



Pottsville School District

87 South "B" Street
Pottsville, AR 72858

Kathy Cynova
Child Nutrition
Director
Kathy.cynova@
pottsvilleschools.org

Phone
479-968-8625

Fax
479-498-0261

May 15, 2023

TO: ALL AREA DISTRIBUTORS OF DAIRY PRODUCTS

The Pottsville School District invites your bid on the following items for the 2023-2024 school year.

½ pint flavored or unflavored low fat (1% or skim)
½ pint fat free flavored or unflavored

Fluid milk requirement—

Types of fluid milk. Schools must offer students a variety (at least two different options) of fluid milk. All milk must be fat-free or low-fat (1%). Milk with higher fat content is not allowed. Fat-free fluid milk may be flavored or unflavored, and low-fat fluid milk (1%) may be flavored. Low fat or fat-free lactose-free and reduced-lactose fluid milk may also be offered

Juice-Buy American Compliant

4oz Apple, 4oz Orange, 4oz Mixed Berry

A total of 6 milk coolers must be provided

Mail to:
Kathy Cynova
976 Pine Ridge Road
Pottsville AR 27858

Or Fax your bid to: 479-498-0261

Please have your bid sent back by July 21, 2023

Thank you,

Kathy Cynova
Kathy Cynova
Child Nutrition Director



Pottsville School District

87 South "B" Street
Pottsville, AR 72858

Kathy Cynova
Child Nutrition
Director
kathy.cynova@
pottsvilleschools.org

Phone
479-968-8625

Fax
479-498-0261

It is the goal of the Pottsville School District's Child Nutrition Department to provide healthy, nutritious and appealing meals to our students that follow all USDA and Child Nutrition rules and regulations.

Our Child Nutrition Foodservice department takes bids on all products that we use in our kitchens. We purchase whole grain, low sodium and American products if possible (exceptions: pineapples, Mandarin oranges, bananas...). I look at each bid that is presented and go through it line by line to determine the best price for our district. This is an All or Nothing Bottom Line Bid. I take into account the quality of the product along with student preferences to determine which products to buy. Bids will be taken for each new school year in July. Each vendor is encouraged to bid on all products. In the event that our lowest bidder cannot deliver the product that is needed we will go to the next vendor. The Pottsville School District follows all rules pertaining to Debarment and Suspension [Executive Orders 12549 and 12689 (2 CFR Part 200.213 and Appendix II to 2 CFR Part 200 (I)]. The Pottsville School District will use small, minority and women's businesses whenever possible.

All bids and/or usb drive will be turned in to the Child Nutrition Director in a sealed envelope or sent via email. The Child Nutrition Director will go through each bid and determine the best products for the school. The successful offeror will be notified by Notice of Award issued by the SFA.

Any questions or concerns please contact: Kathy Cynova, Child Nutrition Director @ 479-968-8625, kathy.cynova@pottsvilleschools.org or mail to 976 Pine Ridge Road Pottsville AR 72858

Non-Discrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
program.intake@usda.gov

This institution is an equal opportunity provider.

Bidder Assurances and Disclosure - School District Bid

Pottsville School District

Food service SY 2023-2024

Assurances:

I, _____ hereby state:

1. I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and school district officials, as well as facts pertaining to the giving or offering of things of value to school district personnel in return for special consideration in the awarding of any contract pursuant to the bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of the bid.
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. To any collusion with any school district official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of the prospective contract; or
 - c. In any discussions between bidders and any school district official concerning exchange of money or other thing of value for special consideration in the awarding of a contract.
4. I hereby guarantee that the specifications outlined in the bid shall be followed as specified and that deviations from the specifications shall occur only as part of a formal change process approved by the Board of Directors of the school district.

Disclosure:

1. Does any school board member or employee of the school district have a financial interest in your business or hold a position as officer, director, trustee, partner, or other top level management? _____ Yes _____ No

2. Does any school board member or employee of the school district have a family relationship with anyone employed by your business? _____ Yes _____ No

(If the answer is yes to either of the above questions, provide details in a separate attachment to this form.)

3. Did you or your company assist the school district or any agent of the school district with the development of the bid specifications? _____ Yes _____ No

If yes:

a. Were you or your company compensated? _____ Yes _____ No

b. Is your company's name or identity included anywhere within the specifications? _____ Yes _____ No

c. Were you offered any preferential treatment in the bid evaluation process? _____ Yes _____ No

(If the purchase will be from the school district's federal child nutrition food service fund, potential bidders cannot have input into the development of specification. – 7 Code of Federal Regulations 3016.60(b))

Signature

Date

Name

Title

Company

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

Notary Public

Any person determined to have made a false statement on the form or any bidder who acts contrary to the provisions of the form after its agent has executed the form shall be guilty of a Class C misdemeanor.

SUSPENSION AND DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Lower-Tier Transaction

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

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

Organization Name

Proposal Reference/Award Number or Project Name

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

Signatures:

Date:

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower-tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *bid/proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions*, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are

not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

RETURN THIS DOCUMENT IN BID PACKET

Historically Underutilized Business (HUB) Certification

Companies submitting bids that have been certified by the Arkansas Department of Administration as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Request for Bid.

I certify that my company has been certified by the Arkansas Department of Administration as a Historically Underutilized Business (HUB), and I have attached a copy of our HUB Certification to this form. (Required documentation for recognition as a HUB).

- Minority
- Small Business
- Woman Owned

My company has NOT been certified by Arkansas as a Historically Underutilized Business (HUB)

Company Name (Please Print)

Signature of Authorized Representative

Certification Regarding "Buy American" Requirements

Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. There is a two-part test to define the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

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

Two situations may warrant a waiver to permit purchases of foreign food products.

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.

- 2) Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product.

2) Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product. If the supplier offers a Non-American product due to the fact that he/she feels the cost of the domestic product is significantly higher, then the supplier MUST list a price for the domestic product as well as a price for the Non-American product in the table below.

Requested Waiver Items

[illegible]

use additional pages if needed

"We certify that our food products were manufactured in the United States and have at least 51% U.S. contents."

Date _____

Vendor Name _____

Completed By _____

Ethics and Code of Conduct

And Prohibition on Provisions in Solicitation That Unduly Restrict Competition

As required by 2 Code of Federal Regulations parts 2 CFR §200.318 (a) – (c) of General procurement standards.

The SFA follows the Following Ethics and Code of Conduct

As representatives of the school food service department, all employees are expected to conduct themselves in a professional and ethical manner, maintain high standards of integrity, and use good judgment. Employees are expected to be principled in their business interactions and act in good faith with individuals both inside and outside the school food service department.

The following Code of Conduct shall govern the performance, behavior, and actions of the school food service department, including board members, employees, directors, volunteers, or agents who are engaged in any aspect of procurement, including, but not limited to, purchasing goods and services, awarding contracts and grants, or the administration and supervision of contracts.

CODE OF CONDUCT:

- a) No employee, officer, director, volunteer, or agent of the school food service department shall participate in the selection, award, or administration of a contract supported by federal, state, or local funds if a conflict of interest is real or apparent to a reasonable person.
- b) Conflicts of interest may arise when any employee, officer, director, volunteer, or agent of the school food service department has a financial, family, or any other beneficial interest in the vendor firm selected or considered for an award.
- c) No employee, officer, director, volunteer, or agent of the school food service department shall do business with, award contracts to, or show favoritism toward a member of his/her immediate family, spouse's family, or to any company, vendor, or concern who either employs or has any relationship to a family member; or award a contract which violates the spirit or intent of federal, state, and local procurement laws and policies established to maximize free and open competition among qualified vendors.
- d) The school food service department's employees, officers, directors, volunteers, or agents shall neither solicit nor accept gratuities, gifts, consulting fees, trips, favors, or anything having a monetary value from a vendor, potential vendor, or from the family or employees of a vendor, potential vendor, or bidder; or from any party to a sub agreement or ancillary contract.

Disciplinary Action. Will be dependent on each School District Board of Education for their own policies for action. Failure of a Contractor's agent to abide by these rules or facilitate a School District employee with the opportunity to not abide by these rules by actively participating in a breach of one or more of the rules hereby established may result in termination of the contract.

TERMINATION FOR CONVENIENCE:

The School District may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School District. The School District shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

TERMINATION FOR CAUSE:

If the Contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Contractor violates any terms of this contract, the School District shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

- A. The School District will provide notification of termination for cause in writing. This notice will: (1) specify in reasonable detail the nature of the breach; (2) provide the Contractor with an opportunity to cure, which must be requested in writing no less than 10 days from the date of the Termination Notice; and (3) shall specify the effective date of termination in the event the Contractor fails to correct the breach. The Contractor must present the School District with a written request detailing the efforts it will take to resolve the problem and the time period for such resolution. This opportunity to "cure" shall not apply to circumstances in which the Contractor intentionally withholds its services or otherwise refuses to perform. The School District will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of School District operations. In circumstances where an opportunity to cure is not available, termination will be effective immediately.
- B. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the School District for damages sustained by virtue of any breach of this Contract by the Contractor.

BREACH: A party shall be deemed to have breached the contract if any of the following occurs:

- A. Failure to perform in accordance with any term or provision of the contract.

- B. Partial performance of any term or provision of the contract
- C. Any act prohibited or restricted by the contract, or
- D. Violation of any warranty

CONTRACTOR BREACH: The School District shall notify the Contractor in writing of a breach.

- A. In event of a breach by Contractor, the School District shall have available the remedy of actual damages and any other remedy available at law or equity.
- B. In the event of a breach, the School District may assess liquidated damages.

PARTIAL DEFAULT: In the event of a breach, the School District may declare a partial default.

CONTRACT TERMINATION:

In the event of a breach, the School District may terminate the contract immediately or in stages. The Contractor shall be notified of the termination in writing by the School District. Said notice may specify either that the termination is to be effective immediately, on the date certain in the future, or that the contractor shall cease operations under this contract in stages. In the event of a termination, the School District may withhold any amounts which may be due the Contractor without waiver of any other remedy or damages available to the School District at law or equity.

SCHOOL DISTRICT BREACH:

In the event of a breach of contract by the School District, the Contractor shall notify the School District in writing within 30 days of any breach of contract by the School District. Said notice shall contain a description of the breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the School District's breach. In no event shall any breach on the part of the School District excuse the Contractor from full performance under this contract. In the event of breach by the School District, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the School District written notice and opportunity to cure as described herein operates as a waiver of the School District's breach. Failure by the Contractor to file a claim before the appropriate forum in Arkansas with jurisdiction to hear such a claim within one (1) year of the written notice of breach shall operate as a waiver of said claim in its entirety. It is agreeing by the parties that this provision establishes a contractual period of limitations for any claim brought by the Contractor.

INVOICES AND STATEMENTS

All monthly statements are to be issued to include and end with the cut-off date which will be the LAST DAY OF THE MONTH.

Two (2) invoices must be furnished to each school at the time of delivery. Invoices must be signed by the cafeteria manager or designee; show purchase order number, quantity, and price of each item delivered and total amount of the order. Unsigned invoices will not be paid. If an item must be returned or is rejected, the invoice must be signed by the manager and the person delivering.