

**NICE Community School District**  
300 Westwood Drive, Ishpeming, MI 49849  
Ph: (906) 485-1021 – Fax: (906) 485-4095

**NICE Community School District**  
**Request For Milk Bids**

The Board of Education of the NICE Community School District is requesting bids on furnishing milk to the district for the 2022-23 school year according to the following specifications:

1. District uses approximately 500 half (1/2) pints per day\*  
\*Quantities are subject to change
2. Bid shall include delivery to Westwood High School before 8:00 AM
3. Milk shall be delivered in clean crates
4. Milk shall be placed in walk-in cooler located in the cafeteria
5. Bid price shall include individually wrapped straws
6. Prices shall remain firm throughout the 2022-23 school year
7. All bids are due August 08, 2022
8. We retain the right to accept or reject any or all bids
9. We are members of the HPS purchasing group
10. Must complete and return the Attachment – Public Act 517 of 2012 Vendor Certification Statement – Iran Economic Sanctions Act
11. As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). See reverse side for additional language on the Buy American provision and certification

Send bids to: Bryan DeAugustine, Superintendent  
NICE Community School District  
300 Westwood Drive  
Ishpeming, MI 49849

Price: ½ pint 1% white milk with straws \_\_\_\_\_

Price: ½ pint skim chocolate milk with straws \_\_\_\_\_

Price: ½ pint skim white milk with straws \_\_\_\_\_

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

Signed: \_\_\_\_\_

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

## Buy American Provision Examples

As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 201.21(d).

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that the U.S. produced in the U.S. as provided in 7 CFR Part 201.21(d).

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 7 day(s) in advance of delivery. The request must include the:

- a) Alternative substitute(s) that are domestic and meet the required specifications:
  - i) Price of the domestic food alternative substitute(s); and
  - ii) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
- b) Reason for exception: limited/lack of availability or price (include price):
  - iii) Price of the domestic food product; and
  - iv) Price of the non-domestic product that meets the required specification of the domestic product.

We require that suppliers certify the percentage of U.S. content in products supplied to us. If you are unable or unwilling to make such certification, we will not purchase from you.

We \_\_\_\_\_ certify that  
(supplier/bidder name)

our \_\_\_\_\_ have at least \_\_\_\_\_% U.S. content.  
(name of product)

**NICE COMMUNITY SCHOOL DISTRICT  
300 WESTWOOD DRIVE  
ISHPEMING, MI 49849**

**PUBLIC ACT 517 OF 2012  
VENDOR CERTIFICATION STATEMENT**

Pursuant to Michigan Law, the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq., before accepting any bid or proposal, or entering into any contract for goods or services with a prospective vendor, the vendor must certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Any bids that do not include this signed Vendor Certification Statement shall not be accepted.

**Owner Name & Address:**

NICE Community School District  
300 Westwood Drive  
Ishpeming, MI 49849

**Contractor/Vendor/Respondent Information:**

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

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

Contact Number: (      ) \_\_\_\_\_

The undersigned, with: 1) full knowledge of all of Vendor's business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq., 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a contract to supply goods and/or services to the NICE Community School District, 4) full knowledge that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

**Person Authorized to Bind the Contractor/Vendor/Respondent:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**NICE Community School District**  
**Request For Bakery Bids**

The Board of Education of the NICE Community School District is requesting bids on the following products for the 2022-23 school year.

**Products must comply with whole grain-rich criteria required by government nutrition standards for the National School Lunch and School Breakfast Programs. Please provide Nutritional Labels with bid.**

1 ½ # Whole Grain White Bread	Cost Per Loaf:
1 ½ # Whole Wheat Bread	Cost Per Loaf:
4" Hamburger Buns (30/pillow)	Cost Per Pillow:
Hot Dog Buns (16/pillow)	Cost Per Pillow:
Submarine Buns (16/pillow)	Cost Per Pillow:
Dinner Rolls (12/pillow)	Cost Per Pillow:
Hoagie Buns	Cost Per Pillow:

**Prices shall remain firm throughout the 2022-23 school year**

**Quantities are subject to change**

**Products must be delivered on clean trays/carriers**

**All bids are due August 08, 2022**

**We retain the right to accept or reject any or all bids**

**We are members of the HPS purchasing group**

**Must complete and return the Attachment – Public Act 517 of 2012 Vendor Certification Statement – Iran Economic Sanctions Act**

**As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). See reverse side for additional language on the Buy American provision and certification**

**Send bids to:** Bryan DeAugustine, Superintendent  
NICE Community School District  
300 Westwood Drive  
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## Buy American Provision Examples

As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 201.21(d).

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that the U.S. produced in the U.S. as provided in 7 CFR Part 201.21(d).

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 7 day(s) in advance of delivery. The request must include the:

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  - iv) Price of the non-domestic product that meets the required specification of the domestic product.

We require that suppliers certify the percentage of U.S. content in products supplied to us. If you are unable or unwilling to make such certification, we will not purchase from you.

We \_\_\_\_\_ certify that  
(supplier/bidder name)

our \_\_\_\_\_ have at least \_\_\_\_\_ % U.S. content.  
(name of product)

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# **NICE Community School District**

300 Westwood Drive, Ishpeming, MI 49849

Ph: (906) 485-1021 – Fax: (906) 485-4095

## **NICE Community School District Request For Pizza Bids**

The Board of Education of the NICE Community Schools is interested in securing bids on pizzas for the 2022-23 school year according to the following nutrition specifications. All bids are due August 08, 2022. We retain the right to accept or reject any or all bids. Prices shall remain firm throughout the 2022-23 school year. \*Quantities and delivery times are subject to change.

### **Product Specifications:**

Size, servings, calories, fat, sodium, carbohydrates, fiber and protein, and including all allergen information. The pizzas must be made with a whole grain crust that is at least 50% of the flour or flours must be whole grain and the remaining 50% (or less) must be enriched flour. Each slice of pizza should be 2 ounces of protein (cheese) 100% mozzarella cheese and the crust/grain also equaling 2 oz. All other ingredients must also be listed. If guidelines change on the whole grain crust, we will notify you.

<b>Ranges:</b>	K-5	6-8	9-12
Calories:	550-650	600-700	750-850
Sodium: (less than)	935	1035	1080
Saturated Fat: (less than)	10% of total calories and Trans Fat: None		

We need the price for a large cheese and pepperoni pizza cut into 8 slices (for Y5-1<sup>st</sup> grades) and cut into 6 slices (for 2<sup>nd</sup>-12<sup>th</sup> grades). Delivery should be included in the price of the pizza.

Pizza deliveries are required for service in each of two building locations. Deliveries may be approximately 2 times a month\* to the 2 kitchens listed below.

- Aspen Ridge School, 350 Aspen Ridge School Road, Ishpeming, MI 49849
- Westwood High School, 300 Westwood Drive, Ishpeming, MI 49849

**Times\* 10:20-10:30am @ ARS, 11:15-11:25am @ WHS, and 12:15-12:25pm @ ARS**

### **Delivery Procedures:**

The head cook will be responsible for calling or emailing an order with the number of slices, cut count, and times of delivery. The pizza count could be 100 to 150 pizzas\*. Delivery is to be made to the kitchen entry of the school at the times designated to allow the staff time to prepare the food on the line. A school district employee must be handed the delivery ticket to verify they received the bill and that it was left at time of delivery. Pizzas must be fresh upon delivery and make sure the hold temperature is at or above 145 degrees. Pizzas must be delivered in clean bags or carriers.

### **Buy American Provision and Iran Economic Sanctions Act:**

As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). See reverse side for additional language on the Buy American provision and certification. Must complete and return the Attachment - Public Act 517 of 2012 Vendor Certification Statement – Iran Economic Sanctions Act.

### **Cancellation of Contract:**

We reserve the right to discontinue purchasing from vendors with a 5 day notice from the last delivery time on that day of notice due to unacceptable products and/or service.

## Buy American Provision Examples

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