



**REQUEST FOR PROPOSAL (RFP)  
FOR MILK & DAIRY PRODUCTS BIDS FROM DISTRIBUTORS**

**RFP Reference Number: RFP2223DAIRY  
Date of request: APRIL 22, 2022**

**Completed bids must be submitted no later than May 13, 2022 by 12:00 p.m. EDT**

**RFP issued by:**

**Sara Gasiorowski, MBA, SNS  
SPARC Administrator  
Phone Number: 1-844-662-3767, ext 123  
Email: sara@proteamadvisors.com**

**PLEASE READ SOLICITATION CAREFULLY!**

**SPARC - SCHOOL PURCHASING AND RESOURCE CONSORTIUM**

**MEMO TO:** Milk & Dairy Product Vendors  
**FROM:** Sara Gasiorowski, SPARC Administrator  
**SUBJECT:** **BIDS FOR THE 2022-2023 SCHOOL YEAR**  
**DATE:** April 22, 2022

**BIDS DUE VIA EMAIL BY 12:00 NOON, FRIDAY, May 13, 2022**

Note: Aramark and Sodexo schools may have a corporate bid for that district and some districts may already have a multiple year contract with a milk company. Please include these schools in your list of SPARC school district members served

**GENERAL INSTRUCTIONS FOR SUBMITTING BIDS**

- 1] Provide a price list for each district on the attached form and include all items available for schools.
- 2] Complete, sign, scan and return all attachments.
- 3] Company/Distributor may bid **any or all** districts.
- 5] Company/Distributors must return bids via e-mail to [SPARC@proteamadvisors.com](mailto:SPARC@proteamadvisors.com) by **12:00 noon EDT Friday, May 13, 2022.**

Note: the time indicated on the email receipt will be confirmation of the deadline being met.

- 6] Qualified bids will be sent to the districts no later than Wednesday, May 18, 2022. **Bids will be awarded by the individual school districts.** If you have questions concerning the bid award, please contact the SPARC Administrator and school district directly.

**EMAIL SUBMISSION:** All districts in Michigan use Email for their reporting and business transactions. Please transmit bid via Email; it will be forwarded to the districts designated. **SPARC will forward bids to districts.**

**SPARC DIRECT CONTACT INFO:**

[sara@proteamadvisors.com](mailto:sara@proteamadvisors.com)

Cell phone at: 1-317-694-1169

Toll free at 1-844-662-3767, ext 123

**DISTRIBUTOR'S STATEMENT OF NO BID**

Due to the limited number of distributors for milk in our area, we are encouraged to seek out and request a STATEMENT OF NO BID in order to maintain compliance with federal and state procurement requirements whenever there is limited or no competitive bidding. If your company does not intend to submit a bid, your submission of the STATEMENT OF NO BID will help us meet the justification requirements for a single bid contract award. All distributors are highly encouraged to submit bids whenever possible.

If returning a STATEMENT OF NO BID please complete form below and e-mail it to the following address:

SPARC@proteamadvisors.com

Date: \_\_\_\_\_

We, the undersigned, have declined to participate in SPARC's invitation for distributors to submit bids in response to this solicitation for milk pricings for the following reasons:

- \_\_\_\_ We do not offer this product
  - \_\_\_\_ Unable to meet specifications; please specify: \_\_\_\_\_
  - \_\_\_\_ Unable to meet procurement requirements; please specify: \_\_\_\_\_
  - \_\_\_\_ Unable to deliver to your location (area): \_\_\_\_\_
  - \_\_\_\_ Other \_\_\_\_\_
  - \_\_\_\_ Solicitation was too restrictive; please explain: \_\_\_\_\_
- \_\_\_\_\_

If possible, how could SPARC improve its procurement process to encourage more distributors, similar to your company, to respond to solicitations like this one?

\_\_\_\_\_

\_\_\_\_\_

**PLEASE TYPE "STATEMENT OF NO BID FROM MILK DISTRIBUTORS" AS THE SUBJECT LINE IN EMAIL.**

COMPANY NAME: \_\_\_\_\_

PREPARED BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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## **Request for Proposal (RFP) for milk bids from milk distributors**

**RFP Introduction:** This solicitation is requesting milk & dairy product bids from qualified dairy distributors in accordance with applicable state and federal laws governing federally funded child nutrition programs. It is the intent of the School Purchase and Resource Consortium, hereinafter referred to as SPARC to procure milk & dairy products pricing from qualified milk distributors. Distributors may bid on **any or all** districts provided on the attached SPARC Member List. The SPARC administrator will forward all bids to SFA's, bids will be awarded by each district at their June Board Meeting. Dairy distributors are invited to submit electronic bids to provide Milk & Dairy Products to SPARC Members. A distributor who submits a bid in response to this solicitation will be hereinafter referred to as "Distributor" or "Bidder".

**Administration of the School Meal Programs:** The school meals programs are administered at the federal level by the Food and Nutrition Service (FNS) of the U.S. Department of Agriculture (USDA). At the state level, the programs are administered by the Michigan Department of Public Education (MDE).

**Statutory and Regulatory Authority:** Statutory authority for the Child Nutrition Programs (CNP) includes the Richard B. Russell National School Lunch Act (NSLA) and the Child Nutrition Act (CNA) of 1966. The statutory citations are, respectively, 42 United States Code 1751 et seq. and 42 United States Code 1771 et seq.

The SFA must comply with the requirements "passed down" to it from Congress, Office of Management and Budget (OMB), USDA, and the Michigan Department of Education (MDE), regulatory authority found, including but not limited to the following, Code of Federal Regulations (CFR):

- 7 CFR Part 210 National School Lunch Program (NSLP)
- 7 CFR Part 215 Special Milk Program for Children (SMP)
- 7 CFR Part 220 School Breakfast Program (SBP); when applicable
- 7 CFR Part 225 Summer Food Service Program (SFSP); when applicable
- 7 CFR Part 226 Child and Adult Care Food Program (CACFP); when applicable
- 7 CFR Part 245 Determining eligibility for free and reduced-price meals and free milk in schools
- 7 CFR Part 250 Food Distribution Program
- 2CFR Part 200.317-.326 Uniform Guidance
- 7 CFR Part 3052 Audit Requirements
- USDA and MDE program regulations guidance and instructions
- State law, regulations, and policies that are not in conflict with federal requirements
- Local law, regulations, and policies that are not in conflict with federal requirements

Each SFA as a local agency administering the school meal programs has the legal authority to operate the school meals programs in one or more schools within its district.

**Bid Submission Deadline: Friday, May 13, 2022 by 12:00 P.M. EDT**

**Bids forwarded to Districts: by Wednesday, May 18, 2022 by 5:00 P.M. EDT**

Electronic Bids will be accepted up to, and no bid will be accepted after the bid submission deadline. Time is Eastern Daylight Time as indicated on the e-mail received by SPARC. Bids that arrive after the bid submission deadline will not be considered. It is the responsibility of the Bidder to ensure that the bid arrives at the required location by the bid submission deadline. Submitted bid shall remain valid for sixty (60) days from the bid submission deadline.

If SPARC determines there is a discrepancy in or omission from this solicitation prior to the bid submission deadline, an addendum will be issued to all Bidders that have submitted bids or Bidders that have requested a copy of the solicitation.

**Bids must be e-mailed to [SPARC@proteamadvisors.com](mailto:SPARC@proteamadvisors.com) by the date and time specified above.**

**Submission of Bids:** It is the Bidder's responsibility to assure that its bid is received by this deadline, no exceptions. Bidders may request a confirmation receipt. Regardless, it is the responsibility of the Bidder to confirm and ensure that electronic bid was received by submission deadline.

**SPARC will not be responsible for the opening of, post-opening of, or failure to open a bid not properly addressed or identified correctly in the email subject line.**

**Bidding Documents:** SPARC assumes no responsibility for errors or misinterpretations resulting from the use of complete or incomplete solicitation documents. It is the Bidder responsibility to use a complete set of bid documents in the preparation and submission of its bid. The forms furnished as part of this solicitation **MUST** be used for bidding and must be signed by the Bidder. Bid responses will not be considered unless made on the forms provided and must not be detached from the solicitation document of which it forms a part. Failure to follow these instructions may result in your bid being disqualified.

**Bid Requirements:** Bidder will need to complete, sign, and return all attachments:

- ATTACHMENT A: DISTRIBUTOR MILK BID FORM
- ATTACHMENT B: SIGNATURE PAGE
- ATTACHMENT C: BIDDER CONTACT INFORMATION
- ATTACHMENT D: INDEPENDENT PRICE DETERMINATION CERTIFICATE
- ATTACHMENT E: CONFLICT OF INTEREST AFFIDAVIT
- ATTACHMENT F: SUSPENSION AND DEBARMENT CERTIFICATION
- ATTACHMENT G: ASSURANCES AND CERTIFICATIONS
- ATTACHMENT H: CERTIFICATE OF COMPLIANCE IRAN ACT
- ATTACHMENT I: CLEAN AIR AND WATER CERTIFICATE
- ATTACHMENT J: CERTIFICATE OF LIABILITY INSURANCE
- ATTACHMENT K: ETHICAL STANDARDS AFFIDAVIT
- ATTACHMENT L: LOBBYING CERTIFICATION
- ATTACHMENT M: DISCLOSURE OF LOBBYING ACTIVITIES
- ATTACHMENT N: VENDOR STATEMENT OF QUALIFICATIONS
- ATTACHMENT O: LIST OF SCHOOLS W/ADDRESSES & AVERAGE DAILY PARTICIPATION (EXCEL)
- ATTACHMENT P: SELECTION CRITERIA & AWARD MATRIX

In addition to the attachments, Bidders will need to provide the following information described in *Additional Procurement and Contract Terms* section of this RFP:

- Section: *Additional Procurement and Contract Terms* subsection 1.7 *Food Recall*: Distributor will define their policy and procedures for handling food recalls on a separate document to be submitted along with bid.
- Section: *Additional Procurement and Contract Terms* subsection 1.8 *Biosecurity*: Distributor will define their biosecurity policy and procedures on a separate document to be submitted along with bid.

**Cost of Preparing Bid:** Distributors are responsible for the costs of preparing and submitting the bid and possible presentations. Materials submitted as part of the Distributor bid will become the property of the SFA unless otherwise noted.

**Errors/Omissions/Withdrawal of Bid:** Bidders must check price quotations for mathematical and typographical errors before submittal. Failure to comply may result in disqualification of bid. A bid may be withdrawn after the time and date designated for receiving bids if clear and convincing sworn, written evidence of obvious mechanical, clerical, or mathematical error is furnished by the Bidder within 48 hours of bid opening.

Negligence on the part of the Bidder in preparing bid confers no right of withdrawal or modification of bid after bids have been opened.

**Gratuities:** Bidders are expressly advised that gratuities are not allowed. SFA employees may not accept any gift, service, honorarium, stipend, or fee; or use their position for private advantage or personal, financial, or material

gain. The SFA will investigate reported violations. Bidders, whom the SFA finds to have violated these provisions, may be barred from doing business with the SFA; employees may be disciplined according to SFA policy.

**Non-Collusion:** By submission of the bid, the Bidder certifies that the bid has been arrived at independently and submitted without collusion with any other Bidder and that the contents of the bid have not been communicated, nor to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the Bidder and will not be communicated to any person prior to the official opening of the bid.

**Method of Award:** Bids that are submitted timely and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. In addition, the SFA may conduct a pre-award audit. A contract will be awarded to the most responsive and responsible Bidder with the lowest matrix score. Due to the locations of SPARC Members multiple distributors may be awarded a contract. **Each district will award contracts at their June Board Meeting.** Winning Bidders will be herein referred to as the “*Selected Distributor.*”

- A “*responsive Bidder*” will be able to meet the requirements described in this solicitation.
- A “*responsible Bidder*” is willing and capable of furnishing the goods or services described in this solicitation.

**Bid protest procedures:** If any Distributor who submitted a bid has an objection to the award of the contract to the apparent Selected Distributor, the objecting Distributor shall furnish that protest, in writing, to SPARC within two (2) business days of the date of the Distributor notification of the awarded contract. The protest shall describe in detail the basis for the protest and the schools involved and shall request a determination under this section. If a protest is filed in a timely fashion, the SPARC Executive Director will forward the protest information to the appropriate school official. The School Official and SFA will review the basis for the protest and relevant facts under such terms and conditions as they consider proper. Upon completion of the review, the School Official or SFA shall submit its findings and recommendations to the school board members who shall then review the matter under such terms and conditions as deemed proper. Upon receipt of authority to act from the SFA’s school board members, the SFA will notify those Bidders involved of its decision. The decision shall be final and binding on the objecting Distributor.

**Non-discrimination Statement:** In accordance with Federal Civil Rights law and U.S. Department of Agriculture (USDA) Civil Rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior credible activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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 responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) 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](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

**Contract Maintenance:** The SFA will communicate with Selected Distributor if necessary to discuss product shortages, delivery times, product quality including other options, billing issues, special orders, and other selected Distributor issues.



**Contract Modification:** The SPARC and the SFA reserves the right to modify the awarded contract by mutual agreement between the SPARC and/or SFA and Selected Distributor, so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by issuance of a written authorized amendment by the SFA.

**Piggy Backing:** If agreed to by both SPARC and the Selected Distributor/s commercial pricing offered in this bid will be open to any school district or other such governmental agencies or eligible entities, who may join the USDA Foods consortium annually by October 15 via the MDE Child Nutrition Program Application. Additional members may join to take advantage of commercial bid pricing only when identified by October 15th and also listed within this RFP.

**Type of Contract:** SFA will award a firm fixed price or Escalator/De-Escalator with economic price adjustment. Bidders must submit both types of pricing to be considered responsive and eligible to be awarded a contract. For Escalator/De-Escalator pricing, all milk prices shall be firm for 60 days, after which prices for milk may be increased or decreased according to the following: each half-pint of milk bid price will be adjusted \$.001 for every \$.15 CWT (hundredweight) change in Class 1 raw milk prices from the bid price month based on the monthly Federal Milk Order Announcement for the applicable geographical zone. **When prices change, notification of changes must be sent to both the district and the SPARC Administrator.**

**Distributor Agreement:** Selected Distributor will need to sign a contract upon notification by SFA. This contract (awarded contract) will include terms and conditions as described in this RFP, submission responses from the bid of the Selected Distributor and any other negotiated terms and conditions agreed to by both parties and will represent the complete contractual requirements for both the SFA and Selected Distributor.

**Contract Term:** The awarded contract period shall be **August 1, 2022 to July 31, 2023.** Upon mutual agreement of SPARC and the Vendor, the bid may be renewed annually for one (1) year, and annually up to four (4) additional years.

**Distributor Performance and Evaluation:** The Selected Distributor performance process will involve evaluating the Selected Distributor's overall quality status, as well as evaluating the quality of each material or service the SFA awards as a result of this RFP to purchase from the said Selected Distributor. Prior to the invoice submission, the Selected Distributor shall meet with a SFA representative to discuss and review deliverables and timeline events for said services and products. The awarded contract will not automatically renew but will be based upon the SFA evaluating and analyzing Selected Distributor performance.

**Delivery:** Dairy Products will be delivered to SFA's at or before scheduled time listed below.

Each delivery shall accompany a delivery ticket, dated and showing quantity of milk delivered.  
Each delivery shall accompany a duplicate delivery ticket, dated and showing quantity of milk delivered.

Driver is expected to put milk in the appropriate storage area and rotate all stock.

Unless an order specifies a different delivery point, all deliveries under the awarded contract shall be free on board (FOB) destination. Title and risk of loss of all goods shall pass to the SFA upon final acceptance.

Delivery dates and times will be between the Bidder and the SFA. Due to storage limitations, most SFA's prefer delivery every other day by 10:00 a.m. If you cannot meet these timelines, please explain how often and times you can deliver. The SFA will not be responsible for any goods delivered or services performed that were not authorized by an authorized representative of the SFA.

**Quality:** All goods furnished must strictly conform to the bid and must be of the quality specified. No deviation or substitution is permitted without the prior written consent of the SFA. In the event no quality is specified, the goods must be at least equal to the standards of the industry. The SFA shall have the right at all times during the performance of the awarded contract to conduct such tests and inspections as is deemed necessary to assure

Selected Distributor's compliance with the awarded contract. The SFA will be supplied, as needed, data, drawings, specifications, test results, quality documentation, schedules, and other documents and information.

**Competitive Pricing:** Bidders will need to complete "Attachment A: DISTRIBUTOR DAIRY BID FORM". Bidders are encouraged to submit the most competitive pricing possible because SPARC will be soliciting multiple bids from Bidders to achieve the lowest possible price for the specifications and requirements outlined in this solicitation. If, for any reason, this solicitation has limited a Bidder's ability to provide a competitive bid, contact SPARC to let us know how SPARC could increase competition.

**Rounding of Price(s):** Any price which goes beyond the fourth place after the decimal point (e.g., beyond the ten thousand place) shall be rounded downward (i.e., a price of \$3.64528 shall be computed and considered \$3.6452).

**Submission of Bid Pricing:** Bidders must bid using firm fixed price or Escalator/De-Escalator price with economic price adjustment on fluid milk products. Bid pricing will apply to all sites regardless of delivery frequency. Products other than fluid milk products' prices are to remain firm for the entire term of the awarded contract. Unit prices must be given for each item. All milk prices shall be firm for 60 days, after which prices for milk may be increased or decreased based on the increase or decrease of Class I raw milk price as announced by the Michigan Milk Producers Association. The milk price adjustment will be in direct relationship to the announced price increase or decrease. Use the milk bid form for submission of an adjustable price bid.

NOTE: Bidder must provide with the bid a statement of: the ratio of MMPA price change to the change of product cost; and the MMPA milk price at time of bid.

- If raw milk price increase adjustments are necessary, a written notice shall be e-mailed to the Food Service Director in each participating district and the SPARC Contracted Administrator by the vendor at least 21 days prior to the effective date of the price increase. This notice must include: (1) the MMPA announced price; (2) the effective date of the increase and; (3) the revised ½ pint prices.
- If raw milk price decreases, a written notice will be e-mailed to the Food Service Director in each participating district and the SPARC Contracted Administrator by the vendor within 10 days prior to the effective date of price reduction. This notice must include: (1) the MMPA announced price; (2) the effective date of the decrease and; (3) the revised ½ pint prices.

The Selected Distributor's failure to furnish the SFA with the MMPA Class I raw milk price or Selected Distributor's failure to make price adjustments as milk prices fluctuate will disqualify the Selected Distributor from the benefits of the price adjustment clause and the price of milk to the SFA will revert to the lowest price paid by the SFA during the contract period.

**Evaluation:** Pricing will be evaluated based on lowest per unit costs.

**Reservation of Rights:** The SFA expressly reserves the following rights:

1. To reject any and all bids;
2. To reject any part of the bid not meeting the specifications set forth herein;
3. To waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all bids;
4. To re-award the solicitation to another Bidder in the event the Bidder to whom a bid is awarded defaults in executing the formal agreement; and
5. In the best interests of the SFA, accept or reject any and all portions thereof, select the next most responsive bid, or if necessary, issue a new solicitation or take other action as the SFA deems appropriate.

Bidder has the right to withdraw its bid if SFA changes the type of award as described herein.

**Payment Method:** Payment will be made by participating members directly to the Selected Distributor within 45 days of invoice. Each school district shall issue its own purchase order and shall make payment for its portion of these items. All bills to be paid after the monthly Board of Education meeting.

**Payment Responsibility:** The School Purchasing and Resource Consortium (SPARC) and its administrators act to coordinate cooperative purchasing for its members and are not responsible for bid determinations, delivery arrangements, or payments by participating members.

**Discount for Prompt Payment:** Discounts/terms for prompt payment will not be considered in the evaluation of bids. However, any offered discount will form a part of the awarded contract and will be taken if payment is made within the discount period indicated in the bid by the Bidder. As an alternative to offering a prompt payment discount in conjunction with the bid, Bidder may include prompt payment discounts on individual invoices, if awarded the contract.

**Risk of Loss:** The Selected Distributor assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials, and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Selected Distributor or held by the Selected Distributor or its suppliers for the account of the SFA, until such property has been delivered to the SFA; (4) all risks of loss or damage to any of the goods or part thereof rejected by the SFA, from the time of shipment thereof to Selected Distributor until redelivery thereof to the SFA.

**Taxes:** Price quoted shall not include state and federal taxes from which the SFA is exempt. The necessary exemption certificate will be furnished upon request by the Distributor.

**Dairy Specifications:** Manufacturer/brand name and numbers that reflect the level of quality expected may be given in lieu of specifications. In the event the SFA includes manufacturer/brand name and numbers as a part of the description of any item, the Bidder may submit quotations on that or a proposed equal product provided they are equivalent and substantiated to be so by submitted specifications and/or samples. When the description includes the wording "no substitute" in addition to the manufacturer/brand name and number, quotations will be accepted only on the item specified. The SFA reserves the right to make sole judgment as to acceptability of proposed equal products without qualification or explanation.

**Relevant Characteristics:** Relevant characteristics means those particular characteristics that specifically describe the essential physical and functional features of the material or service required. They are features that are identified in the specifications as a mandatory requirement that a proposed "equal" product or material must possess for the bid to be considered responsive. The relevant characteristics include the following:

- a. All dairy products delivered shall have been processed and packed in accordance with good commercial practice.
- b. All dairy products shall conform in every respect to the provisions of the Federal Food, Drug and Cosmetic Act and regulations promulgated hereunder. Failure to do so will result in removal from future bid consideration.
- c. All dairy products must be produced and sold in compliance with all federal and state health laws and regulations.
- d. Exterior of packaging, cartons and delivery crates shall be free of dirt, ice, water, and milk and shall be in such conditions that they can be placed directly on the serving line.
- e. Milk shall be fresh, Grade A, homogenized, pasteurized, and enriched with vitamins A and C.
- f. All flavored milks shall contain no more than twenty-two (22) grams of sugar with no high fructose corn syrup added and no more than 150 calories.
- g. No water, preservatives or other foreign substances shall be added except vitamins A and D at levels specified by U.S. Food and Drug Administration (FDA) and consistent with state and local standards.
- h. All milk shall not be treated with artificial bovine growth hormones or rBST.
- i. Any dairy products unsatisfactory in the judgment of the SFA will be returned and must be replaced immediately by the Select Distributor.
- j. The Selected Distributor must be able to supply the schools with **all types of dairy products at all times.**
- k. Selected Distributor will be required to pick up empty crates upon delivery at each school site.

- l. Fresh milk and other dairy products shall be available for consumption when schools are in session. Quantities of milk left over on the last day of school, before winter and spring recesses, and at the closing of schools in June and July shall be picked up by the Select Distributor, and amount credited to the school from which milk was picked up. **A credit receipt shall be left at SFA at the time of pick up.**
- m. *Finished product:* Fluid milk and milk products shall be formulated and packaged in accordance with current good manufacturing practices.
- n. *Pasteurization/Homogenization:* Pasteurization shall be in accordance with state and federal requirements. The fluid milk and milk products shall be homogenized.
- o. *Foreign material:* Fluid milk and milk products shall be clean, sound, wholesome, and be free from foreign material such as, but not limited to, dirt, insect parts, hair, wood, glass, or metal.
- p. *Flavors:* All types of fluid milk and milk products shall be free from all undesirable and objectionable flavors, have a pleasingly sweet distinctive individual characteristic flavor and shall possess a pleasing and desirable characteristic aroma.
- q. *Chocolate flavoring:* The chocolate flavoring shall be derived from cacao products. The flavoring products shall have a pleasingly sweet distinctive chocolate flavor free from objectionable flavors.
- r. *Color:* All types of fluid milk and milk products shall be uniformly colored throughout and characterize the type and/or flavor it represents.
- s. *Body:* The body of fluid milk and milk product types shall be smooth with an acceptable mouth feel. They shall not be slimy, ropy, or show evidence of wheying-off or floating fat particles. The body shall be smooth, uniform, and of medium consistency. They shall be free from undesirable gas formation, wheying-off, and practically free from entrapped air.
- t. *Shelf life and age requirement:* All fluid milk and milk products upon delivery shall have no less than 7 days prior to going out of condition.

**Packaging:** Preservation, packaging, packing, labeling, and case marking shall be commercial unless otherwise specified in the solicitation, contract, or purchase order. Milk cartons shall be coded with expiration date in accordance with current dairy practices and/or requirements. Each carton shall contain proper nutrition and caloric information pertaining to its contents and weight according to federal and state regulations.

All milk shall be stored in clean mechanically refrigerated trucks or coolers and kept at a temperature of 35 to 40 degrees Fahrenheit (not iced).

#### *Type of milk containers*

- a. Milk cartons shall be gable top, one-half pint, plastic impregnated, leak proof, and disposable.
- b. Plastic, 8 oz bottles with twist caps. Caps will be color coded for different milk products.
- c. Opaque plastic jug, gallon, leak-proof, disposable with tamper evident cap.

### **Additional Procurement and Contract Terms**

**1.1 Free and Open Competition:** This solicitation is intended to promote free and open competition. If the language, specifications, terms, and conditions, or any combination thereof, restricts or limits the requirements in this solicitation to a single source, it must be the responsibility of the interested Distributor to notify Sara Gasiorowski, [sara@proteamadvisors.com](mailto:sara@proteamadvisors.com) so as to be received within five (5) business days after the date the solicitation is issued by the SFA. The solicitation may or may not be changed but a review of such notification will be made prior to the award of contract.

**1.2 Recordkeeping:** Any and all documents, books, records, invoices, and/or quotations of SFAs' purchases shall be made available, upon demand, in an easily accessible manner for a period of at least five (5) years from the end of the contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by the SFA, state, and federal representatives and auditors in accordance with federal regulations. Selected Distributor must ensure that any such records held by a subcontractor are likewise subject to these provisions.

**1.3 Access to Records:** Access shall be granted by Selected Distributor to the SPARC Director, SFA, state agency, USDA, Inspector General of the United States, or any other duly authorized entity or any of their duly authorized representatives to any books, documents, papers, and records of Selected Distributor, which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, and transcriptions. The SFA may conduct audits to validate costs and compliance with agreement terms and conditions.

**1.4 Inspection of Public Records:** All information received from Select Distributor shall be subject to inspection once the contract is awarded under Michigan's Freedom of Information Act (FOIA).

**1.5 Buy American:** SFA by participating in the federal school meal programs is required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the U.S. (7CFR210.21, 220.16). Selected Distributor must be able to comply with this requirement. In the event an exception needs to be made, only the SFA can grant that exception in advance of the delivery of non-domestic products.

**1.6 Food Laws:** Distributor shall be expected to operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state, and local authorities, including but not necessarily restricted to, a Hazard Analysis, and Critical Control Point (HACCP) plan. SFA may inspect Selected Distributor's facilities and vehicles. Selected Distributor must have documented its company's compliance with Good Agricultural Practices (GAPs), Standard Operating Procedures (SOPs), Sanitary Standard Operating Procedures (SSOPs) and Good Management Practices (GMPs) for farm and field operations, packing facilities, cold storage operations, produce shippers, and their distribution facilities, if appropriate.

**1.7 Food Recall:** Distributor shall be expected to voluntarily comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Distributor shall have a process in place to effectively respond to a food recall. The process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. Selected Distributor will be expected to maintain all paperwork required for immediate and proper notification of recalls for full and split cases. Distributor will define their policy and procedures for handling food recalls on a separate document to be submitted along with bid.

**1.8 Biosecurity:** Distributor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, FDA and under the USDA, Food Safety, and Inspection Service. Distributor will define their biosecurity policy and procedures on a separate document to be submitted along with bid.

1. **Emergency Purchasing:** SFA's reserves the right to purchase from another source in the event of a shortage, recall or situation on the Distributors part that prevents the Distributor from making said deliveries.

**1.9 Mutual Agreement Termination:** With mutual agreement of both parties to a contract, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed upon date before the end of the contract period without penalty to either party.

**1.10 Non-Performance of Contract and Termination:** Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:

- a. at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
- b. an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

**1.11 Termination for Convenience:** The SFA may terminate the awarded contract prior to the expiration of the term, without cause and without penalty, upon thirty (30) days' written notice to the Selected Distributor.

**1.12 Final Payments:** Upon any termination of the awarded contract, the SFA will pay for all earned amounts to include a prorated portion of monthly amounts for products or services completed up to the effective date of termination. The Selected Distributor shall submit all required reports and other information.

**1.13 Subcontract:** Any subcontract must have the approval of the SFA. This situation must be approved prior to any deliveries being made to the individual school.

**1.14 Awarded Contracts over \$150,000:** The Selected Distributor must comply with the applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [(42 USC 1837 (h))], Section 508 of the Clean Water Act (32 USC 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15), which prohibit the use under nonexempt federal contracts, grants, or loans of facilities included in the EPA list of violating facilities. Selected Distributor shall report any violations to the SFA, the USDA and to the EPA assistant administrator for enforcement.

**1.15 Debarment and Suspension:** To ensure that the SFA does not enter into a contract with a debarred or suspended company or individual, each Distributor must include a certification statement with each bid on each contract. By signing the certification statement, the Distributor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by a Federal Agency. It is the responsibility of each Distributor to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified, declared non-responsive.

## **1.16 Indemnity and Insurance**

- a. The Selected Distributor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measures, to indemnify, and hold harmless, the SFA, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents or its employees. The Selected Distributor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or employees. However, the Selected Distributor shall have no obligation as set forth above with respect to any claim or action for bodily injury, death or property damages arising out of the fault of the SFA, its officers, its agents or its employees.
- b. The Selected Distributor shall, as a minimum, obtain and maintain during the entire period of performance of the awarded contract insurance provided by insurers authorized to transact business in Michigan, has and maintains at a minimum the following coverage placement:
  - i. Worker's compensation and employee liability insurance – worker's compensation insurance limits as required by the Labor Code of the State of Michigan. The policy shall include a waiver of subrogation in favor of the SFA.
  - ii. Comprehensive general liability/professional liability insurance – For standard contracts, minimum limits of \$1,000,000 per occurrence. The policy shall include a waiver of subrogation in favor of the SFA with an additional insured endorsement.
  - iii. Motor vehicle liability insurance - minimum limits of \$250,000 per person and \$500,000 per occurrence for bodily injury liability and \$100,000 for property damage liability is required on each vehicle owned, non-owned, or hired to be used in conjunction with the awarded contract. The policy shall include a waiver of subrogation in favor of the SFA.
  - iv. Excess liability insurance – the SFA reserves the right to require this coverage subject to the value of the contract or scope of work required in the contract. If required, the excess liability insurance shall follow the same form and offer the same protections as employer's liability, general liability, and auto liability. It shall also be as broad as the underlying policies of liability. Limits of excess liability coverage will be established based on the size and scope of the contract project. Additional insured and/or waiver of subrogation endorsements will be required.

- c. The minimum insurance amounts specified in paragraph b shall not include a deductible. Notwithstanding, if there is a deductible incorporated into the terms of the insurance policy, then SFA shall not be liable for the deductible, nor shall it be an allowable cost if paid by the Selected Distributor.
- d. The insurer's cost of providing the insured's defense and appeal, including attorney fees, shall be supplementary and shall not be included as part of the policy limits, but shall remain the insurer's separate responsibility. If any of the Selected Distributor's sureties or insurers is declared bankrupt or placed into receivership, ceases to meet any of the requirements of the awarded contract or its license to do business in Michigan is revoked or expires, the Selected Distributor shall not meet the requirements of the awarded contract.
- e. Certificates of insurance evidencing that the requirements of paragraph b have been met shall be furnished to SFA before work is commenced with respect to performance under the awarded contract. The insurance required pursuant to the provisions of this clause shall be in such form and for such periods of time as SFA may require or approve, and with insurers approved by SFA. Provisions shall be made for thirty (30) day's advance written notice by mail to SFA of change in or cancellation of such insurance.
- f. In the event the Selected Distributor fails to furnish such certificates prior to the commencing of work or to continue to maintain such insurance during the performance of the awarded contract, SFA shall have the right to withhold any payments or partial payments required to be made under the awarded contract; and shall have the right to continue withholding any or all of said payments so long as the Selected Distributor has not complied with the requirements of this clause.

**1.17 Appropriations and Approval:** Any and all obligations of the SFA under the awarded contract may be subject to annual approval and/or budgeting and appropriation by the SFA, state, or federal grant.

**1.18 Hazardous Material:** The Bidder represents that each product furnished is safe for normal use, is nontoxic, presents no abnormal hazards to persons or the environment, and may be disposed of as normal refuse. All materials, supplies, and equipment furnished, or services performed under the terms of the purchase order or contract issued in response to this bid shall comply with the requirements and standards specified in the Occupational Safety and Health Act of 1970, 29 U.S.C. SS 651 et seq., and regulations. If applicable, Material Safety Data Sheets must be sent with the bid.

**ATTACHMENT A: DISTRIBUTOR DAIRY BID FORM**

BIDDERS, complete, sign, and return this “DISTRIBUTOR DAIRY BID FORM”

**DISTRIBUTOR DAIRY BID**

The following pricing is being submitted in response to the request for dairy bids from distributors.  
List alternate packaging if available for any of the milk products listed below.

Please identify items that you have available that meet the school meal or snack guidelines that are not listed on this solicitation.

<b>Item #</b>	<b>Unit</b>	<b>Description</b>	<b>State Brand, Producer or Label and UPC Code</b>	<b>FIXED Unit Pricing</b>	<b>Esc/De-Esc Pricing</b>
	½ pt in carton	Milk, skim, chocolate			
	½ pt in carton	Milk, 1% white			
	½ pt in carton	Milk, 1% Strawberry			
	½ pt in carton	Milk, 1% chocolate			
	½ pt in carton	Milk, 1% various flavors			
	½ pt in carton	Milk, Skim, white			
	½ pt in plastic bottle	Milk, skim, chocolate			
	½ pt in plastic bottle	Milk, 1% white			
	½ pt in plastic bottle	Milk, 1% strawberry			
	½ pt in plastic bottle	Milk, 1% chocolate			
	½ pt in plastic bottle	Milk, 1% various flavors			
	½ pt in plastic bottle	Milk, skim			
	½ pt in carton	Soy milk, chocolate			
	½ pt in carton	Soy milk, vanilla			
	Five lb tub	Cottage cheese, 2%			
	Five lb tub	Sour cream, imitation, or Crema			
	Thirty two oz tub	Yogurt, plain, fat free, no high fructose corn syrup added			
	Five lb tub	Yogurt, plain, fat free, no high fructose corn syrup added			
	Thirty two oz tub	Yogurt, low fat, vanilla, no high fructose corn syrup added			
	Thirty two oz tub	Yogurt, low fat, no high fructose corn syrup added flavored; varieties to include raspberry, strawberry, blueberry and peach			



**Attachment A: Discount for Prompt Payment**

20 calendar days \_\_\_\_ % / 30 calendar days \_\_ % / \_\_\_\_ calendar days \_\_ % is included. (Fill in applicable item).

(Discounts for prompt payment will **not** be considered in evaluation of offers. However, any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated above.)

All prices quoted are F.O.B. Bidders shall not include federal excise tax, transportation tax, or state sales tax in quotations, as these taxes do not apply to purchases by the participating districts. Federal Excise Tax Exemption Certificates will be furnished by the school upon request.

Bidder's failure to execute/sign bid prior to submittal may render bid non-responsive.

I certify by my signature below that the PRICES quoted in this bid are correct and that the bid conforms to all specifications and requirements outlined in the solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the solicitation and the company's bid documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Distributor, SPARC and the SFA.

I understand that each delivery will be inspected by a representative of the SFA and an item may be rejected if it fails to meet the specification or is damaged in any way.

I understand that if shortages occur, it is my company's responsibility to deliver the difference the same day if requested.

The undersigned hereby offers to provide milk as specified in this bid for the period starting August 1, 2022 and ending July 31, 2023.

I (or We) acknowledge and accept the General Terms and Conditions as set forth in this RFP and I affirm, under penalty of perjury, that I am authorized to submit this information on behalf of (name of firm)

\_\_\_\_\_ and that the information contained herein is true and correct to the best of my knowledge and belief.

No employee of SFA shall realize, directly or indirectly, any significant personal material or monetary gain as a result of his/her association with the Distributor or have a material financial interest in any contract or subcontract between the Distributor and SFA.

I understand that the SFA reserves the right to reject any or all bids, and that this bid may not be withdrawn during a period of thirty (30) days from the time of opening of the bid.

Organization Name (print): \_\_\_\_\_

Name and Title of Authorized Representative (print): \_\_\_\_\_

Address \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_ ZIP \_\_\_\_\_

Signer's Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature (Of authorized representative): \_\_\_\_\_ Date \_\_\_\_\_

## Attachment B: SIGNATURE PAGE

*This form must be returned, properly executed.  
Please use this page as a cover sheet for your bid proposal.*

In compliance with the Request for Proposal made by the SPARC Consortium, the undersigned proposes to furnish and deliver all services in accordance with the accompanying descriptions and instructions in the RFP. The undersigned also asserts that:

- This proposal is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purchase, and is in all respects fair and without collusion or fraud.
- No member of the Board of Education of the Manistee Intermediate School District nor any officer, employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the services to which it relates, or in any portion of the profits thereof.
- All prices herein are net and exclusive of all federal, state and municipal sales and excise taxes.
- Said bidder clearly understands that the SPARC Consortium Members and their boards will be the sole judge in determining the quality of services as being equal to or in compliance with the descriptions set forth in the RFP

-----  
Company: \_\_\_\_\_

Name: \_\_\_\_\_

Signature of above: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Date: \_\_\_\_\_

Are you a small business?      Yes \_\_\_\_\_      No \_\_\_\_\_

Are you a minority business?      Yes \_\_\_\_\_      No \_\_\_\_\_

If yes, list minority: \_\_\_\_\_

SPARC would like to make the same pricing structures available to our Associate Members that do not participate in a USDA Foods program. Please see Piggy Backing Clause on page 9. Associate Members are schools, academies etc. that do not receive USDA commodities so are not included on the member list on page 33. Bidders shall indicate whether they shall extend pricing to Associate Members in their delivery areas. Inclusion is not mandatory and will have no bearing on the contract award.

Agree to extend pricing to SPARC Associate Members \_\_\_\_\_

Do not agree to extend pricing to SPARC Associate Members \_\_\_\_\_

**ATTACHMENT C: BIDDER CONTACT INFORMATION**

The following information is required when submitting a response to this solicitation. Please complete ALL areas.

Mark "N/A" for those which are not applicable. Type or print legibly, all responses.

**LEGAL NAME OF FIRM:** \_\_\_\_\_  
**DBA OR BUSINESS NAME (IF DIFFERENT)** \_\_\_\_\_

**ADDRESS OF FIRM (WHERE PURCHASE ORDERS SHOULD BE SENT)**  
**STREET ADDRESS:** \_\_\_\_\_  
**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**ALTERNATE ADDRESS:** \_\_\_\_YES \_\_\_\_NO If yes, attach separate sheet with information.

**PAY OR REMIT ADDRESS**

**LEGAL NAME OF FIRM:** \_\_\_\_\_  
**STREET ADDRESS:** \_\_\_\_\_  
**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**FIRM TELEPHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**TOLL FREE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**FAX NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**FIRM'S FEDERAL IDENTIFICATION NUMBER:** \_\_\_\_\_  
**SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM.**

**Emergency Contact Person for After/Before Hours** \_\_\_\_\_  
**TELEPHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**CELL PHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**FAX NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**Contact Person: Product Information (ingredient listings and nutrient analysis)**

\_\_\_\_\_  
**TELEPHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**CELL PHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**FAX NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**Contact Person: Billing Questions, Credits, Damaged or Incorrect Products**

\_\_\_\_\_  
**TELEPHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**CELL PHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**FAX NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**ATTACHMENT D: INDEPENDENT PRICE DETERMINATION CERTIFICATE**

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

\_\_\_\_\_  
Name of Distributor

\_\_\_\_\_  
Name of School Food Authority

1. By submission of this bid, the Distributor certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this procurement:
  - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Distributor or with any competitor.
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed to the Distributor and will not knowingly be disclosed by the Distributor 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 Distributor for the purpose of restricting competition.
  - c. No attempt has been made or will be made by the Distributor to induce any person or firm to submit or not submit a bid for the purpose of restricting competition.
  
2. Each person signing this bid on behalf of the Distributor certifies that:
  - a. He or she is the person in the Distributor’s organization responsible within the organization for the decision as to the prices being bid herein and has not participated, and will not participate, in any action contrary to 1.a through 1.c above; or
  - b. He or she is not the person in other Distributor’s organization responsible within the organization for the decision as to the prices being bid 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 1.a through 1.c above, and as their agent does hereby certify; and he or she has not participated, and will not participate in any action contrary to 1.a through 1.c above.

**To the best of my knowledge, this Distributor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of 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.**

\_\_\_\_\_  
Signature of Distributor’s  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of School Food Authority’s  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*NOTE: Accepting a Distributor’s bid does not constitute award of the contract.*

**Attachment E: CONFLICT OF INTEREST AFFIDAVIT**

This affidavit is required by state law and complies with the State of Michigan, Act No. 232 of Public Acts of 2004, Enrolled House Bill No. 5376, Sec. 1267, paragraph 3, and sub-paragraph (d), as listed below:

- (3) The advertisement for bids (and proposals) shall do all of the following:  
State that the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive of the public-school academy. A board, intermediate school board, or board of directors shall not accept a bid that does not include this sworn and notarized disclosure statement.

**CHECK ONE OF THE TWO BOXES BELOW.**

List and describe all existing Conflicts of Interest. *(Attach an additional page if necessary.)*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the best of my knowledge, no conflict of interest exists.

Print name of bidder: \_\_\_\_\_ Signature: \_\_\_\_\_

\_\_\_\_\_  
Name of Company: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

\*\*\*\*\*

**ATTACHMENT F: SUSPENSION AND DEBARMENT CERTIFICATION**  
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

**Lower-Tier Transaction**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are 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

\_\_\_\_\_  
Proposal Reference/Award Number or Project Name

\_\_\_\_\_  
Name(s) and Titles of Authorized Representative(s)

Signatures: \_\_\_\_\_

Date: \_\_\_\_\_

**INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION**

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification 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, bid/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 he or she 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 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 Non-Procurement List.
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 are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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, including suspension and/or debarment.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## **Attachment G: Assurances and Certifications**

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

### Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the MDE.

### Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., the Wayne County Regional Educational Service Agency, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with Section 400 (d) (4) of the U.S. Department of Education Compliance Supplement for A-133.

Date: \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_

Attachment H: Certificate of Compliance  
Michigan Public Act No. 517 of 2012  
Iran Economic Sanctions Act

The undersigned, the owner, or authorized officer of the below-named company (the “Company”), pursuant to the compliance certification requirement provided in the \_\_\_\_\_ School District’s Request For Proposal (the “RFP”), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an “Iran Linked Business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event the Company is awarded a contract by the \_\_\_\_\_ School District as a result of the aforementioned RFP, the Company is not and will not become an “Iran Linked Business” at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the \_\_\_\_\_ School District’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

Name of Company
Name and Title of Authorized Representative
Signature
Date



## **Attachment I: 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.

### **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 vendor.

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Signature of Vendor

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Title

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Date

## Attachment J: Certificate of Liability Insurance

<u>ACORD</u>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>				DATE (MM/DD/YY)	
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED			INSURERS AFFORDING COVERAGE				
			INSURER A:				
			INSURER B:				
			INSURER C:				
			INSURER D:				
<b>COVERAGES</b>							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY				EACH OCCURRENCE	\$	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$	
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$	
	<input type="checkbox"/>				PERSONAL & ADV INJURY	\$	
	<input type="checkbox"/>				GENERAL AGGREGATE	\$	
	GENERAL AGGREGATE LIMIT APPLIES PER:					PRODUCTS-COMP/OP AGG	\$
<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> _____						
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$	
	<input type="checkbox"/>				AUTO ONLY: AGG	\$	
	EXCESS LIABILITY				EACH OCCURRENCE	\$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$	
	<input type="checkbox"/> DEDUCTIBLE					\$	
	<input type="checkbox"/> RETENTION \$					\$	
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				WC STATUTORY LIMITS	OTHER	
					E.L. EACH ACCIDENT		\$
					E.L. DISEASE-EA EMPLOYEE		\$
					E.L. DISEASE - POLICY LIMIT		\$
	If yes, describe under SPECIAL PROVISIONS below						
	OTHER						\$
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b>							
CERTIFICATE HOLDER		ADDITIONAL INSURED; INSURER LETTER: __			CANCELLATION		

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS
	AUTHORIZED REPRESENTATIVE

**Attachment K: ETHICAL STANDARDS AFFIDAVIT**

Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

Contractor understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

Contractor also understands that it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award or a subcontract or order.

Contractor also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a metropolitan government contract upon the agreement or understanding for a contingent commission, percentage or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Contractor represents that it has not retained anyone in violation of the foregoing.

Contractor also understands that a breach of ethical standards could result in civil or criminal sanctions and/or debarment or suspension from being a seller, contractor or subcontractor under metropolitan government contracts.

Print name of Bidder: \_\_\_\_\_ Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

**ATTACHMENT L: LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 U.S. Congress, an officer or employee of U.S. Congress, or an employee of a member of U.S. Congress in connection with awarding of a federal contract, the making of a 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 and officer or employee of any agency, a member of U.S. Congress, an officer or employee of 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 covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Distributor Name/Address of Organization

\_\_\_\_\_  
Distributor Name/Title of Submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action or a material change in a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, an officer or employee of U.S. Congress, or an employee of a member of U.S. Congress in connection with a covered federal action. Use a Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks *Subawardee*, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include prefixes; e.g., *RFP-DE-90-001*.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.
10. a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.  
b. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or members of U.S. Congress that were contacted.
15. Check whether Continuation Sheets are enclosed.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



**Attachment N:**

**VENDOR STATEMENT OF QUALIFICATIONS**

Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Company Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\_\_\_\_\_ Contact Name: \_\_\_\_\_

\_\_\_\_\_ Contact Title: \_\_\_\_\_

Company website: \_\_\_\_\_ Email: \_\_\_\_\_

Number of years in business: \_\_\_\_\_

Company's financial rating: Duns or Bank reference (i.e., name and address of bank where company's commercial account is located):

List 3 current or recent **EDUCATIONAL** clients for reference purposes.

Client Data	Description and Date of Service
Name:	
Address:	
Phone Number:	
Contact Name:	
Name:	
Address:	
Phone Number:	
Contact Name:	
Name:	
Address:	
Phone Number:	
Contact Name:	

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



**ATTACHMENT O: LIST OF MEMBER DISTRICTS WITH  
CONFIRMATION OF WHICH WERE SERVED IN PAST AND WHICH ARE BEING BID FOR UPCOMING SCHOOL YEAR  
(Due to COVID 19 Pandemic, counts for the 2021-2022 school year are unavailable)**

**Company/Distributor:** \_\_\_\_\_

	<b>RA Name</b>	<b>Address</b>	<b>City</b>	<b>SY 2018-2019 Lunch Total</b>	<b>SY 2018-19 ADP</b>	<b>Served in 2021-22? Y/N</b>	<b>Bid for 2022-23? Y/N</b>
1	Allegan County Youth Home	2243 33RD ST	ALLEGAN	6303	35		
2	Athens Area Schools	4320 K DR S	EAST LEROY	51560	286		
3	Beaver Island Community School	37895 KINGS HWY	BEAVER ISLAND	4590	26		
4	Benton Harbor Area Schools	P.O. Box 1107823 Riverview Drive	Benton Harbor	239713	1332		
5	Berkley School District	14501 TALBOT ST	OAK PARK	143665	798		
6	Bridge Academy	9600 BUFFALO ST	HAMTRAMCK	125894	699		
7	Central Academy	2459 SOUTH INDUSTRIAL HWY	ANN ARBOR	88453	491		
8	Clinton Community Schools	341 EAST MICHIGAN AVE	CLINTON	71970	400		
9	Clintondale Community Schools	35100 LITTLE MACK AVE	CLINTON TOWNSHIP	184080	1023		
10	East Jordan Public Schools	P.O. Box 399	East Jordan	91335	507		
11	Fitzgerald Public Schools	23200 RYAN RD	WARREN	287696	1598		
12	Fraser Public Schools	33466 GARFIELD RD	FRASER	340056	1889		
13	Frontier International Academy	13322 CONANT ST	DETROIT	79077	439		
14	Garden City Public Schools	1333 RADCLIFF ST	GARDEN CITY	234146	1301		
15	Global Heights Academy	23713 Joy Road	Dearborn Heights	35994	200		
16	Global Tech Academy	1715 E FOREST AVE	YPSILANTI	26476	147		
17	Grant Public School District	148 ELDER ST	GRANT	168189	934		
18	Huron Academy	11401 Metropolitan Prkwy	Sterling Heights				
19	Lawrence Public Schools	650 WEST SAINT JOSEPH ST	LAWRENCE	71944	400		
20	Lincoln Consolidated School District	7425 WILLIS RD	YPSILANTI	251771	1399		
21	Manistee Area Public Schools	550 MAPLE ST	MANISTEE	133029	739		
22	Martin Luther King, Jr. Ed Ctr Acad	16827 APPOLINE ST	DETROIT	39306	218		
23	Monroe County Youth Center	3600 SOUTH CUSTER RD	MONROE	4765	26		

**ATTACHMENT O: LIST OF MEMBER DISTRICTS with PAST AND PRESENT SERVICE**

**Company/Distributor:** \_\_\_\_\_

	<b>RA Name</b>	<b>Address</b>	<b>City</b>	<b>SY 2018-19 Lunch Totals</b>	<b>SY 2018-19 ADP</b>	<b>Served in 2021-22? Y/N</b>	<b>Bid for 2022-23? Y/N</b>
24	Oakland County Children’s Village	1200 NORTH TELEGRAPH RD DEPT 63BLDG 63 WEST	PONTIAC	39706	221		
25	Oholei Yosef Yitzchak Lubavitch	14100 WEST 9 MILE RD	OAK PARK	18092	101		
26	Old Redford Academy	17195 REDFORD ST	DETROIT	204413	1136		
27	Our Savior Lutheran School	7910 EAST ST JOE HWY	LANSING	12661	70		
28	Our Shepherd Lutheran School	1658 EAST LICOLN ST	BIRMINGHAM	18373	102		
29	Queen of Miraculous Medal School	811 SOUTH WISNER ST	JACKSON	22686	126		
30	River Rouge, School District	1460 COOLIDGE HWY	RIVER ROUGE	260574	1448		
31	Riverside Academy	6409 SCHAEFER RD	DEARBORN	123373	685		
32	Saranac Community Schools	225 PLEASANT ST	SARANAC	73888	410		
33	St. John the Evangelist School	405 EAST NORTH ST	JACKSON	28675	159		
34	St. Mary Assumption School	204 ALBERS RD	BRONSON				
35	St. Paul Lutheran School	402 SOUTH BALLENGER HWY	FLINT	8605	48		
36	St. Paul Lutheran School	495 EARHART RD	ANN ARBOR	17996	100		
37	Tecumseh Public Schools	212 NORTH OTTAWA ST	TECUMSEH	147364	819		
38	Union City Community Schools	430 SAINT JOSEPH ST	UNION CITY	73262	407		
39	Van Buren ISD	947 Donovan St.	Vanderbilt	13182	73		
40	Vanderbilt Area Schools	490 SOUTH PAW PAW ST	LAWRENCE	10865	60		
41	Walkerville Public Schools	145 EAST LATHROP STREET	WALKERVILLE	38345	213		
42	Whitefish Township Schools	7221 NORTH M 123	PARADISE	5998	33		
43	Wolverine Community School District	P.O. Box 219	Wolverine	32660	181		
44	Yeshiva Beth Yehudah School	15751 Lincoln Dr	Southfield		0		
45							
46							
47							

**ATTACHMENT P: SELECTION CRITERIA & AWARD MATRIX**

**Selection Criteria and Award Matrix Form**

**Company Being Evaluated**

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Criteria	Max Points	Awarded
<b>Completed and signed Dairy Bid Form Attachment A</b>	<b>Mandatory</b>	
<b>Completed and signed Signature Page - Attachment B</b>	<b>Mandatory</b>	
<b>Completed and signed Bidder Contact Information - Attachment C</b>	<b>Mandatory</b>	
<b>Completed and signed Independent Price Determination – Attachment D</b>	<b>Mandatory</b>	
<b>Completed, signed and notarized Conflict of Interest Affidavit - Attachment E</b>	<b>Mandatory</b>	
<b>Completed and signed Suspension &amp; Debarment Certification – Attachment F</b>	<b>Mandatory</b>	
<b>Completed and signed Assurance and Certifications - Attachment G</b>	<b>Mandatory</b>	
<b>Completed and signed Iran Economic Sanctions Act - Attachment H</b>	<b>Mandatory</b>	
<b>Completed and signed Clean Air and Water Certificate - Attachment I</b>	<b>Mandatory</b>	
<b>Completed and signed Certificate of Liability Insurance - Attachment J</b>	<b>Mandatory</b>	
<b>Completed and signed Ethical Standards Affidavit – Attachment K</b>	<b>Mandatory</b>	
<b>Completed and signed Lobbying Certification - Attachment L</b>	<b>Mandatory</b>	
<b>Completed and signed Disclosure of Lobbying Activities - Attachment M</b>	<b>Mandatory</b>	
<b>Completed and signed Vendor Statement of Qualifications - Attachment N</b>	<b>Mandatory</b>	
<b>Completed and signed List of Member Districts Served- Attachment O</b>	<b>Mandatory</b>	
<b>All Attachments Completed and Submitted</b>	10	
<b>Explain your Recall and Biosecurity Plans</b>	20	
<b>Packaging</b>	10	
<b>Flavor</b>	10	
<b>Delivery Frequency</b>	10	
<b>Per Unit Pricing</b>	40	
<b>TOTAL POINTS</b>	<b>100</b>	