

**Jamestown Area School District**  
**FOOD & NUTRITION SERVICES**  
**REQUEST FOR QUOTES**  
**MILK AND DAIRY**

**QUOTES DUE – DATE: July 7, 2020 Time: 1:00 pm**

**CONTRACT TERM**

The initial award period will begin on **August 1, 2020** and end on **June 30, 2021**.

**METHOD OF AWARD**

Award criteria:

1. Pricing – 45%
2. Proximity to the Jamestown School District– 25%
3. Ability to abide by requested delivery times and dates – 30%

The District may, at its discretion, award all items to one Distributor (lowest total price) or award items to multiple Distributors on a line item basis (lowest line item price).

**QUOTE SUBMISSION**

All quotes must be submitted on the form provided in Appendix B. Submitted quotes must also include the “Debarment or Suspension Certification Form” (Appendix C), the “Affidavit of Non-Collusion” (Appendix D) and the “Non-Discrimination Statement” (Appendix E). Any Distributor that fails to properly complete or return any information or certifications required by the District or federal/state law may be excluded from consideration for this contract period. Distributors must include, along with this quote submission, the manufacturer nutritional documents for all items submitted.

Quotes may be submitted via mail, hand delivery or email to:

Molly Snyder, RDN, LDN  
Food Service Director  
204 Shenango Street, Jamestown ,PA 16134  
[Molly.Snyder@jasdmuskies.com](mailto:Molly.Snyder@jasdmuskies.com)  
724-932-3186, ext 5

**PA MILK MARKETING BOARD (PMMB)**

The price for all milk in any variety (including 1% and nonfat content) for the specified time of award shall be consistent with the PMMB. All other product pricing is to be held firm for the duration of the award period with any anticipated deviance from pricing negotiated, in advance, with the District.

**COMMUNICATION AND ORDERING PROCEDURES**

Districts shall have the option to place orders as described here:

- Toll free phone ordering
- Internet ordering

Distributor shall designate an account representative/contact to communicate with the District. Distributor shall provide the procedure for special orders of non-stock products upon request by the District. Upon request by the District, the Distributor will provide product purchase reports with detail by dates, delivery location and summary for all locations.

**SUBSTITUTIONS**

The District expects that, with provided forecasting, the Distributor will fulfill all orders without shortages, outages, or substitutions. Distributor shall not sub-contract items from another vendor.

If Distributor is temporarily out of stock or short on a particular item, an equal or superior product may be delivered at an equal or lower price with prior approval by the District not less than twenty-four (24) hours prior to scheduled delivery. Substitutions at higher prices can be made only upon prior approval of the District. Substitutions should be labeled clearly as such on each invoice with the appropriate code the substitute item.

**DELIVERY LOCATIONS AND PIGGYBACKING**

Schools and other locations requiring deliveries are listed below with their delivery requirements. A map of any location will be supplied upon request. The delivery frequency for each location listed below will be acceptable by the Distributor. The Distributor must note below if frequencies cannot be adhered to.

**NOTE: THE DELIVERY FREQUENCY, AS NOTED BELOW, IS ONLY WHEN THE DISTRICT IS IN SESSION - SEE 2017-18 SCHOOL CALENDAR IN APPENDIX A.**

<u>SCHOOL NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>Contact</u>	<u>DELIVERY FREQUENCY</u>
Jamestown High School	204 Shenango Street	724-932-3186 ext 5	Molly Snyder	2 Days/week
Jamestown Elem School	3938 Douthett Drive	724-932-3186 ext 5	Molly Snyder	2 Days/week

**DELIVERIES**

Deliveries must be made before 6:30 am on the day of delivery. Deliveries are Monday-Friday. The Distributor must note on the line below if time cannot be adhered to.

The driver must unload and slot product. All shipments shall be delivered FOB: Destination – no freight allowed. Delivery shall be made only as called for unless the District has establishes an alternate process with the Distributor.

Milk cartons and crates must arrive in clean condition, in sanitary trucks and between 35 and 40°. Milk is not to be iced or frozen. The District reserves the right to refuse orders delivered in unclean conditions or unsafe temperatures.

Exterior of packaging and cartons 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

All items 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. **Credit shall be given at the time of delivery for any and all items deemed unacceptable by the District.**

**PAYMENT TERMS**

The District will pay within 45-days from receipt of the monthly invoice or statement, for ordered/delivered products only. The District is a tax exempt, non-profit organization and will provide Tax-Exempt Certificate upon request. Quantity or other discounts earned, as outlined by the PMMB, will be calculated and granted to the District.

## **GRATUITIES**

Distributors are expressly advised that personal gratuities are not allowed. District 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 District will investigate reported violations. Distributors, whom the District finds to have violated these provisions, may be barred from doing business with the District.

## **PRODUCT SPECIFICATIONS**

**Appendix B** lists the specifications and anticipated purchase quantities.

- Where a brand is listed, provide the price and indicate if the product is a non-stock/special order.
- Where acceptable alternates to the primary brand are listed, provide data only if the item is special order or you are unable to supply the branded item listed.
- Quantities shown in column 8 of Appendix B are estimated purchases of each product during the specified RFP time period. District attempts to estimate within 10-15 percent of actual requirements. Changes in student preferences affect purchase quantities.

Milk must be free of Bovine Growth Hormone (BST/BGH) and artificial trans fat. Naturally occurring fat must be clearly stated on product label.

All milk shall be fresh, Grade A, pasteurized, and homogenized.

Flavored milk must not exceed 150 calories with no more than 30g sugar per 8 oz milk. All flavored milk is to be 1% unless otherwise noted in Appendix B.

Milk is to be delivered with a minimum 7 days on sell-by/expiration dates. Each item delivered shall be dated, or if code-dated, a clear explanation of the code must be provided to District.

## **STANDARD TERMS AND CONDITIONS**

- ATTACHMENT A: 2020-2021 School District Calendar
- ATTACHMENT B: Distributor Product Pricing Form (includes District usage)
- ATTACHMENT C: Suspension and Debarment Certification
- ATTACHMENT D: Affidavit of Non-Collusion
- ATTACHMENT E: Non-Discrimination Statement
- ATTACHMENT F: Milk and Dairy Contract Solicitation and Award Protest Procedure

## **RECORDKEEPING**

Books and records of District purchases shall be made available, upon request, in an easily accessible manner for a period of five (5) years from the final payment, for audit, examination, excerpts and transcriptions by District, state, and federal representatives and auditors.

## **INSURANCE**

Distributor/Vendor shall maintain all required and proper insurance for the period during which purchases are made, including, but not limited to Comprehensive General Liability Insurance, Property Damage Insurance, Workers Compensation Insurance, and Automobile Liability Insurance.

### **TERMINATION FOR CONVENIENCE**

The District 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 awarded Distributor.

### **TERMINATION FOR CAUSE**

When federal funds are expended by the District, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

- A. The District reserves the right to terminate the contract, without penalty, with awarded Distributor within sixty (60) days and negotiate with other Distributors of the same or future quotes if the awarded Distributor's product is deemed unacceptable by the student body.
- B. If in the best interest of the District, the District reserves the right to accept or reject any and all quotes or portions thereof and issue a new quote, or take other any action as District deems appropriate to secure suitable pricing and/or services, without penalty.
- C. Should the awarded Distributor fail to maintain its obligations under this quote at any time during the course of the award period, the District reserves the right to refer to line B above and terminate the contract with the Distributor.

The Distributor has the right to withdraw its quote if the District changes the type of award as described in this form. The Distributor will give the District a 60-day notice prior to any stop in service in order to rectify issues or negotiate additional terms with the Distributor for continuance of service to the District.

### **FORCE MAJEURE**

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

### **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 HACCP plan. The District 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. Distributor shall comply with Pennsylvania Consolidated Food Licensing Laws.

Upon request from School, Distributor shall provide:

- Letter of guarantee of compliance with food safety laws and truck temperature logs.
- Latest facility inspection forms and comments from applicable federal, state and local agencies.
- Procedures for food safety and sanitation, including procedures used for product holds or recalls.

### **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 upon request of the District.

## **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 District and assurance that unsafe products are identified and removed from District 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.

## **EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

## **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

## **BUY AMERICAN**

As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(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 are produced in the U.S. as provided in 7 CFR Part 210.21(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 the district contact, a minimum of 5 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.

## **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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they

applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form.

To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(3) E-mail: [program.intake@usda.gov](mailto:program.intake@usda.gov).



# Appendix C

## **DEBARMENT OR SUSPENSION CERTIFICATION FORM**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred as required by (2 CFR 180). Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

By submitting this offer and signing this certificate, the proposer certifies the company and principals:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not, within a three-year period, preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not, within a three-year period, preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
5. Are not presently listed on the Federal Government Terrorism Watch List as described in Executive Order 13224.

The inability of a proposer to provide the certification required will not necessarily result in denial of participation in this covered transaction. The proposer shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the District's determination whether to enter into this transaction. However, failure of the proposer to furnish a certification or an explanation shall proposal reason for disqualification from participation in this transaction.

The proposer shall provide immediate written notice to the District if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

Proposer's Name \_\_\_\_\_

Proposer's Address \_\_\_\_\_

Proposer's Telephone \_\_\_\_\_

Authorized Company Official's Name (Printed) \_\_\_\_\_

Signature of Company Official \_\_\_\_\_

Date \_\_\_\_\_



# Appendix D

## AFFIDAVIT OF NON-COLLUSION

**Bids will not be considered unless this affidavit is fully executed including the affidavit of the notary and the notarial seal.**

This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antbid-Rigging Act, 73 P.S., 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

I state that I am \_\_\_\_\_ (title) of \_\_\_\_\_ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

1. The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
2. That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
4. The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
5. \_\_\_\_\_ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four 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, except as described in the attached appendix.
6. I state that \_\_\_\_\_ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the District in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the District of the true facts relating to the submission of Offers for this contract.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Name of Company/Position)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# Appendix E

Jamestown Area School District  
204 Shenango Street  
Jamestown, PA 16125

TO: All Vendors  
FROM: Business Manager  
RE: Affirmative Action

The Jamestown Area School District is an Equal Opportunity Employer. The Board of Education has made it a matter of policy that it will not transact business with firms which are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

In order to have your firm listed on our acceptable vendors list and thereby be eligible for consideration as a source for goods and services, please complete and return the following Statement of Policy to us.

## STATEMENT OF POLICY

It is the employment policy of \_\_\_\_\_ that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex or age in the hiring, upgrading, demotions, recruitment, termination and selections for training.

In addition, this firm is in full compliance with the letter and intent of the various Equal Employment Opportunities and Civil Rights Statutes noted above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed (Name/Title of Company Officer)

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

# Appendix F

## MILK AND DAIRY CONTRACT SOLICITATION AND AWARD PROTEST PROCEDURE

Protest procedures: A protest shall comply with and be resolved according to federal, state and local laws which may include those regulations found in OMB Circular A-87, A-122, 2 CFR 200 and 7 CFR 210, 220, 3016, 3019 and the Pennsylvania School Code.

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 using the form provided, to the SFA within seven (7) business days of the date of the Distributor notification of the awarded contract.

The written protest shall be delivered to the address of the individual listed as the District contact in this RFP.

A protest of a solicitation shall be received by the named individual before the offer due date. A protest of a proposed award or of an award shall be filed within Seven (7) days after the protestor knows or should have known the basis of the protest.

A protest shall include:

- the name, address, and telephone number of the protestor;
- the signature of the protestor or an authorized representative of the protestor;
- identification of the purchasing agency and the solicitation or contract number;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- the form of relief requested
- The protest shall describe in detail the basis for the protest and shall request a determination under this section.

If a protest is filed in a timely fashion, the District will review the basis for the protest and relevant facts under such terms and conditions as the District considers proper.

Upon completion of the review, the District 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 District will notify those Distributors involved of its decision. The decision shall be final and binding on the objecting Distributor.

The District shall, in all instances, disclose information regarding protests to State Agency.