

UNITED TOWNSHIP HIGH SCHOOL
DISTRICT 30
1275 AVENUE OF THE CITIES
EAST MOLINE, IL 61244-4100
(309) 752-1627

**INFORMAL BID
DAIRY PRODUCTS**

United Township High School will accept informal bids for of Dairy Products for use in the Districts School Lunch Program for the 2019-20 School Year.

CONTRACT TERM:

The contract will begin July 1, 2019, and to be completed June 30, 2020. After the initial one year contract, United Township High School in its discretion may continue to extend the bid from year to year. The bid will be extended on a yearly basis under the original terms and conditions of the originating bid for up to maximum of three years. Maximum bid length will be from July 1, 2019 to June 30, 2022. After the initial one year contract, a written notice from the United Township High School to extending or canceling the contract will be provided to the distributor 90 days prior to expiration of the contract.

INQUIRIES:

All inquiries to bid specifications should be directed to the office of Scott Ringberg, Food Service Director at the above address. The office telephone number is (309) 752-1627 and fax number is (309) 752-1615.

RIGHTS OF THE SCHOOL DISTRICT:

United Township High School reserves the right without penalty to accept or reject any part of any bid and to accept or reject any or all bids if it is in the best interest of the School District. No contract will be awarded except to responsible bidders capable of performing the Contract as stated in writing in this document.

ASSIGNMENT:

The contractor shall not assign its contract, or any part thereof, to any other persons or entities Without the prior written approval of the Purchasing Manager of the School District.

TERMINATION BY DEFAULT:

United Township High School may terminate the whole or any part of this contract for any one of the following circumstances.

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.

- If the contractor fails to make delivery or performance of the services are incomplete or unsatisfactory, or the quality of the products are unsatisfactory.
- If the contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and either of these two circumstances does not correct such failure within a period of ten (10) calendar days, then United Township High School may in writing authorize the termination of said contract on thirty (30) days notice if the contract terms are violated in any way.
- United Township High School subject to the provisions specified herein, by notice of default to the contractor, can terminate the whole or any part of this contract.

The following remedies will take place if products fail to meet contract or label specifications.

- Cash reimbursement or in-kind replacement at the discretion of the SFA for the total lot which fails.
- Payment of the value of all meals served which did not meet minimum requirements for reimbursement because of short-weighted products;
- Time frames for providing restitution and payments to SFA;
- A notice that repeated short changes is breach of contract which may result in termination; and
- A requirement that the contractor bear all costs resulting from termination.

The District will notify supplier immediately in writing via certified mail when products fail state weights and measures tests, along with the directions for replacing the product in cash or in-kind and any other funds payable to the SFA pursuant to contractual terms and conditions.

If necessary, the District may terminate contracts for cause in a timely manner.

The District may use legal counsel to ensure bid, contract terms, and that all correspondence with suppliers are legally sufficient and in the best interests of SFA.

TERMINATION FOR CONVENIENCE:

The District may terminate contract, in whole or in part, when it is in the best interest of the District upon thirty (30) days prior written notice.

BUY AMERICAN

The vendor shall purchase to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States or a food product processed in the United States substantially using agricultural commodities produced in the United States.

DELIVERY:

The successful bidder will provide Milk Coolers (refrigerators) for all serving lines as needed. Coolers must be presentable and meet both Local, State and Federal Health Code.

A two part accurately completed invoice must be left with each delivery. Invoices must be signed by a designated cafeteria staff person.

All bidders must submit nutritional data/information with all bids. No bid will be accepted without nutritional data/information.

A credit invoice must be issued for any dairy items removed from the Cafeteria by the vendor for any reason, once these items have been initially signed for.

Deliveries shall be made to the Cafeteria Kitchen Monday – Friday or as needed each week.

Delivery time shall be 5:00 a.m. between to 9:00a.m.

PROJECT ANNUAL DAIRY QUANTITIES:

Anticipated dairy product consumption for the 2019-2020 School Year is listed on the attached bid form.

The projected annual usage is based on the Districts historical purchases. The District reserves the right to increase or decrease the quantity listed for any bid item. The estimated annual dairy quantities are intended only as a useful guide, and do not imply a guarantee on the part of the district to purchase stated quantities as a minimum or maximum.

COMPLIANCE WITH APPLICABLE LAWS:

Vendor agrees to fully comply with all federal, state and local laws, orders, rules, regulations and ordinances.

Illinois State Law prohibits smoking in or on any school district property. Compliance is required.

BIDDING INSTRUCTIONS:

All bids shall be returned to the Administrative Office of the School District located at 1275 Avenue of the Cities, East Moline, IL 61244 by 2:00 p.m. on March 29, 2019. No bids will be accepted after this time. Any bid received after this time will be returned unopened. All envelopes containing these bids shall be marked “Dairy Bid”. All bids submitted for evaluation become the property of the School District. Bidders shall be informed in writing of the Districts award.

Each bid must be accompanied by a HACCP compliance letter and the completed attachments.

No bid will be accepted without these completed forms.

1. Bid-Rigging Certification
2. Certificate of Eligibility to Bid
3. Certificate of Compliance with Illinois with Drug-Free Workplace Act

4. Certification Regarding Debarment

5. Bid Form

Each bid must be accompanied by a completed attached bid form (all bids must be on this form) and the above listed attachments must be completed and signed.

BID FORM – DAIRY PRODUCTS

The undersigned proposes to furnish Dairy Products to United Township High School, for the 2018/2019 school year according to the conditions specified at the following prices:

- ½ Pt. Carton FF Chocolate Milk -----\$_____ X 100,000 = _____
- ½ Pt. Carton FF Strawberry Milk----- \$_____ X 60,000 = _____
- ½ Pt. Carton 1% White Milk-----\$_____ X 50,000 = _____
- ½ Pt. Carton FF/Skim Milk----- ----\$_____ X 2,500 = _____

- 1 Gal. 1% White Skim Milk \$_____ X 20 = _____
- 5 lb. Cottage Cheese –
Low Fat (Large or Small Curd) -----\$_____ X 15 = _____

Please check, indicating that the following conditions are met. If bidder is unable to meet/furnish any requirements, please note in the space below.

___ The above price will begin July 1, 2019

___ Attachments 1, 2, 3, 4 and 5 are completed and attached.

___ Nutritional analysis information is enclosed.

___ HACCP statement is enclosed.

Unable to meet _____

COMPANY _____ BY _____
(Authorized Signature)

ADDRESS _____ TITLE _____

_____ DATE _____

E-MAIL ADDRESS _____

PHONE _____ FAX _____

United Township High School has the right to reject or accept all or any portions of the Bid, deemed in the best interest of the District.

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.

Attachment 6

Bid-Rigging Certification

_____, a duly
(Agent)
authorized agent of _____,
(Contractor)
do hereby certify that neither _____,
(Contractor)
nor any individual presently affiliated with _____
(Contractor)
_____ has been barred from bidding on a public contract as a
result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating)
of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

Authorized Agent

Contractor

(Attachment 1)

CERTIFICATE OF ELIGIBILITY TO BID

_____ (contractor), pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended; that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended; and that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.

(SIGNATURE)

(TITLE)

(DATE)

(Attachment 2)

UNITED TOWNSHIP HIGH SCHOOL
DISTRICT #30
1275 Avenue of the Cities
East Moline, IL 61244

CERTIFICATION II

[Contractors With 25 or More Employees]

**CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT**

This certifies that we have less than 25 employees.

This certifies that we have 25 or more employees and does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act (Ill.Rev.Stat., ch. 127, par. 132.313)* that [he; she, it] shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies, that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

_____ [Contractor]

By _____
Authorized Agent of Contractor

Title: _____

Date: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

SEAL

NOTE: This form must be returned with your proposal.
Failure to do so shall disqualify your proposal

(Attachment 3)

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR 417 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published in the May 25, 2010 Federal Register (pages 29183-29189). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:

- (1) 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) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter 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;
- (4) It will include the 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;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) 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 Certification.

_____	_____
<i>Organization Name</i>	<i>PR/Award Number or Project Name</i>
_____	_____
<i>Name of Authorized Representative</i>	<i>Title</i>
_____	_____
<i>Original Signature of Authorized Representative</i>	<i>Date</i>

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. 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 all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, 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 all available remedies, including suspension and/or debarment.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows 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 "GSA Excluded Parties List System" at <http://epls.arnet.gov/>.
6. 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 herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.