

Invitation to Bid for Milk & Dairy Products

July 1, 2023 - June 30, 2024



Bid Opening:

April 17, 2023

2:00 P.M.

Region 8 ESC

1027 W. Rudisill Blvd.

Fort Wayne, IN 46807

Released By:

Dr. Joshua Wenning, Executive Director of Region 8 Education Service Center

**REQUEST FOR PROPOSALS:
MILK & DAIRY PRODUCTS**

**INVOLVING INDIANA PUBLIC SCHOOL CORPORATIONS
PARTICIPATING IN THE
REGION 8 EDUCATION SERVICE CENTER'S
COOPERATIVE PROPOSAL PROGRAM**

Released By: Dr. Joshua Wenning

Executive Director

Region 8 Education Service Center

Date: March 27, 2023

Invitation to Respondents:

Notice is hereby given that the Executive Board of the Region 8 ESC will receive sealed proposals for the bid period July 1, 2023 to June 30, 2024 for the participating school corporations/private schools in the Region 8 Education Service Center Cooperative Bid Program (R8ESC-CBP) until 2:30 p.m., April 14, 2023 at the Region 8 ESC offices, located at 1027 W. Rudisill Blvd., Fort Wayne, IN 46807 on the following items:

Milk & Dairy Products

Specifications are on file at the R8ESC office.

EACH VENDOR SUBMITTING A PROPOSAL MUST SEND A NOTARIZED NON-COLLUSION AFFIDAVIT, AN E-VERIFY AFFIDAVIT, A CERTIFICATION REGARDING DEBARMENT FORM, ALONG WITH A CERTIFIED CHECK, MONEY ORDER OR PROPOSAL BOND FOR FIVE PERCENT (5%) OF THE TOTAL PROPOSAL PRICE. The check should be made payable to Region 8 Education Service Center. These documents need to be received at R8ESC by 2:30pm on April 14, 2023.

The Governing Board of R8ESC reserves the right to accept, or reject any or all proposals and waives any informality. The successful respondent(s) will be notified of the award in writing following a meeting of the R8ESC Governing Board.

R8ESC

Mr. Mike Keaffaber, Executive Board Chairman

MILK AND DAIRY PRODUCTS BID
2023-2024
PARTICIPATING SCHOOL CORPORATIONS

Bluffton-Harrison MSD	805 Harrison Rd.	Bluffton, IN 46714
DeKalb Co. Eastern Schools	300 E. Washington Street	Butler, IN 46721
Eastbrook Schools	560 S. 900 East	Marion, IN 46953
Lakeview Christian School	5318 S. Western Avenue	Marion, IN 46953
Madison-Grant United School Corp.	11580 S. E00 W.	Fairmount, IN 46928
Marion Community Schools	750 W. 26 th Street	Marion, IN 46953
North Adams School Corporation	625 Stadium Drive	Decatur, IN 46733
Oak Hill United School Corporation	1474N – 800W-27	Converse, IN 46919
Saint Charles Borromeo	4910 Trier Rd.	Fort Wayne, IN 46815
Smith-Green Schools	222 W. Tulley Street	Churubusco, IN 46723
South Adams Schools	1075 Starfire Way	Berne, IN 46711
Southern Wells Schools	9120 S. 300 W.	Poneto, IN 46781
Whitko Community School Corporation	710 N. SR 5, Suite B.	Larwill, IN 46764

SECTION 1 Proposal Requirements

1. All bids shall be sealed and submitted on a CD (Microsoft Excel) with the outside of the envelope marked as follows: SEALED BID - MILK AND DAIRY PRODUCTS, addressed to Region 8 Education Service Center, 1027 W. Rudisill Blvd, Fort Wayne, IN 46807, and with the bidder's name and address appearing on the front of the envelope. Please include a paper copy of the bid data.
2. All proposals shall be accompanied by a bid bond or certified check for the base bid in the amount of five (5) percent of the bid price with said check or bond being made payable to Region 8 Education Service Center. The Performance Bond is to remain in effect for the bid period.
3. Certification of Debarment: A Certification of Debarment form must also be included as part of this proposal. By submitting this form, the respondent certifies that neither it nor its principals is presently debarred in this transaction by any federal department or agency. Prior to an award being made, R8ESC will check the GSA Excluded Parties List System to verify that the respondent has not been debarred by a federal department or agency. R8ESC cannot make an award to a respondent that has been debarred by any federal department or agency.
4. Non-Collusion Affidavit: Respondents must also include by the proposal due date, a **notarized** non-collusion affidavit as prescribed by the Indiana State Board of Accounts.
5. E-Verify Affidavit: Pursuant to Indiana Code 22-5-1.7-11, any Contractor or Business entity entering into a service contract with a state agency is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor or Business entity is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists. An E-Verify Affidavit has been provided as part of this proposal and **must be notarized** and returned in the same manner as the Non-Collusion Affidavit or the proposal will be rejected.
6. Lobbying form: Respondents are required to submit a Lobbying form with the proposal.
7. HACCP Program: Each respondent must provide documentation outlining their HACCP Program. This should be included with the proposal submission. This is a required document for this proposal.
8. The successful respondents must provide "CN Specifications" on all processed food within 30 days of notice of proposal award. In the event a processed food item does not carry a CN specification, a manufacturer's statement must be provided.
9. Any respondent may withdraw his proposal at any time prior to the scheduled time for receipt and opening of the proposals. No proposal shall be withdrawn after the opening of bids without written consent of the owner.
10. All checks of unsuccessful respondents shall be returned to them upon selection of the successful vendor. The check of the successful vendor shall be held until delivery or until completion of the contract to the satisfaction of the Member Districts.
11. Should a successful respondent withdraw his proposal or fail to execute a satisfactory contract, the owner may declare the bid deposit forfeited as liquidated damages.
12. Acceptance of any proposal will be based on the assumption that the respondent fully understands the specifications and conditions and accepts them without reservation.
13. Should any person submitting a proposal have questions as to the true meaning of the specifications, he may request interpretation from the owner. Failure to request clarification shall be the sole responsibility of the respondent.

SECTION 1.2 General Conditions

1. Region 8 Education Service Center anticipates that most of the participating school corporations will purchase a significant portion of their total milk and dairy needs from the successful respondent. The award of this proposal, however, does not in any way commit or require any of the participating school corporations to limit their purchasing of such products to such successful vendor.

2. Proposals must be submitted in the Corporate Firm or Trade Name of the respondent. If the respondent is a Corporation, the Corporate Name must be correctly stated. The owner, partner or an authorized officer must sign his/her name and title, and insert the address and telephone number of the respondent. Provide the name, title, and address of the contact person should it differ from the firm's authorized officer.

3. All proposals shall remain firm for the period beginning 7/1/2023 through 6/30/2024. No proposal shall be subject to correction or amendment. **Respondents must include both "firm pricing" and "escalating/de-escalating pricing." With or without school owned coolers.**

(and)

4. In the event that a contract with an escalation/de-escalation price is awarded, following the bid date and during the contract period, the price for milk shall escalate or de-escalate from the base price in accord with changes in Class I and Class II raw milk prices based on Midwest Marketing Area, Federal Milk Order #33. All prices shall be firm for 30 days, after which milk can increase or decrease in accord with changes in Class 1 raw milk prices based on monthly Federal Milk Order Announcements for the (applicable geographical zone). Prices for milk delivered can be increased or decreased at the rate of \$0.001 per half pint for each full \$0.15 increase/decrease in raw milk per hundredweight. Any change in milk prices to the buyer shall become effective on the first day of the following month. Written notification of changes in prices must be accompanied by an appropriate copy of the Federal Milk Order and sent to the Food Service Director.

5. Region 8 Education Service Center (R8ESC) reserves the option to renew this proposal annually. The contract can be renewed provided there is no price increase and the respondent has performed all aspects of this contract in an acceptable and satisfactory manner. If a price increase or decrease is requested for renewal, it must be acceptable by both parties and received in writing immediately after the request is made by R8ESC to renew. The R8ESC will contact the respondent approximately three (3) months prior to the expiration date of the contract to confirm the agreement regarding the extension of the contract and to request any changes in pricing to review with the R8ESC consortium prior to the proposal expiration date.

6. Items offered shall meet the specifications as stated in the proposal sheets. Deviations from specifications listed must be noted. Alternate packaging on products will be considered. Please state specifications for the alternate product you are offering.

7. The product shall not be dated for less than 7 days from time of delivery. For example, if the product is delivered on the 7th of the month, it should not be dated for less than the 14th of the month.

8. The respondent shall deliver quality products such as timely dated and unspoiled milk in clean cartons AND in Clean Crates. The cleanliness of the crates has been a service issue in the past and will be part of the evaluation criteria. If the quality and/or service is not deemed satisfactory by the school corporation and the matter is not resolved within a reasonable time, the proposal bond may be executed.

9. Include with each item bid, the unit price delivered, using only the proposal sheets furnished. All charges are to be included in these prices. Region 8 Education Service Center or the participating school corporations will not be responsible for any costs not specified in the proposal response including fuel surcharges. **If there is a fuel surcharge, please note the details to that effect in section 2.2 in the space provided.**

10. The proposal items will be considered on the basis of known quality, service and cost, by the R8ESC Evaluation Committee. The recommendations by the evaluation committee will be considered when awarding the proposals by the Region 8 Education Service Center Governing Board.

11. Awards will be made at a subsequent meeting of the Region 8 Education Service Center Governing Board. The Governing Board reserves the right to accept or reject any proposal, or any part thereof, and to award the contract to the low and best respondent, and to make selections in its judgment as best suited for the purpose intended. Past service to R8ESC Member Schools will also be considered in this award and will be a part of the award criteria by the R8ESC Governing Board.

12. The electronic proposal document shall be considered as legally binding upon all respondents. Successful respondents shall be notified in writing by a designee of the Region 8 Education Center Governing Board.

13. Invoices shall be issued as indicated on the order and include specific identification requested on the order.

14. All respondents shall ascribe to Title IV Civil Rights Act of 1964.

15. Respondents shall not include Federal Excise Tax, Transportation Tax or State Sales Tax in proposal prices, as the taxes do not apply to purchases by the participating school corporations. All participating school corporations have a "Not For Profit Tax Exemption Certificate." Upon request, the corporation will furnish this certificate.

16. Respondents shall include a full list of products and prices. Prior notification shall be given by the respondent of any price adjustments.

17. Respondents shall include the nutritional breakdown to meet the 2022-2023 dietary guidelines.

18. After each of the purchase proposal periods of December 31, 2023 and June 30, 2024 the vendor shall submit a spreadsheet showing total gross sales to Region 8 Education Service Center (R8ESC) members and will reimburse 0.0032 cents per unit to R8ESC payable by the 30th of the succeeding months (January 30, 2024 & July 30, 2024).

SECTION 1.3

Explanation of Proposal

1. Vendors may submit a proposal on any or all of the participating school corporations listed-see page(s) 3, 4. If a vendor is eliminating any school corporations from their proposal, they must clearly list which corporations they are NOT bidding on.

2. Respondents may attach a description of any special rebates, incentives, discounts or other costs-saving programs as an addendum to this proposal document. These items must be mailed separately and marked as such and will be due by the proposal opening date listed in this document. The successful respondent must initiate a program which will track all manufacturers' rebates. Food service directors must not be required to do anything beyond sign an appropriate authorization/application sheet. This program must be in operation starting with the beginning date of the proposal period. Such addenda must clearly and completely describe the opportunity for additional savings. Opportunity and notification must be cleared through Region 8 Education Center. Such addenda may or may not be considered in the evaluation and award of any part of this entire proposal.

3. Region 8 Education Service Center requires that the supplies used and/or purchased with respect to this proposal be manufactured in the United States. It is the respondent's responsibility to show such supplies are manufactured in the United States. If the supplies provided by the respondent are not, the respondent must show that one of the following is true:

- a. The supplies required to comply with the proposal, bid or quote, are not manufactured in the United States in a reasonably available quantity to make a competitive proposal.
- b. The price of the supplies required exceeds the price of comparable supplies available outside the United States by an unreasonable amount.
- c. The quality of the supplies required is substantially less than comparably priced supplies available outside the United States.

4. Region 8 Education Service Center Governing Board reserves the right to accept or reject any proposal, or any part thereof, and to award the contract to the low or best respondent, and to make selections in its judgment as best suited for the purpose intended.

5. Each school system shall issue its own order, detailing specific delivery instructions, date of delivery, and shall make payment for merchandise received to local school corporation procedures as approved by the State Board of accounts.

6. Each respondent must be able to meet the schools attached delivery schedules. This includes how often deliveries are made and time of day. The school's delivery preferences are listed in Section 2.0. Any limitations on your delivery to said schools must be listed. This information will be considered by the evaluating committee when proposals are evaluated. Please indicate in the proposal response area if those preferences can or cannot be achieved and if there is a minimum purchase required for delivery.

7. It shall be understood by all parties concerned that the award of this proposal does not obligate any school corporation to receive any quantity of product in excess of actual use. This includes the U.S.D.A. unexpected entitlement of bonus commodities.

8. Potential respondents that have questions regarding this proposal shall submit their questions via email at jwenning@r8esc.k12.in.us. Questions must be submitted no less than ten (10) business days prior to the due date for the proposals. This is the preferred and required method for submission of questions so that all participating vendors are privy to the responses to conduct a fair and open bid process.

SECTION 1.4 Contract Requirements

1. The successful respondents must have the capacity, physically and financially, to supply items to the school corporations in the quantities required. Also, successful respondents must have a proven record of service, particularly with respect to the delivery of all items on a regularly scheduled basis. A respondent may be designated as unacceptable if the requirements listed have been violated and/or poor communication has existed between the respondent and the school corporations within the region.
2. All products and delivery of such shall conform to the minimum requirement of federal and state regulations. These requirements shall include, but not be limited to, proper labeling, and weights and measures. State weights and measures representatives may test products received under contract, and if product fails the test, the school may take the following action:
 - a. cash restitution or in-kind replacement for the entire lot that failed.
 - b. payment for the value of all meals that the school served which failed to meet federal requirements.
 - c. establishment of time frames for providing restitution and payments.
 - d. notice that continued failure will constitute a breach of contract that will lead to termination.
 - e. requirement that all cost resulting from termination for cause must be borne by the vendor

This information as well as school lunch equivalents, and nutritional information must be available upon the request of the food service director
3. A sales representative must be available to visit in person to take orders, to review and resolve any problems.
4. Delivery personnel should be appropriately dressed in clothing with a clearly recognizable company name, logo or identity tag visible and have a criminal background history check as well as be insured. Please include your background check policy and how that can be reported to the districts that require it. Responses may be included in the appendix of this RFP.
5. Fluid milk and yogurt shall be delivered at a temperature of 40 degrees F or less. Any milk or yogurt delivered at above 40 degrees F may be rejected. All deliveries shall be made in refrigerated trucks.
Compliance with 410 IAC 7-21 will be a requirement in regards to deliveries: Before shipping any product, the delivery vehicle should be checked for cleanliness. If the truck is not clean or cannot maintain proper temperature for any refrigerated or frozen food items, another delivery vehicle must be used. All food products should be kept separate from any chemical, toxic, or non-food items. Chemicals should not be stored on top of food or transported in a manner whereby food products may become contaminated.
6. Successful respondents will be encouraged to present new products and demonstrate new concepts and merchandising ideas to the food service directors.
7. If a successful respondent is temporarily out of stock of a particular item, they must notify the school food service director not less than 12 hours prior to the scheduled delivery. Substitutions must be provided at an equal or greater quality at the proposal price. Violation to follow this protocol will be in direct violation of the proposal.
8. The successful vendors must provide a complete accounting of all items purchased by all member schools under the terms of this contract within 30 days after the request has been made. This accounting is a simple gross count of each item purchased by the entire purchasing group. A school by school or corporation by corporation count may be requested. This information is to be provided to Region 8 Education Service Center.
9. Invoices shall be issued as indicated on the order and include specific identification requested on the order.
10. If the successful respondent is providing coolers to the school corporations, those coolers must have permanent thermometers installed. The vendor supplying the coolers is also held responsible for maintaining the coolers in adequate working condition. Coolers that are not maintained properly by the vendor may be deemed unreliable by the school corporation. Once deemed unreliable and the vendor is contacted and made aware of this problem, it is the vendor's responsibility to replace said coolers at their own cost and to replace with a cooler of equal capacity to the one that is removed.
11. The successful bidder shall furnish the Food Service Director with ordering instructions and cut/add procedures.
12. Deliveries shall be placed in the designated storage area at each site. All items must be received in satisfactory condition and arranged in a manner which will insure "first in, first out" utilization.

13. The vendor should institute a par system for ordering. Any milk which is in excess of respective school requirements will be credited and/or picked up by the successful bidder when school vacations or holidays require. Credit for all such milk is to be noted in the daily delivery copy.

14. Delivery shall be made in sanitary, clean containers. The vendor awarded the bid must submit the address of each production plant. Site visits may be made by the Member District(s).

15. "Piggybacking"/Material Change, Per SP-05-2017, CACFP 03-2017, SFSP 02-2017 and FD-144, SP-04-2018, SFSP 01-2018, and CACFP 04-2018: *The added districts will realize an increase in the total contract value. Per our documentation, we are still below a 10% material change due to other districts dropping off the contract to utilize different cooperatives or food service management companies.

SECTION 1.5

Respondent Qualifications

(The submission of an electronic proposal constitutes an assurance that the respondent meets these qualifications. Later evidence that the successful respondent lacks such qualifications could result in disqualification of the respondent rendering the proposal award null and void.)

1. The qualified respondents must be able to have the ability to deliver to all schools. Those they cannot deliver to, must be noted on the proposal in the space provided.
2. The qualified respondent must have the items in stock that they are bidding by the proposal start date. The only exception to this is when an item is noted on the proposal as being by special order only. Vendors are not required to stock special order items but must indicate the length of time it takes for a customer to receive a special order item once the order is placed.
3. The qualified respondents must have the ability and be willing to deliver all products that require refrigeration on equipment that meets the requirements of the manufacturer.
4. The qualified respondents must be able to supply each school food service director with a monthly order guide, for each delivery site, which includes the R8ESC item code number.
5. The qualified respondents must be able to recap, by school corporation, the rebates or allowances which are available from various manufacturers, as well as a recap of products that are available for a U.S.D.A. commodity rebate.

SECTION 1.6

Award Criteria

1. **Each participating school corporation may choose which vendor is awarded their proposal based on the criteria listed below.** Vendors are asked to extend pricing on all items unless they are not available by that vendor. School corporations have the option to choose between "Firm" or "Escalator/De-Escalator Pricing."
 - a. The award will be based on, but not limited to the overall evaluation of the respondent's ability to service the school corporations' terms of the requirements, qualifications, and criteria as called for in this agreement. This includes the ability to meet the corporation's delivery schedules, product needs and past service to the school corporation. Schools that have documented past service problems with vendors may choose at their discretion to award to an alternate respondent, even if the alternate respondent may not submit the lowest prices.
 - b. The award will be based on, but not limited to the general reputation and experience of the respondent in the industry, and their willingness to work cooperatively with Region 8 Education Service Center, and participating school corporations.
 - c. The award will be based on, but not limited to the prices that are submitted. See item A.

d. The award will be based on, but not limited to product quality and the product specifications as dictated by the National School Lunch Program Nutritional Guidelines.

2. The "Certification Regarding Debarment" must be signed and returned to R8ESC by the proposal due date and time set forth herein. See attachment for the form.

3. The Proposal Evaluation Committee is made up of Food Service administrators from the participating schools and/or corporations and other school business officials who have volunteered for this duty. Region 8 Education Service Center and its employees serve only in a facilitating capacity. All decisions and recommendations are those of the Evaluation Committee.

SECTION 1.7

Reservations

R8ESC reserves the right to accept or reject any or all bids. The award of bids will be made to the lowest responsible and responsive bidder who bids on all items on the dairy bid sheet in Section 1. Not bidding on all specified items will be grounds for rejection of the bid. The R8ESC also reserves the right to accept or reject any section of the bid the evaluation committee determines would not be in the best interest of the districts. The R8ESC further reserves the right to terminate the contract at any time for due cause which shall include such reasons as unsatisfactory service or unsatisfactory products. Any such decision shall be considered final and not subject to further recourse.

RESPONSES

2.0 - Delivery Arrangements

Please list your minimum purchase (in currency) required for delivery.

2.1 - Dairy Delivery Schedule

R8ESC does not guarantee the attached schedules. They are accurate to the best of our knowledge and may be subject to change by the individual school corporations. The vendor must understand these terms. Are you able to meet the delivery requirements listed in the delivery schedule? Leave comments related to the delivery schedule in this section.

2.2 - Payment Discounts/Additional Fees

Please list any early payment discounts available for schools. Include number of days (net) and percent of discount offered.

Please list any fuel surcharges including the exact percentage or base dollar amount if a fuel surcharge will be accessed on any deliveries and all details on what conditions would warrant this type of additional charge.

2.3 - Participating School Corporations

Please list any school corporations that you are NOT submitting a proposal on:

Bidder provides the following information:

Firm name: _____

Address: _____ City _____ State _____ Zip _____

Phone () _____ Fax () _____ (800) _____

Contact Person: _____ email _____

**CERTIFICATION THAT CONTRACTOR, ITS PRINCIPALS OR SUB-RECIPIENTS ARE NOT
SUSPENDED OR DEBARRED FROM DOING BUSINESS WITH THE FEDERAL GOVERNMENT**

By signing below, respondent certifies that the responding contractor, its principals and/or sub-recipients are not suspended or debarred by the Federal Government, nor is any known suspension or debarment procedure pending. Contractor agrees to notify R8ESC in writing of any suspension or debarment, or potential suspension or debarment proceeding. Failure to report any suspension or debarment, or any potential suspension or debarment will be sufficient cause to terminate this contract and report such termination to Federal Authorities. The contractor representative certifies that he/she has the authorization to make such certification and to bind the contractor to all representations herein.

Respondent's Company

Respondent's Company DUNS Number

Respondent's Printed Name

Respondent's Printed Title

Respondent's Signature

Date

NON-COLLUSION AFFIDAVIT

STATE OF (_____ in _____ COUNTY)

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Offeror (Firm)

Signature of Offeror or Agent

Subscribed and sworn to before me this _____ day of _____, _____

My Commission Expires: _____

Notary Public

County of Residence _____

Source: IC 5-22-16-6

E-Verify Program

The Indiana General Assembly in 2011 adopted Indiana Code 22-5-1.7-11. This statute requires Region 8 Educational Service Center to obtain from its vendors certification that the vendor does not knowingly employ an unauthorized alien and it participates in the E-verify program. As part of your bid response, please read the declaration below, then sign and return it with your response. This must be included in your bid response to be considered a responsible and responsive bidder.

Declaration

1. I have reviewed Ind. Code 22-5-1.7 and have sufficient knowledge of the personnel practices of the Business Entity to execute this Declaration on behalf of the Business Entity.
2. The Business Entity has legal counsel and has had the opportunity to consult that counsel, and accordingly, it has not relied on the Governmental Entity’s advice or counsel in complying with the legal requirements addressed in this Declaration.
3. The Business Entity is enrolled in and uses the federal E-Verify program to verify the eligibility to work of all newly hired employees of the Business Entity.
4. The Business Entity does not knowingly employ applicants or retain in its employ a person whose immigration status makes them ineligible to work for the Business Entity.
5. The Business Entity has verified that any subcontractors utilized to deliver services to the Governmental Entity through the Business Entity’s contract with the Governmental Entity use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor.
6. As an authorized agent of the Business Entity, I acknowledge that Ind. Code 22-5-1.7-13 requires that the Business Entity’s compliance with the terms of this Declaration be incorporated into the Business Entity’s contract for services with the Governmental Entity, and if the Business Entity fails to remedy a violation of this provision of its contract for services with the Governmental Entity within the thirty (30) day period prescribed in Ind. Code 22-5-1.7-12(b), violation of this term of that contract for services requires termination of that contract and that the Business Entity is liable to the Governmental Entity for actual damages.

I declare under penalty of perjury, a Class D Felony, that the foregoing representations are true.

Business Entity Name: _____ Date: _____

Agent’s Printed Name: _____ Agent’s Signature: _____

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering 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 Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of 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 an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization (FSMC)

Name/Title of Submitting Official

Signature

Date

Region 8 ESC Competitive Bid Program Submittal

THIS ENTIRE FORM MUST BE COMPLETED AND SUBMITTED WITH THE REQUIRED FORMS AND PRICING.

By Signing below, I agree:

Pursuant to notices given, the undersigned offers a bid proposal to the Governing Board of the Region 8 Education Service Center in accordance with the requirements stated herein. *Determination of award will be based upon factors stated herein and judgment of the bids best meeting the CBP requirements.* Any changes or alterations in the items specified or failure to respond to any requirement may lead to the rejection of the proposal. Respondent understands that this bid is a legal commitment of pricing and terms, and that such pricing may only be withdrawn with the written approval of the Region 8 ESC. Failure to honor pricing, terms and conditions as proposed may result in Region 8 ESC pursuing all appropriate action, including action against the bid surety and/or prohibition of future business with the Region 8 ESC. Bids are to be provided on the bid response forms provided (or utilizing the same format)

BID PROPOSAL SIGNATURE (REQUIRED)

I agree by signing below that I am authorized to bind the proposing organization to all commitments made herein, and if selected, agree to provide "Food Distribution for School Food Service" as specified.

Signature

Date

Title

Company Name and Location

**Please include your background check policy and how that can be reported to the districts that require it.
Use the space below for your response:**

VOLUME REPORT

Volume reports for 2022-2023 can be found at www.r8esc.k12.in.us

DELIVERY SCHEDULE

Region 8 Education Service Center										
1027 W Rudisill Blvd, Box 17										
Fort Wayne, IN 46807	Participating Members in Gold									
Contact: Josh Wenning, Director 800-669-4565										
Location	Street Address	City	State	Zip	Phone	FSD Name	FSD EMAIL	FSD Phone Nbr	PREFERRED DELIVERY DAY	PREFERRED DELIVERY TIMES
DeKalb Co. Eastern Schools	300 E. Washington Street	Butler	IN	46721	260-868 -2125	Sherrie Curcio	scurcio@dkesch ools.com	260-868-21 86		
Butler Elementary School	1025 S Broadway	Butler	IN	46721 -1370	(260) 868-212 3				Tues, Fri	No specific time
Eastside Junior-Senior High School	603 E Green St	Butler	IN	46721 -1135	(260) 868-218 6				Tues, Fri	No specific time
Riverdale Elementary School	6127 SR 1	Saint Joe	IN	46785 -9618	(260) 337-546 4				Tues, Fri	No specific time
Location	Street Address	City	State	Zip	Phone	FSD Name	FSD EMAIL	FSD Phone Nbr	PREFERRED DELIVERY DAY	PREFERRED DELIVERY TIMES

East Noble School Corporation	126 W. Rush St.	Kendallville	IN	46755	260-347-2502	Marcos Reyna		260-347-2502 x10011		
Avilla Elementary School	200 W. Washington St	Avilla	IN	46710-0009	(260) 897-2301				Mon/Thurs	AM
East Noble High School	901 Garden St	Kendallville	IN	46755-2257	(260) 347-2032				Mon/Thurs	AM
East Noble Middle School	415 Drake Rd	Kendallville	IN	46755-1298	(260) 347-0100				Mon/Thurs	AM
North Side Elementary School	302 E Harding St	Kendallville	IN	46755-1499	(260) 347-1354				Mon/Thurs	AM
Rome City Elementary School	400 Jefferson St.	Rome City	IN	46784-0218	(260) 854-3241				Mon/Thurs	AM
South Side Elementary School	1350 S Sherman St	Kendallville	IN	46755-0000	(260) 349-2200				Mon/Thurs	AM
Wayne Center Elem School	1231 E Appleman Rd	Kendallville	IN	46755-9801	(260) 347-2548				Mon/Thurs	AM
Location	Street Address	City	State	Zip	Phone	FSD Name	FSD EMAIL	FSD Phone Nbr	PREFERRED DELIVERY DAY	PREFERRED DELIVERY TIMES
Eastbrook Schools	560 South 900 East	Marion	IN	46953	765-664-0624	Kathy Bernaix	kbernaix@mgusc.k12.in.us	765-664-1214		
Early Childhood Center	504 S First St	Van Buren	IN	46991-0000	(765) 934-3551				2x weekly/no specific day	6am-10am

Eastbrook High School	560 S 900 E	Marion	IN	46953-9629	(765) 664-1214				2x weekly/no specific day	6am-10am
Eastbrook Junior High School	560 S 900 E	Marion	IN	46953-9629	(765) 668-7136				2x weekly/no specific day	6am-10am
Eastbrook North Elementary	504 S First St	Van Buren	IN	46991-0000	(765) 934-3551				2x weekly/no specific day	6am-10am
Eastbrook South Elementary	694 S Second St	Upland	IN	46989-0000	(765) 998-2550				2x weekly/no specific day	6am-10am
Location	Street Address	City	State	Zip	Phone	FSD Name	FSD EMAIL	FSD Phone Nbr	PREFERRED DELIVERY DAY	PREFERRED DELIVERY TIMES
Lakeview Christian School	5318 S. Western Ave.	Marion	IN	46953	765-677-4266	Tina Lodge		765-677-4266	Monday	7:30 AM
Location	Street Address	City	State	Zip	Phone	FSD Name	FSD EMAIL	FSD Phone Nbr	PREFERRED DELIVERY DAY	PREFERRED DELIVERY TIMES
Madison-Grant United School Corp.	11580 South E00 W	Fairmount	IN	46928	765-948-4143	Kathy Bernaix	kbernaix@mgusc.k12.in.us	765-948-4143		
Madison-Grant Jr./Sr. High School	11700 S/E 00 W	Fairmount	IN	46928-9312	(765) 948-4141				2x weekly/no specific days	6am-2pm
Park Elementary School	500 S Sycamore	Fairmount	IN	46928-2099	(765) 948-5232				2x weekly/no specific days	6am-2pm
Summitville School	405 E Mill St	Summitville	IN	46070-9097	(765) 536-2875				2x weekly/no specific days	6am-2pm

Location	Street Address	City	State	Zip	Phone	FSD Name	FSD EMAIL	FSD Phone Nbr	PREFERRED DELIVERY DAY	PREFERRED DELIVERY TIMES
Marion Community Schools	750 W 26th St.	Marion	IN	46953	765-662-2546	Teal Keenan		765-662-2546 x 112		
Allen Elementary School	1115 E Bradford St	Marion	IN	46952-3040	(765) 664-7355				2x weekly, NOT Wed	Before 8am
Frances Slocum Elem School	2909 S Torrence St	Marion	IN	46953-3540	(765) 664-0589				2x weekly, NOT Wed	Before 8am
John L McCulloch Junior High Sch	3528 S Washington St	Marion	IN	46953-4299	(765) 674-6917				2x weekly, NOT Wed	Before 8am
John W Kendall Elem School	2009 W Kem Rd	Marion	IN	46952-1599	(765) 662-7364				2x weekly, NOT Wed	Before 8am
Justice Thurgood Marshall Intrmd	720 N Miller Ave	Marion	IN	46952-2350	(765) 664-0507				2x weekly, NOT Wed	Before 8am
Marion High School	750 W 26th St	Marion	IN	46953-2929	(765) 664-9051				2x weekly, NOT Wed	Before 8am
Marion Regional Career Center	750 W 26th St	Marion	IN	46953	(765) 664-9091				2x weekly, NOT Wed	Before 8am
Riverview Elementary School	513 W Buckingham Dr	Marion	IN	46952-2099	(765) 662-2427				2x weekly, NOT Wed	Before 8am
Location	Street Address	City	State	Zip	Phone	FSD Name	FSD EMAIL	FSD Phone Nbr	PREFERRED DELIVERY DAY	PREFERRED DELIVERY TIMES

North Adams Community Schools	625 Stadium Drive	Decatur	IN	46733	260-724-7146	Erin Ripley	ripleye@nadams.k12.in.us	260-724-7146		
Bellmont High School	1000 North Adams Dr	Decatur	IN	46733-2740	(260) 724-7121				Sun, Thurs	no specific time
Bellmont Middle School	1200 North Adams Dr	Decatur	IN	46733-0419	(260) 724-3137				Sun, Thurs	no specific time
Bellmont Elementary School Door N24/N25	1200 North Adams Dr.	Decatur	IN	46733	(260) 724-3137				Sun, Thurs	no specific time
Bellmont Elementary Campus N37	1200 North Adams Dr.	Decatur	IN	46733	(260) 724-3137				Sun, Thurs	no specific time
St. Joseph	127 N 4th St	Decatur	IN	46733	(260) 724-2765				Mon, Wed	no specific time
Zion	1010 W Monroe St	Decatur	IN	46733	(260) 728-9995				Mon, Wed	no specific time
Location	Street Address	City	State	Zip	Phone	FSD Name	FSD EMAIL	FSD Phone Nbr	PREFERRED DELIVERY DAY	PREFERRED DELIVERY TIMES
Oak Hill United School Corporation	1474N - 800W-27	Converse	IN	46919	765-395-3341	Dana South		765-384-4381 x 49		
Converse Elementary School	600 E. Walnut St.	Converse	IN	46919-0489	(765) 395-3341				M,T, W	before 10am
Oak Hill High School	7756 W Delphi Pk-27	Converse	IN	46919-9518	(765) 395-3341				M,T, W	before 10am

Oak Hill Junior High School	7760 W Delphi Pk-27	Converse	IN	46919-9518	(765) 395-3341				M.T, W	before 10am
Swayzee Elementary School	405 S. Washington	Swayzee	IN	46986-0217	(765) 395-3341				M.T, W	before 10am
Sweetser Elementary School	614 N. Main St.	Sweetser	IN	46987-0230	(765) 395-3341				M.T, W	before 10am
Location	Street Address	City	State	Zip	Phone	FSD Name	FSD EMAIL	FSD Phone Nbr	PREFERRED DELIVERY DAY	PREFERRED DELIVERY TIMES
Smith-Green Schools	222 W. Tulley Street	Churubusco	IN	46723	260-693-2007	Elise Roth		260-693-1565		
Churubusco Elementary School	3 Eagle Dr	Churubusco	IN	46723-1498	(260) 693-2188				Mon, Fri	AM
Churubusco Jr-Sr High School	1 Eagle Dr	Churubusco	IN	46723-1419	(260) 693-2131				Mon, Fri	AM
Location	Street Address	City	State	Zip	Phone	FSD Name	FSD EMAIL	FSD Phone Nbr	PREFERRED DELIVERY DAY	PREFERRED DELIVERY TIMES
South Adams Schools	1075 Starfire Way	Berne	IN	46711	260-589-3133	Abbey Morgan	abbey.morgan@southadams.k12.in.us	260-589-1112		
South Adams Elementary School	1012 Starfire Way	Berne	IN	46711-0000	(260) 589-1101				Mon/Thursday	before 9am
South Adams High School	1000 Parkway St	Berne	IN	46711-2397	(260) 589-3131				Mon/Thursday	before 9am

South Adams Middle School	1212 Starfire Way	Berne	IN	46711-0000	(260) 589-1102				Mon/Thursday	before 9am
Location	Street Address	City	State	Zip	Phone	FSD Name	FSD EMAIL	FSD Phone Nbr	PREFERRED DELIVERY DAY	PREFERRED DELIVERY TIMES
Southern Wells Schools	9120 South 300 West	Poneto	IN	46781	765-728-5537	Chris Mossburg	crossburg@swraiders.com	765-728-5537		
Southern Wells Elementary School	9120S 300 West	Poneto	IN	46781-9713	(765) 728-2121				Tues, Fri	1:00 PM
Southern Wells Jr-Sr High School	9120S 300 West	Poneto	IN	46781-9713	(765) 728-5534				Tues, Fri	1:00 PM
Location	Street Address	City	State	Zip	Phone	FSD Name	FSD EMAIL	FSD Phone Nbr	PREFERRED DELIVERY DAY	PREFERRED DELIVERY TIMES
Whitko Community School Corporation	710 N. SR 5 Ste B	Larwill	IN	46764	260-327-3677	Michelle Badskey, Interim	michelle.badskey@whitko.org	260-327-3677 x 1007		
Pierceton Elementary School	434 S First St.	Pierceton	IN	46562-0094	(574) 594-2210				M-W-F	before 4am
South Whitley Elementary School	406 W Wayne St	South Whitley	IN	46787-1497	(260) 723-6342				M-W-F	before 5am
Whitko Jr/Sr High School	1 Big Blue Ave	South Whitley	IN	46787-1499	(260) 723-5146				M-W-F	before 5am