
Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Liability/Property Damage	\$500,000 each occurrence
Bodily Injury	\$500,000 each occurrence \$1,000,000 aggregate

- b) Prior to commencement of performance of this Agreement, Contractor shall furnish to the Board/SNP a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the South Spencer County School Corporation Board of Education, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies

may be cancelled without ten (10) days advance written notice to the Board/SNP. Such certificate shall be issued to:

South Spencer County School Corporation Board of Education, School Nutrition Dept., 321 S 5th Street, Rockport IN 47635

- c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

XVI. EXCEPTIONS (Best Practice)

A Bid submitted in response to this IFB constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this IFB, except to the extent that a Bidder takes exception to such provisions. To take exception to a provision of this IFB, the Bidder must clearly identify in the BID EXCEPTION FORM: (a) the number and title of each section of this IFB that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder.

XVII. WARRANTY (Best Practice)

Successful Bidder shall fully warrant all PRODUCTS furnished under the terms of this contract, against poor and inferior quality. Time is of the essence of this contract. While under warranty, successful Bidder shall replace any damaged or inferior product in a timely manner to minimize the disruption of the Board/SNP's operations.

XVIII. **Gifts and gratuities:** Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of the school district purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm or corporation any gift or gratuity.

XIX. **Pre-bid conference:** If a pre-bid conference has been scheduled under this solicitation, the date, time and location of it appear on the solicitation's cover sheet or elsewhere in the IFB or RFP. An bidder should raise any questions it may have about the solicitation or the procurement at that time. An bidder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the solicitation shall be answered solely through a solicitation addendum.

XX. **Severability:** The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

XXI. **Waiver and rejection rights:** Notwithstanding any other provisions of the solicitation, the school district reserves the right to :

- Waive any immaterial defect or informality;
- Reject any and all offers or portions thereof; or
- Cancel a solicitation.

XXII. **Release from contract:** In the event the market for a product covered by this request escalates to a point that the vendor is delivering product at less than cost, the vendor may petition for release from the contract. The petition shall be supported by a third party market bulletin. The decision to release the vendor from the contract will be based on the difference between the market at the

ATTACHMENT A
CONTRACT SIGNATURE
PAGE

This agreement is dated as of _____ by and between the South Spencer County School Corporation Board of Education, School Nutrition Dept., (hereinafter called Board/SNP) and _____ hereinafter called CONTRACTOR.

Board/SNP and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

ARTICLE 1. PRODUCTS

CONTRACTOR shall provide all products as specified or indicated in the Contract Documents. Contractor shall supply and deliver food products, paper goods, small wares, and chemicals to the Board/SNP's schools.

ARTICLE 2. CONTRACT TIME

The food deliveries shall be in accordance with this Agreement, and are to be completed as specified in IFB.

ARTICLE 3. CONTRACT PRICE

Board/SNP shall pay CONTRACTOR for delivery of food products, paper goods, small wares, and chemicals in accordance with CONTRACTOR'S bid, which is attached hereto. Board/SNP shall pay CONTRACTOR net 30 days from date of delivery unless other terms of payment are agreed upon.

ARTICLE 4. INVOICE PROCEDURES

Invoices for payment with appropriate supporting documents shall be sent to the following address:

South Spencer County School Corporation/Nutrition Program
1142 N Orchard Rd
Rockport IN 47635
Attn: Jane Jagers

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce Board/SNP to enter into this Agreement, CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has examined and carefully studied the Contract Documents and all other related data identified in the Bidding Documents.
- 5.2 CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the products.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between Board/SNP and CONTRACTOR concerning the work, consist of the following:

- Transmittal Page
- Standard Terms and Conditions
- Special Terms and Conditions
- Attachment A- Contract Signature Page
- Attachment B- Food Specifications
- Attachment C- Vendor Bid Form
- Attachment D- Lobbying Certificate Disclosure

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented by written agreement between both parties.

IN WITNESS WHEREOF, Board/SNP and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to Board/SNP and CONTRACTOR.

This Agreement will be effective July 1, 2019

_____ Board of Education
 _____ Signature of Board member or designee
 _____ Name of Board member or designee
 _____ Date

_____ Vendor Company Name
 _____ Signature of Company Representative
 _____ Name of Company Representative
 _____ Date

**ATTACHMENT B
 ITEM LIST**

ITEM#	ITEM DESCRIPTION	BRAND	CASE QUANTITY	PRICE
	SOUTH SPENCER COUNTY SCHOOL CORPORATION			
	IFB FOR SCHOOL YEAR 2020/2021			
	*WG = WHOLE GRAIN			
	GRAIN PRODUCTS/CEREALS/PASTAS			
	BAGEL, BLUEBERRY, 4 OZ			
	BAGEL, CINNAMON RAISIN, 4 OZ			
	BAGEL, PLAIN, 4 OZ			
	BAGEL, MINI, STRAWBERRY CREAM CHEESE FILLED, WG			
	BAGEL, MINI, CINNAMON FILLED, WG			
	**ALL CEREALS SHOULD BE LOW, REDUCED OR			

	LESS SUGAR WHEN AVAILABLE**			
	CEREAL, APPLE JACKS, REDUCED SUGAR, BOWLPAK, WG, SMALL BOWL, 1OZ EQ			
	CEREAL, CHEERIOS, BOWLPAK, WG, SMALL BOWL, 1OZ EQ			
	CEREAL, CHEERIOS, HONEYNUT, BOWLPAK, WG, SMALL BOWL, 1OZ EQ			
	CEREAL, CHEERIOS, HONEYNUT, BOWLPAK, WG, LARGE BOWL, 2OZ EQ			
	CEREAL, CHEERIOS, FRUITY, BOWLPAK, WG, SMALL BOWL, 1OZ EQ			
	CEREAL, CHOC FROSTED MINI WHEATS, BOWLPAK, WG, SMALL BOWL, 1OZ EQ			
	CEREAL, CINNAMON TOAST CRUNCH, BOWLPAK, WG, SMALL BOWL, 1OZ EQ			
	CEREAL, CINNAMON TOAST CRUNCH, BOWLPAK, WG, LARGE BOWL, 2OZ EQ			
	CEREAL, COCOA PUFFS, BOWLPAK, WG, SMALL BOWL, 1OZ EQ			
	CEREAL, COCOA PUFFS, BOWLPAK, WG, LARGE BOWL, 2OZ EQ			
	CEREAL, FROSTED CORN FLAKES, BOWLPAK, WG, SMALL BOWL, 1OZ EQ			
	CEREAL, FROSTED SHREDDED WHEAT, BOWLPAK, WG, SMALL BOWL, 1OZ EQ			
	CEREAL, FRUIT LOOPS, BOWLPAK, WG, SMALL BOWL, 1OZ EQ			
	CEREAL, GOLDEN GRAHAMS, BOWLPAK, WG, SMALL BOWL, 1OZ EQ			
	CEREAL, LUCKY CHARMS, BOWLPAK, WG, SMALL BOWL, 1OZ EQ			
	CEREAL, LUCKY CHARMS, BOWLPAK, WG, LARGE BOWL, 2OZ EQ			
	CEREAL, REESE'S PUFFS, BOWLPAK, WG, SMALL BOWL, 1OZ EQ			
	CEREAL BAR, CINNAMON TOAST CRUNCH, WG			
	CEREAL BAR, COCOA PUFFS, WG			
	CEREAL BAR, FRUITY CHEERIOS, WG			
	CEREAL BAR, GOLDEN GRAHAMS, WG			
	CHURRO, WG, CINNAMON, 1.5OZ			
	CHURRO, WG, APPLE, 1.9OZ			
	BAKED CHEETOS, INDV PKGS, SMART SNACK COMPLIANT			
	BAKED CHEETOS PUFFS, INDV PKGS, SMART SNACK COMPLIANT			

	BAKED SCOOPS, INDV PKGS, SMART SNACK COMPLIANT			
	BREAD BOWL, ULTRA EAT-A-BOWL, 2OZ			
	BREAD BOWL, ULTRA EAT-A-BOWL, CORN, 2OZ			
	BROWNIE, MIX, WG, LOW FAT			
	BROWNIE, INDV WRAPPED, WG			
	BROWNIE, INDV WRAPPED, GLUTEN FREE			
	RF DORITOS, COOL RANCH, INDV PKGS, SMART SNACK COMPLIANT			
	RF DORITOS, INDV PKGS, SPICY CHILI, SMART SNACK COMPLIANT			
	RF DORITOS, INDV PKGS, NACHO CHEESE, SMART SNACK COMPLIANT			
	EDIBOWLS, 4 ½", 1OZ GRAIN EQ, WG			
	EDIBOWLS, 6 ¼" 2OZ GRAIN EQ, WG			
	ENGLISH MUFFIN, WG, 2OZ GRAIN EQ			
	GOLDFISH CRACKERS, CHEDDAR CHEESE, INDV PKGS, WG, SMART SNACK COMPLIANT			
	GRAHAM CRACKERS, BULK			
	GRAHAM CRACKER CRUMBS			
	PRETZELS, INDV PKGS, WG, SMART SNACK COMPLIANT			
	POPCORN, WHITE CHEDDAR, INDV PKGS, SMART SNACK COMPLIANT			
	POPCORN, KERNEL, YELLOW			
	POPARTS, ALL VARIETIES, 2PK, WG Bberry - 136755, Cinn - 136844, Sberry - 136846, Fudge - 136847			
	POPARTS, ALL VARIETIES, 1PK, WG Bberry - 136785, Cinn - 136782, Sberry - 136783, Fudge - 136784			
	RICE KRISPIE TREAT, 1.41OZ, WG, SMART SNACK COMPLIANT			
	RICE KRISPIE TREAT MINI, WG, SMART SNACK COMPLIANT			
	RICE KRISPIE TREAT, CHOC CHIP, WG, SMART SNACK COMPLIANT			
	CORNBREAD, MIX			
	CORNMEAL, BULK			

	CRISP RICE, BULK			
	CROUTONS, BULK, WG			
	CROUTONS, INDV. PKG, WG			
	FLATBREAD, 6" ROUNDS, WG			
	FLOUR, ALL PURPOSE			
	FLOUR, WHITE WHOLE GRAIN			
	FROZEN PANCAKES, WG, CN LABEL			
	FROZEN WAFFLES, WG, CN LABEL			
	FROZEN BISCUITS, EASY SPLIT, WG, CN LABEL			
	FROZEN DINNER ROLLS, 1.5 OZ, WG, CN LABEL			
	FROZEN DINNER ROLLS, 2.0 OZ, WG, CN LABEL			
	OATS, OLD FASHIONED			
	PASTA, EGG NOODLES			
	PASTA, EGG NOODLES, WHOLE GRAIN			
	PASTA, ELBOW MACARONI, WHOLE GRAIN			
	PASTA, LASAGNA NOODLES, WHOLE GRAIN			
	PASTA, ROTINI, WHOLE GRAIN			
	PASTA, SPAGHETTI			
	PASTA, SPAGHETTI, WHOLE GRAIN			
	PASTA, PENNE			
	PASTA, PENNE, WHOLE GRAIN			
	POCKET PITA BREAD, WG			
	REDUCED FAT TOSTITOS CHIP ROUND, BULK, WG			
	REDUCED FAT BAKED SCOOPS, BULK, WG			
	RICE, WHITE LONG GRAIN PARBOILED			
	RICE, BROWN, WG			
	RICE, PILAF			

	RICE, SPANISH, LOW SODIUM, WG			
	SALTINE CRACKERS, INDV PKGS			
	SALTINE CRACKERS, INDV PKGS, WG			
	SOFT PRETZEL, 2 OZ, WG, CN LABEL			
	SOFT TORTILLA, 6", WG, CN LABEL			
	SOFT TORTILLA, 8", WG, CN LABEL			
	SOFT TORTILLA, 10", WG, CN LABEL			
	TACO SHELLS, HARD, WG			
	SNACK ITEMS			
	BAKED BBQ POTATO CRISPS, INDV PKGS, SMART SNACK COMPLIANT			
	BAKED ORIGINAL POTATO CRISPS, INDV PKGS, SMART SNACK COMPLIANT			
	BAKED SOUR CREAM AND ONION POTATO CRISPS, INDV PKGS, SMART SNACK COMPLIANT			
	BAKED CHEDDAR RUFFLE POTATO CRISPS, INDV PKGS, SMART SNACK COMPLIANT			
	COOKIES, MINI, CHOC CHIP, GRANDMA'S, WG			
	COOKIES, GRANDMA'S, WG, BLUEBERRY VANILLA BITES			
	KIDS SNACK MIX, WG, SMART SNACK COMPLIANT			
	PUDDING, CHOCOLATE, CANNED RTU			
	PUDDING, CHOCOLATE, INDV CUPS, SMART SNACK COMPLIANT			
	PUDDING, VANILLA, CANNED RTU			
	PUDDING, VANILLA, INDV CUPS, SMART SNACK COMPLIANT			
	FRUITS - CANNED/FROZEN/JUICE			
	APPLES, SLICED, FROZEN, IQF			
	APPLESAUCE, UNSWEETENED OR DIET, CANNED			
	BLUEBERRIES, FROZEN, IQF			
	CHERRIES, FROZEN, IQF			

	COCONUT, SHREDDED, SWEETENED			
	LEMON JUICE, 100% REAL JUICE			
	MANDARIN ORANGES, CANNED IN LIGHT SYRUP			
	MANDARIN ORANGES, CANNED IN 100% JUICE			
	MANDARIN ORANGES, CANNED IN 100% JUICE			
	MIXED FRUIT, CANNED IN LIGHT SYRUP			
	MIXED FRUIT, CANNED IN 100% JUICE			
	MIXED FRUIT, INDV ½ CUP SERVING			
	PEACHES, DICED, CANNED IN LIGHT SYRUP			
	PEACHES, SLICED, CANNED IN LIGHT SYRUP			
	PEACHES, DICED, CANNED IN 100% JUICE			
	PEACHES, SLICED, CANNED IN 100% JUICE			
	PEACHES,SLICED,CANNED IN 100% JUICE			
	PEACHES, DICED, INDV ½ CUP SERVING			
	PEARS, DICED, CANNED IN LIGHT SYRUP			
	PEARS, DICED, CANNED IN LIGHT SYRUP			
	PEARS, SLICED, CANNED IN LIGHT SYRUP			
	PEARS, SLICED, CANNED IN LIGHT SYRUP			
	PEARS, DICED, CANNED IN 100% JUICE			
	PEARS, SLICED, CANNED IN 100% JUICE			
	PEARS, DICED, INDV ½ CUP SERVING			
	PINEAPPLE JUICE, 100% JUICE, CANNED			
	PINEAPPLE CHUNKS CANNED IN 100% JUICE			
	PINEAPPLE TIDBITS CANNED IN 100% JUICE			
	PINEAPPLE TIDBITS, INDV ½ CUP SERVING			
	RAISINS, BULK			
	RAISINS, INDV PKGS			
	SIDEKICKS, 100% JUICE, ALL VARIETIES			

	Sberry/Kiw - 14554, BluRas/Lem - 14559, Sberry/Mango - 14568, Wtrmln/Lem - 14572			
	STRAWBERRIES, FROZEN, SLICED			
	STRAWBERRIES, FROZEN, WHOLE, IQF			
	TROPICAL FRUIT SALAD, CANNED IN LIGHT SYRUP			
	TROPICAL FRUIT SALAD, CANNED IN 100% JUICE			
	FRUITS – FRESH PRODUCE *<i>WEEKLY PRICING</i>*			
	APPLES, RED DELICIOUS, 125-138CT			
	APPLES, GOLDEN DELICIOUS, 125-138CT			
	APPLES, SLICED, ½ CUP PACKAGES			
	BANANAS, 100-150CT, BREAKER			
	CLEMENTINES			
	GRAPES, RED			
	GRAPES, WHITE			
	KIWI, 33-39CT			
	PEARS, 100CT			
	PINEAPPLE, FRESH			
	STRAWBERRIES, FRESH			
	VEGETABLES – CANNED/FROZEN/JUICE			
	BEANS, VEGETARIAN			
	BEANS, BLACK, CANNED			
	BEANS, BLACK, SEASONED, DRY			
	BEANS, CHILI, CANNED			
	BEANS, GARBANZO, CANNED SMALL CANS			
	BEANS, RED, KIDNEY, CANNED			
	BEANS, REFRIED, CANNED			

	BEANS, REFRIED, DRY			
	BEANS, WHITE, CANNED			
	BEETS, SLICED			
	BROCCOLI CUTS, FROZEN			
	BROCCOLI FLORETS, FROZEN			
	CARROTS, SLICED, LOW SODIUM, CANNED			
	CARROTS, SLICED, FROZEN			
	CORN, WHOLE KERNEL, FROZEN			
	CORN, WHOLE KERNEL, LOW SODIUM, CANNED			
	GREEN BEANS, FANCY, LOW SODIUM, CANNED			
	GREEN BEANS, FROZEN			
	JALAPENO, SLICES			
	MIXED VEGETABLES, LOW SODIUM, CANNED			
	MIXED VEGETABLES, FROZEN			
	MUSHROOMS, SLICED, CANNED - SMALL CANS			
	OLIVES, BLACK - SMALL CANS			
	OLIVES, GREEN			
	PEAS, LOW SODIUM, CANNED			
	ONIONS, DICED, FROZEN			
	PEAS, FROZEN			
	PEPPERS, GREEN, DICED, FROZEN			
	PEPPERS, RED, DICED, FROZEN			
	PEPPER RINGS, BANANA, SWEET			
	PEPPERONCINIS			
	PICKLE, DILL, SLICES			
	PICKLE, DILL SPEARS			
	POTATOES, INSTANT			
	POTATOES, DICED, FROZEN			

	SPINACH, CHOPPED, FROZEN			
	STEW VEGETABLES, FROZEN			
	STEW VEGETABLES, LOW SODIUM, CANNED			
	SWEET PICKLES, WHOLE GHERKINS			
	SWEET PICKLE RELISH			
	SWEET POTATOES, CANNED			
	TOMATO SAUCE, LOW SODIUM, CANNED			
	TOMATOES, DICED, LOW SODIUM, CANNED			
	TUSCAN STYLE VEGETABLES, FROZEN			
	PUMPKIN, CANNED, PURE			
	VEGETABLES – FRESH PRODUCE *<i>WEEKLY PRICING</i>*			
	BABY CARROTS, 30/1LB			
	BABY CARROTS, INDV ½ CUP SERVING			
	BABY CARROTS, INDV ¾ CUP SERVING			
	BROCCOLI FLORETS, 3LB			
	BROCCOLI FLORETS, INDV ½ CUP SERVING			
	CARROTS, SHREDDED			
	CELERY, FRESH			
	CELERY, FRESH, INDV ½ CUP SERVING			
	CHERRY TOMATOES			
	CUCUMBER, FRESH			
	GREEN PEPPER, FRESH			
	LETTUCE, ROMAINE, HEAD			
	LETTUCE, ROMAINE, SHREDDED			
	LETTUCE, ROMAINE, CHOPPED			

	LETTUCE, GREEN LEAF, HEAD			
	LETTUCE, GREEN LEAF, CHOPPED			
	RADISH, 1LB BAGS			
	SPINACH, BABY, LEAF			
	SPINACH, CHOPPED			
	YELLOW ONIONS			
	RED ONION			
	STOPLIGHT PEPPERS			
	RED PEPPERS			
	CABBAGE GREEN , HEADS			
	SPRING MIX			
	POTATOES 90 CT			
	POTATOES 100 CT			
	CAULIFLOWER FLORETS			
	CAULIFLOWER HEADS			
	SLICING TOMATOES			
	SLAW MIX			
	SWEET POTATOES, FRESH			
	RED POTATOES			
	BEVERAGES			
	BOTTLED WATER, 16.9 OZ			
	BOTTLE WATER, 8OZ			
	BOTTLED WATER, SPARKLING ICE , ALL FLAVORS BlkRsp - 07940, OrMn - 07941, ChLim - 07943, Lem - 07945, KwSb - 07946, SbWtr - 07947			
	JUICE, 100%, APPLE, 4OZ, CARTON			
	JUICE, 100%, GRAPE, 4OZ, CARTON			
	JUICE, 100%, ORANGE, 4OZ, CARTON			

	JUICE, 100%, FRUIT PUNCH, 4OZ, CARTON			
	JUICE, 100%, ORANGE PINEAPPLE, 4OZ, CARTON			
	JUICE, 100%, DRAGON PUNCH, 4OZ			
	SOYMILK, VANILLA			
	SOYMILK, CHOCOLATE			
	JUICE, 100% STRAWBERRY KIWI			
	JUICE, 100% STRAWBERRY ORANGE			
	FRUIT 2 O GRAPE			
	FRUIT 2 O CHERRY			
	FRUIT 2 O STRAWBERRY			
	MEATS AND MEAT ALTERNATES			
	ALFREDO CHEESE SAUCE, BOIL IN BAG, CN LABELED			
	BACON, SLAB			
	BACON BITS, REAL			
	BEEF PATTIES RAW			
	BEEF PATTIES PRECOOKED			
	BREADED MOZZARELLA STICKS, WG, CN LABELED			
	BREADED PORK PATTY, WG, CN LABEL			
	BREAKFAST PIZZA, EGG & BACON, WG CRUST, CN LABEL			
	BREAKFAST PIZZA, SAUSAGE, WG CRUST, CN LABEL			
	CHICKEN PATTY, BREADED, SPICY, WG, CN LABELED			
	CHICKEN PATTY, BREADED, SPICY, WG, CN LABELED			
	CHICKEN FRIED BEEF PATTIES, WG, CN LABELED			
	CHICKEN FRIED BEEF PATTIES, WG, CN LABELED			
	CHICKEN BREAST RAW SKINLESS AND BONELESS			
	CHICKEN BREAST PATTIES, WHOLE MUSCLE, GRILLED, CN LABELED			

	CHICKEN BREAST PATTIES, WHOLE MUSCLE, GRILLED, CN LABELED			
	CHICKEN LEG QUARTERS			
	CHICKEN PATTIES, GRILLED, ITALIAN SEASONED, CN LABELED			
	CHICKEN STRIP TENDER, BREADED, WG, CN LABELED			
	CHICKEN STRIP TENDER, BREADED, WG, CN LABELED			
	CHICKEN STRIP TENDER, GRILLED, FAJITA CN LABELED			
	CORNDOG, TURKEY, WG, CN LABELED			
	CORNDOG, CHICKEN, WG, CN LABELED			
	CREAM CHEESE, BLOCKS			
	DELI HAM, LOW SODIUM, SLICED, CN LABEL			
	DELI, TURKEY BREAST, LOW SODIUM, SLICED, CN LABELED			
	DICED CHICKEN, PRECOOKED, CN LABEL			
	EGGS, FRESH, MEDIUM, GRADE A, LOOSE *WEEKLY PRICING*			
	EGGS, FRESH, LARGE, GRADE A, CARTON *WEEKLY PRICING*			
	EGG ROLLS WITH MEAT AND VEGETABLES, WG, CN LABEL			
	EGG ROLLS WITH VEGETABLE, WG, CN LABEL			
	FISH PATTY, WG BREADING, CN LABEL, 2OZ MMA EQ			
	FISH NUGGETS, WG BREADING, CN LABELED			
	GROUND BEEF 80/20			
	HOT DOG TURKEY 10/1			
	HOT DOG ALL MEAT 5/1			
	HOT DOG ALL MEAT 4/1			
	SAUSAGE BULK			
	HUMMUS, INDV CUPS, TACO			
	MINI CORNDOGS, WG, CN LABEL			
	PANCAKE WRAPPED MINI SAUSAGES, WG, CN LABEL			
	PANCAKE WRAPPED SAUSAGE, STICK, WG, CN			

	LABEL			
	PARMESAN CHEESE, GRATED *MONTHLY PRICING*			
	PARMESAN CHEESE, SHREDDED *MONTHLY PRICING*			
	PEANUT BUTTER, SMOOTH			
	PIZZA, CHEESE, WG CRUST, CN LABEL, 4X6 RECTANGLES			
	PIZZA, PEPPERONI, WG CRUST, CN LABEL, 4X6 RECTANGLES			
	PIZZA, SAUSAGE, WG CRUST, CN LABEL, 4X6 RECTANGLES			
	PIZZA, CHEESE, WG CRUST, CN LABEL, DEEP DISH ROUND			
	PIZZA, PEPPERONI, WG CRUST, CN LABEL, DEEP DISH ROUND			
	PORK BUTTS			
	RAVIOLI, BEEF, CANNED, CN LABELED			
	SAUSAGE PATTIES, RAW			
	SAUSAGE LINKS RAW			
	SMOKED SAUSAGE 5/1 JALAPENO AND CHEESE			
	SMOKED SAUSAGE 5/1 PLAIN			
	SUNFLOWER SEEDS, BULK, LESS OR NO SALT			
	TILAPIA			
	TUNA, PACKED IN WATER			
	VEGETARIAN PATTIES, FROZEN			
	YOGURT, PLAIN, BULK, LOW FAT			
	YOGURT, ASSORTED FLAVORS, 4 OZ CONTAINERS, LOW FAT			
	Sberry - 114844, Sberry/Ban - 114845, Vanilla - 114846			
	SPICES AND SEASONINGS			
	BAKING POWDER			
	BAKING SODA			
	BASIL, DRY, FLAKES			
	BEEF BASE, LOW SODIUM			

	BLACK PEPPER, GROUND			
	BUTTER BUDS			
	CHICKEN BASE, LOW SODIUM			
	CHILI POWDER			
	CINNAMON, GROUND			
	COCOA POWDER			
	CORNSTARCH			
	CUMIN, GROUND			
	DEHYDRATED MINCED ONION			
	DILL WEED, DRY			
	FAJITA SEASONING, LOW SODIUM			
	GARLIC POWDER			
	GARLIC, MINCED			
	GINGER, GROUND			
	MUSTARD, GROUND			
	WHITE PEPPER, GROUND			
	HAM BASE, LOW SODIUM			
	ITALIAN SEASONING, LOW SODIUM			
	KITCHEN BOUQUET			
	LIQUID SMOKE			
	NUTMEG, GROUND			
	ONION POWDER			
	OREGANO, DRIED			
	PAPRIKA			
	PAPRIKA, SMOKED			
	PARSLEY, FLAKES, DRY			
	POULTRY SEASONING, LOW SODIUM			
	SAGE, DRIED			

	SALT, IN CANISTERS			
	SUGAR, WHITE, GRANULATED			
	SUGAR, LIGHT BROWN			
	SUGAR, POWDERED			
	VANILLA, IMITATION FLAVORING			
	WHOLE CELERY SEED			
	YEAST, INSTANT			
	CHEF SHAKE SALT FREE			
	CONDIMENTS AND SAUCES			
	BACON BITS, IMITATION			
	BARBECUE SAUCE, BULK			
	BARBECUE SAUCE, DUNK CUP, 1 OZ			
	BARBECUE SAUCE, FOIL PACK, 12GM			
	BUTTER, UNSALTED, BLOCKS *MONTHLY PRICING*			
	BUTTER, SALTED, BLOCKS *MONTHLY PRICING*			
	BUTTER, INDV PKGS *MONTHLY PRICING*			
	CAESAR SALAD DRESSING, GALLON			
	CANOLA OIL			
	CHOCOLATE SYRUP			
	CREAM CHEESE, FAT FREE, INDV PKGS			
	CREAM CHEESE, STRAWBERRY, INDV PKGS			
	CREAM SOUP MIX			
	EVAPORATED MILK			
	FOOD RELEASE SPRAY			
	FOOD RELEASE SPRAY, BUTTER FLAVOR			
	GRAVY MIX, BROWN, LOW SODIUM			
	HOT SAUCE			

	HONEY, BULK, PURE			
	HONEY, INDV PKG			
	FRENCH DRESSING, LOW FAT/LIGHT, GALLON			
	INDV RASPBERRY VINAIGRETTE			
	INDV CAESAR SALAD DRESSING			
	INDV FRENCH DRESSING, FAT FREE			
	INDV HONEY MUSTARD DIPPING CUP			
	INDV ITALIAN DRESSING, LOW FAT			
	INDV JELLY, ASSORTED FLAVORS			
	INDV PANCAKE SYRUP DIPPING CUP			
	INDV PEPPER, BLACK			
	INDV MARINARA SAUCE DIPPING CUP			
	INDV RANCH DRESSING PACKET, LOW FAT			
	INDV RANCH DIPPING CUP, LOW FAT			
	INDV SALAD DRESSING/MAYO			
	INDV SWEET AND SOUR DIPPING CUP			
	ITALIAN DRESSING, LOW FAT, GALLON			
	MARGARINE, BLOCKS			
	MARGARINE, INDV PKGS			
	SALAD DRESSING, LOW FAT			
	SOUR CREAM, BULK			
	SOUR CREAM, INDV PKGS			
	SOY SAUCE, LOW SODIUM			
	SOY SAUCE, INDV PACKAGE			
	MAYONNAISE, LOW FAT			
	MUSTARD, YELLOW, GALLON			
	OIL, OLIVE, EXTRA VIRGIN			
	VINEGAR, WHITE			

	VINEGAR, APPLE CIDER			
	WHIPPED TOPPING, DRY MIX			
	WHIPPED TOPPING, PREPARED, FROZEN			
	WHITE GRAVY MIX, LOW SODIUM			
	WORCESTERSHIRE SAUCE			
	PAPER GOODS, CHEMICALS, AND SMALLWARES			
	4 OZ FOOD CUP			
	6 OZ FOOD CUP SQUAT			
	8 OZ FOOD CUP SQUAT			
	ALL PURPOSE CLEANER "Lightning"			
	ALUMINUM FOIL 18" STANDARD WT			
	APRON, BIB, BLACK			
	APRON, WAIST, BLACK			
	APRON, DISPOSABLE, PLASTIC			
	BAKING PAN LINERS			
	CUPCAKE LINERS			
	C8DCPR DELI CONTAINER CLEAR W/ LID			
	CHLORINE TEST PAPERS			
	CLEAR PLASTIC HINGED CONTAINER 9X8, 3 COMP			
	CONTAINER FOAM 1 COMPARTMENT HINGED			
	FILM WRAP18" W SLIDE CUTTER			
	FOAM BOWLS 12 OZ FOOD CUP			
	FOAM CUPS 12 OZ			
	FOAM TRAYS 5 COMPARTMENT, FOR SCHOOLS			
	FOIL WRAPPERS CUSHIONED			
	FOIL WRAPPERS FOR POTATOES			
	GALLON SIZE RECLOSABLE PLASTIC BAGS			

	LID FOR 12 OZ FOOD CUP			
	LID FOR 2 OZ SOUFFLE CUP			
	LID FOR 4 OZ FOOD CUP			
	LID FOR 4 OZ SOUFFLE CUP			
	LID FOR 8 OZ FOOD CUP			
	MULTI-FOLD PAPER TOWELS NATURAL			
	NAPKINS SMALL FOLD			
	NAPKINS TALL FOLD			
	PAN GRABBER, TERRY, W/ STRAP			
	PLASTIC FORKS, MED WT			
	PLASTIC SPOONS, MED WT			
	PLASTIC TUMBLER, 12 OZ			
	PLASTIC TUMBLER, 9OZ			
	PLATE PAPER 6"			
	PLATTERS, OVAL 9X17 FOAM			
	QT TEST PAPERS FOR QUAT			
	SANDWICH LABELS Gr.Chx - 220007, W/Ch. - 220014, BBQ Prk - 220008, BBQ Chx. - 220009			
	SPOODLE, 8OZ, SOLID			
	SPOODLE, 8OZ, PERFORATED			
	SPOODLE, 6OZ, SOLID			
	SPOODLE, 6OZ, PERFORATED			
	SPOODLE, 4OZ, SOLID			
	SPOODLE, 4OZ, PERFORATED			
	SPOODLE, 3OZ, SOLID			
	SPOODLE, 3OZ, PERFORATED			
	SPOODLE, 2OZ, SOLID			

	SPOODLE, 2OZ, PERFORATED			
	SOUFFLE CUP 2 OZ PLASTIC			
	SOUFFLE CUP 4 OZ PAPER			
	SOUFFLE CUP 4 OZ PLASTIC			
	SOUFFLE CUP 5.5 OZ PLASTIC			
	STAINLESS STEEL FORKS			
	STAINLESS STEEL SPOONS			
	STORAGE BAGS PLASTIC CLEAR 8"X4"X14"			
	THERMOMETER SANITIZING WIPES			
	TRAYS, FOOD, PAPER, 1LB			
	TRAYS, FOOD, PAPER, 3LB			
	TRAYS, FOOD, PAPER, 5LB			
	VINYL GLOVES, POWDER FREE S,M,L,XL			
	S - 147710, M - 147711, L - 147712, XL - 1447713			
	WAXED PAPER			
	WET WAX SANDWICH BAGS			
	WRAPPED MILK STRAWS			
	STAINLESS STEEL SCRUBBERS			
	GREEN SCOUR PADS			
	RUBBER GLOVES FOR DISHWASHING S,M,L,XL			
	XL - 511509, L - 511539, M - 511542, S - 511546			
	BAR MOP TOWEL, TERRY, 17"X20"			
	BLEACH			
	STAINLESS STEEL CLEANER			
	OVEN CLEANER			

	DAWN DETERGENT			
	TIDE DETERGENT, HE LIQUID			
	LIME SCALE REMOVER			
	DISHWASHING DETERGENT - 5 GALLON BUCKET			
	RINSE AGENT FOR DISHWASHER - 5 GALLON BUCKET			

**ATTACHMENT C
VENDOR BID FORM**

Notice to Bidders:

It is essential that the submitted Bid complies with all the requirements contained in this IFB. The undersigned Bidder agrees, if this bid is accepted, to enter into an agreement with the Board/SNP on the form included in the Contract Documents to perform and furnish all products as specified or indicated in the contract documents.

This Bid is submitted to: South Spencer County School Corporation Board of Education/
School Nutrition Division
321 S 5th Street
Rockport, IN 47635

This Bid is submitted on this date: _____

This Bid is valid for sixty (60) days from the date of the public opening of the bids.

Communications and questions regarding this bid are to be directed to:

Contact Name/Title: _____
Contact Telephone: _____
Contact Email: _____

Receipt of Addenda:

In submitting this Bid, Bidder represents that they have received and examined the following Addenda:

Addendum 1 _____ Date _____
Addendum 2 _____ Date _____

Checklist for Bidder:

The following documents are attached to and made part of the Bid (check all that applies):

- Lobbying Certificate
- Food Specifications
- Vendor Bid Form
- Contract Signature Page

Bid Pricing:

Unless items are specifically excluded in the Bid, the Board/SNP shall deem the Bid to be complete and shall not be charged any costs above and beyond the Bid amount as set forth by the Bidder herein.

Total Bid Price: \$ _____

Authorized Signature of Bidder: (This bid form must be signed by an individual with actual authority to bind the company.)

Company Type (check one):

Sole Proprietorship Partnership Corporation Joint Venture

Bidder attests that:

He/she has thoroughly reviewed this IFB for Food Products and that this Bid response is submitted in accordance with the IFB requirements.

Company Name: _____

Federal ID#1: _____

Street Address: _____

Signature**:

Signatory's Name: _____

Signatory's Title: _____

Witness's Signature**:

Witness's Name: _____

Witness's Title: _____

**For Corporations: The bid must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer.

If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature(s) must be attached to this bid. Failure to attach a Copy of the appropriate authorization, if required, may result in rejection of the bid.

ATTACHMENT D - LOBBYING FORM & DISCLOSURE

UNITED STATES DEPARTMENT OF AGRICULTURE

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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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

Attachment E

South Spencer County School Addresses

South Spencer County Food Service

PO Box 26
Rockport IN 47635
Phone 812-649-4801
FSD – JANE JAGGERS

South Spencer High School

1142 N. Orchard Road
Rockport IN 47635
Phone 812-649-4801 or 812-649-9157
HEAD COOK –DONNA ALVEY

South Spencer Middle School

1498 N. Orchard Road
Rockport IN 47635
Phone 812-649-2203
HEAD COOK - JANE JAGGERS

Rockport Elementary

200 South 6th Street
Rockport IN 47635
Phone 812-649-2201
HEAD COOK – GAYLE BITTEL

Luce Elementary

1057 N. CR 700 W
Richland IN 37634
Phone 812-359-4401
HEAD COOK - MAGGIE CAUDILL