

Chester County Schools

Lettuce, Shredded - Iceberg type, 1/8" shred, fresh and in sealed bags	4 - 5 lb	5 lb	100
Onions Yellow - Jumbo, mature round to oval. Approx. 2 1/2" in diameter. Mild in flavor, dry, hard and firm with small necks	Varies	per pound	200
Onions, Green - fresh and crisp	Varies	per pound	10
Onions, Red - mature, round to oval, mild in flavor for eating raw or cooking, dry, hard and firm with small necks	Varies	per pound	100
Oranges - Choice or better - firm, no decay, well formed with good color, reasonably smooth skin	138 (AZ & CA) 125 (FL & TX)	38 - 45 lb	200
Oranges - Navel - firm, no decay, well formed with good color, reasonably smooth skin	138 (AZ & CA) 125 (FL & TX)	38 - 45 lb	720
Peaches - Freestone - no bruising or signs of decay.	80-85 count	25 - 38 lb	25
Pears- Any Summer or Winter Variety (no Kelffer), firm, free from decay	100-125 count	46 lb	25
Peppers, Green - Bell minimum 2.5" x 2.5" - medium size, firm with dark green glossy color, relatively heavy weight	Varies	4# bag	132
Peppers, Red - Bell minimum 2.5" x 2.5" - medium size, firm with red-orange glossy color, relatively heavy weight	Varies	4# bag	25
Pineapple - green in color, not overripe, no signs of decay	Individual	each	25
Plums - Red, Purple - no bruising or signs of decay.	count varies	28 lb	25
Potatoes, Sweet - golden orange color inside, firm flesh, free from blemishes	Varies	40 lb	10
Potatoes, White, Baking - Russet, firm flesh, free from decay, 50 # sack or carton	80 count	50 lb	50
Potatoes, White, Baking - Russet, firm flesh, free from decay, 50 # sack or carton	90 count	50 lb	192
Potatoes, White, Baking - Russet, firm flesh, free from decay, 50 # sack or carton	100 count	50 lb	50
Radishes - plump, round, firm and good red color, without tops, medium size (3/4" to 1 1/2") packed in 6 oz bag	6 oz bags	per bag	25
Salad Mix (50% Iceberg 50% romaine, carrots, cabbage) - fresh and in sealed bags	4 - 5 lb bags per case	20 lb	500
Sweet Spring Mix (may contain some or all of the following baby whole leaf varieties: green leaf, mizuna, green romaine, tango, green oak, green chard, baby spinach, arugula, , tatsol, mache, red chard, red leaf, lolla rosa, red romaine, red mustard, red oak, beet tops)	4-5 lb bags per case	5 # bag	120
Spinach (stemmed and washed) - curly leaf, green, crisp, tender leaves free from insects, blemishes, dirt and decay	4/2# bags	2 lb. bags	100
Strawberries - All varieties - no bruising or signs of decay.	pints or quarts	12 lb flat	100
Tangerines - Eastern or Western Pack - firm, no decay, well formed with good color	100 - 120 count	43 lb	25
Tomatoes (5x6, stage 5 ripeness) - rich red color, well shaped, smooth and firm, must be free from blemishes, cracks, green or sunburned areas, not overripe or bruised.	Aprox 2.5 - 2.75" diameter	20 lb	720
Tomatoes, Grape - Rich red color, well shaped, smooth and firm, approx 1" in diameter	12 pints	12 pints per flat	132
Watermelon - All Picnic types	Individual	each	75

Authorized Bidder's Signature

Date

Authorized Bidder's Name

Position

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Chester County Schools

VERIFIABLE MARKET CONDITION - PRODUCE BID					
Bid amount week designation			Company Name		
All Fresh Fruits and Vegetables shall be U.S. Grade A or U.S. Fancy					
All Pre-Cut Fruits and Vegetables shall have a minimum of 14 days shelf life upon delivery to schools					
Note: Estimates provided are not guarantees of the actual volume of produce that will be purchased					
ITEM - SPECIFICATIONS	COUNT	UNIT TO BID	YOUR BID AMOUNT	EST. ANNUAL USAGE	TOTAL COST
Apple - Golden Delicious - firm, crisp, well-colored	125 count	40 lb		200	
Apple - Red Delicious - firm, crisp, well-colored	125 count	40 lb		200	
Bananas - Regular (No U.S. Standard Grade) Mostly yellow with green tips, brightly colored, free from bruises, scars, discoloration uniform length and ripeness	90-110 count	40 lb		400	
Bananas - Regular (No U.S. Standard Grade) Mostly yellow with green tips, brightly colored, free from bruises, scars, discoloration, uniform length and ripeness	45-55 count	20 #		100	
Broccoli Florets - small flower with none opened to show bright yellow flower, should be dark or sage green	Varies	5 #		500	
Cantaloupe - firm, fresh melon, not overripe and free from blemishes or signs of decay	12 count			50	
Carrots - Baby - ready to serve, firm, crisp, good orange color	20/1 # bag	1# bag		15	
Carrots - Tiny cleaned and bagged into individual bag MUST equal 1/2 CUP - without tops, well shaped, smooth, solid, firm, good orange color	200/2 oz.	2 oz. bags		720	
Carrots - Sticks (4- 5 lb bags per case)	Varies 3" length	5 lb		25	
Cauliflower Florets - ready to serve, buds and firm, with a shelf-life, of one week, without showing signs of decay (4/3 # bags)	varies	3#		250	
Celery - Whole, fresh crisp, solid, rigid with glossy surface, stalks should be light to medium green with mostly green leaflets, shelf life of one week without showing signs of decay, stalks approx. 16" long	n/a	stalk		10	
Coleslaw Mix - mixture of diced cabbage with some carrot	n/a	5 #		250	
Cucumbers - (medium, slicing type), firm, good green color, well developed and shaped	Varies 6" long	8# bag		125	
Grapes, Green Seedless - firm, no decay, shelf life of one week without showing signs of decay	n/a	22 lb		25	
Grapes, Red Seedless - firm, no decay, shelf life of one week without showing signs of decay	n/a	18 lb		100	
Honeydew - firm, fresh melon, not overripe and free from blemishes or signs of decay	8 count	each		50	
Kiwi - firm, free from decay, not overripe or bruised	33-36 count	7.5# case		25	
Lettuce (Iceberg), - fresh, firm, round, solid with crisp green outer leaves with lighter green inner leaves	25-30 pounds	24 count		25	
Lettuce, Romaine Blend, mix with carrots and red cabbage, fresh in sealed bags	4 - 5 lb	5 lb		720	

**CHESTER COUNTY BOARD OF EDUCATION
CONTRACT AGREEMENT**

We have carefully examined and fully understand the *GENERAL BID CONDITIONS* in furnishing the Chester County Board of Education bid prices for the items requested.

In compliance with the bid awards, and subject to all terms and conditions listed on the *GENERAL BID CONDITIONS*, the undersigned offers and agrees to sell the Chester County Board of Education all items as quoted. It is understood that all prices quoted include any and all delivery charges and is not subject to finance charges.

COMPANY

REPRESENTATIVE

ADDRESS

CITY, STATE, ZIP CODE

DATE

TELEPHONE

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.

Requested Waiver Items

Product Description	Vendor Item #	Reason for Waiver Request

**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."

Vendor Name _____

Date: _____

Completed By _____

Assurance Statement

The vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

Applying Geographic Preferences in the Procuring of Fresh Produce

The Chester County Board of Education will allow local producers to bid products when they are in season and available. The availability of local agriculture products are encouraged, freshness and transportation costs will be considered. The Chester County Board of Education will allow flexible bidding processes to assist farmers to bid competitively on portions of the bid. The Board of Education requires that all food provided for public school use meet or exceed food safety standards for commercial food operations.

full access to any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

REPORTS

Contractors shall be required to submit product usage reports as requested by the School Nutrition Program Supervisor.

Based on the request from a School Nutrition Program Supervisor, these reports shall be submitted for total quantity delivered either by school site of Chester County Schools .

CODE OF CONDUCT

The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by School Food and Nutrition Program Funds.

- 1) No employee, officer or agent of named School Food Authorities shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.

Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- a. The employee, officer or agent
 - b. Any member of the immediate family
 - c. His or her partner
 - d. An organization which employees or is about to employ one of the above.
- 2) The School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
 - 3) Penalties for violation of the code of conduct of named School Nutrition Program should be:
 - a. Reprimand by Board of Education;
 - b. Dismissal by Board of Education;
 - c. Any legal action necessary.

occur. The Contractor shall be given notice of the intent of the district to conduct an audit with the date scheduled a minimum of two weeks in advance. A list of items and dates of price change shall be given three (3) working days in advance. The buying group reserves the right to audit the initial bid prices if a comparison of all bidders indicates that the prices submitted might be questionable.

BUY AMERICAN REQUIREMENT

The "Buy American Requirement" requires that schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States purchase, to the maximum extent practicable, domestically grown and processed foods. Please note this rule applies to "Private Labels" as well as other labels. The legislation defines "domestic commodity or product" as one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that "substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. This system requests that vendors complete the attached Buy American Form. **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 the price for the domestic product as well as the price for the Non-American product on the Certification Regarding "Buy American" Requirement. It will be up to the School Nutrition Program to decide to purchase the American or Non-American product.**

REGULATION COMPLIANCE

- All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).
- All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.
- Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
A Certificate of Lobbying must be signed for all contracts over \$100,000.
- A Certificate of Debarment/Suspension must be signed for all contracts over \$25,000.
- Bidders must comply with the "Buy American" provision as outlined in Policy Memorandum 210. 21-14.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.

RECORDS

All contractors are required to retain all books, records and other documents relative to this agreement for three (3) years after final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, or Comptroller General may have

System(s) must give notice of termination to the Vendor at least 30 days prior to the effective date of termination. 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.

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.

Three (3) 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 or designee and the person delivering.

At the end of each month, a separate statement showing invoice numbers and dates of delivery for each school may be emailed to Shay Griswell, shay.griswell@chestercountyschools.org, or may be mailed to the following address:

CHESTER COUNTY BOARD OF EDUCATION
SCHOOL NUTRITION
ATTN: SHAY GRISWELL
970 EAST MAIN STREET
HENDERSON, TN. 38340

PAYMENTS

Invoices will be balanced with the statement and processed for payment. Statement must include any credits issued during the month.

All schools serviced under this contract are tax exempt.

AUDIT PROCEDURE

Audits will be made of the Contractor's invoice costs records twice per year (once during the first six months, and the second one during the second six months) or at any time weekly price reviews indicate that a problem might

1. Failure to provide products or services that conform to contract requirements or
2. Failure to maintain/submit any report required hereunder; or
3. Failure to perform in full or in part any of the other conditions of the contract
4. Violation of any warranty

SCHOOL SYSTEM ACTIONS IN EVENT OF A BREACH

Upon the occurrence of any event of breach, the School system may take any one, or more, or all, of the following actions:

1. Give the Vendor a written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another time line is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the Vendor;
2. Give the Vendor a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the School System(s) determines that the Vendor has cured the breach, shall never be paid to the Vendor;
3. Set off against any other obligation the School System(s) may owe to the Vendor any damages the School System(s) suffers by reason of any event of breach;
4. Treat the contact as materially breached and pursue any of its remedies at law or in equity, or both.

CONTRACT 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(s) shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

In the event the contract is terminated for due cause by the System(s), the System(s) shall have the option of awarding the contact to the next lowest bidder or bidding again.

CONTRACT TERMINATION FOR CONVENIENCE

The School District(s) may, by written notice to the Vendor, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School System(s). The School

- Delivery schedules will be altered to meet holiday and inclement weather schedules. Holiday shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the school district and the successful bidder. The calendar for the school year is included in the bid packet.
- Adjustments for inclement weather, national or local emergencies will include each school utilizing any product delivered prior to the school closing. The system will notify the vendor as soon as possible about necessary delivery delays.
- Each School Nutrition Program reserves the right to reject the use of any equipment by a carrier if it is not in a clean, sanitary condition, and suitable for hauling items. Deliveries with the exception of potatoes (which must be covered) melons, tomatoes, onions and cabbage must be delivered in a mechanically refrigerated truck maintaining an appropriate temperature for all items being shipped (33-40^o F).
- NOTE: Chester County Public Schools follows the principals of HACCP (Hazard Analysis Critical Control Point) in accepting all deliveries. Therefore, upon delivery temperatures of products will be taken and recorded and overall product condition will be inspected in accordance with the District Food Safety Plan.

VENDOR PERFORMANCE

If the Vendor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Chester County Public Schools may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Vendors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any Vendor with continued poor performance will be removed from the potential vendor list for one year.

Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market so as to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse schools for excess costs incurred by such a purchase.

Reasons for product rejection may be any one of the following:

- Quality
- Price
- Serviceability of item (damage)
- Product does not meet bid specifications

BREACH

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

Mark Bid:

Chester County Schools

ATTENTION: School Nutrition Program

The bid must then be mailed or delivered to the following address:

Stephanie Lollar, School Nutrition Supervisor
742 EAST MAIN STREET
HENDERSON, TN 38340

ORDERS

Orders will be placed on a weekly basis by Stephanie Lollar with a company representative. A time will be established when it is mutually agreeable and convenient for all parties involved. Chester County Public Schools utilizes a centralized system of purchasing where the orders are placed for each school by the Central Office with a Purchase Order.

PRICE ADJUSTMENTS

The bid prices contained in your initial bid submission are considered "firm" for one (1) week. And those prices may be adjusted weekly to accurately reflect the changes in the Vendor invoice costs. Every ***Wednesday*** before 11:00 am, the Contractor shall fax or email the district's central office a copy of the price list that will be in effect for the following week. The successful Contractor will be able to adjust prices upward or downward to reflect their invoice costs on a weekly basis. Chester County Schools requires appropriate documentation to support the price adjustment be available for audit by school system officials or their designee. At no time shall the requested price adjustment reflect an increase in the fixed fee. All revised prices must be held firm for one week.

DELIVERY

- A delivery schedule is attached. Any changes to the delivery schedule must receive prior approval from the School Nutrition Supervisor.
- Deliveries shall be made to the school on Tuesday 6:30 a.m. and 2:00 p.m. Exceptions to this time frame must be approved on a case by case basis by Cafeteria Manager. Deliveries shall **NOT** be made after 2:00 p.m. ***Managers will not be expected to extend working hours to receive late deliveries!***
- All produce must be delivered inside the cafeteria/food preparation area. The manager or designee will check the items delivered against the requisition/purchase order and invoice at the time of delivery with both the manager or designee and the driver signing the appropriate forms for shortages and errors, and/or obviously damaged goods.
- All foods are to be delivered with no evidence of damage. The successful bidder agrees to be responsible for damaged packaging and to pick up and replace any products that are damaged at no charge.
- Each School Nutrition Program shall retain the right to reject any or all of a delivery that does not meet product specifications. Rejected items are to be picked up at the supplier's expense and credit memo issued.

BID PREPARATION

Each supplier should bid on all items on the bid document. This is a **cost plus fixed fee BID**. Your bid should reflect the price for fresh and pre-cut produce that you would be selling to Chester County Public Schools for the week of May 31, 2024. The bid prices contained in your initial bid submission are considered "firm" for one (1) week. The selling prices quoted should be bottom line vendor cost plus fixed fee. **The fixed fee shall remain the same throughout the bid period.**

Total bottom line cost will be determined by multiplying each total unit cost (total vendor cost plus fixed fee) times the estimated usage figure and adding the extended dollar figures. In the event a vendor fails to quote a price on an item, the highest price for that item from all bids received will be inserted to calculate the bottom line price. Chester County Schools will recalculate usage and line extensions to make necessary conversions for differences in pack size. The bottom line total will be adjusted if mathematical conversions and extensions indicate the need for correction.

Estimated usages are given for each item. The estimated usages do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Estimated usages are based on last year's purchases and are estimated for the bid period. For new/never used item's estimated usage, the amount is a projected amount based on anticipated acceptance by students. Inclusion of items on bid does not guarantee purchase.

All columns of the bid document must be completed in ink or typewritten. The bottom line total (sum of extended prices) must also be printed in ink or typewritten on the proposal form. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid.

Mathematical calculations involving decimals must be carried to two (2) places.

Should a bidder find discrepancies or omissions from the bidding document or be in doubt as to their meaning, they shall at once request clarification from Stephanie Lollar, School Nutrition Supervisor @ 731-989-8140.

It shall be the sole responsibility of the bidder to make certain that all bids in proper form are **submitted by 2:00 pm September 05, 2024**, to Chester County Public Schools Food Service Office, 742 East Main Street Henderson, Tn 38340. Item cost must include delivery to schools. **Bids will be opened at 10:00 AM on Friday, September 06, 2024.**

The bid document, contract agreement, debarment/suspension certification statement, certificate of lobbying, and Buy American waiver form must be filled out and signed. All original forms must be signed by a person with authority to bind the bid. The Bid must be sealed in an envelope that is labeled according to the directions stated below.

All bids shall be in accordance with the instructions to bidders and specification as attached. Specifications are intended to be open and non-restrictive.

BID AWARD

Bids are to be opened at Chester County Nutrition Office. Only the bottom line total figure will be read at the bid opening. Bids will also be examined for compliance with specifications and conditions outlined in the Bid document.

Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the bidder will be bound to honor bid as submitted.

The contract will be awarded in writing to the responsive and responsible bidder whose bid is the lowest bottom line cost. It is the intent of the Chester County Public Schools to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the School Nutrition Program. Regardless of the procurement method used, price is the final determining factor for awarding the contract.

Chester County Public Schools reserves the right to accept or reject any or all bids. The Chester County Public Schools will be responsible for the award of the bid. All bidders will be notified in writing of the bid award within five (5) days of bid opening.

If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to Director of Schools no later than 1 week (7 days) after the published award. The hearing official will disclose the dispute to the Tennessee State Department of Education, School Nutrition office. The steps for dispute resolution are as follows:

1. A meeting with the School Nutrition Directors participating in the bid, the hearing official and representatives from the disputing party to discuss and resolve the complaint.
2. A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted in writing to the protestor and all parties involved. This decision letter will be mailed to the protestor and will advise the protestor that he has a right to an additional review.
3. All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.
4. In the event that purchases must be made for school meals before a final decision is rendered, the emergency purchase procedures established by the school system will be used.

BID RENEWAL

Chester County Public Schools reserves the right to renew all aspects of the bid one year at a time for an additional two (2) years based on cost plus a firm fixed fee with contract not to exceed a total of 36 months. The fixed fee shall remain the same for each renewal. Chester County Public Schools reserves the right to add/or delete products during the contract period. Pricing for added products will be based on a comparison of pricing offered by the vendor to the pricing of the same item offered on the open market prior to adding an item to the contract listing. Chester County Public Schools will notify the contractor of their intention to renew this contract no later than May 15th. A written response will be due from the contractor no later than June 1st.

Flexible Language for Procurement Documents 2024

IF a BIDDER fails to provide required information with the bid submission or the information is inadequate, the bid will be deemed non-responsive and will not be evaluated for award.

All nutrition standards regulations and policy memos that guide our implementation of the Healthy, Hunger –Free Kids Act are located at the following link:

<http://www.fns.usda.gov/cnd/Goverance/Legislation/nutritionstandards.htm>

As regulations change, additional information will be posted there. All SNP operators are required to follow regulations in place at the time of purchase. As those regulations change, there may be a need to revise product requirements. This SFA reserves the right to delete or add products to comply with meal pattern regulations. Any items added must be priced according to the pricing structure specified in the bid conditions.

VENDOR QUALIFICATION

Potential bidders must meet the following criteria.

- Be able to provide a quality product as specified
- Offer reasonable pricing
- Provide dependable delivery of items ordered
- Meet specifications and bid conditions
- Demonstrate successful past performance

A potential bidder may be rejected for one or more of the following reasons:

- Inadequate or unacceptable product
- Inadequate facilities with respect to excess capacities, capable of accommodating surges in volume
- Inadequate truck fleets to handle predicted volume of goods
- Inadequate sanitation
- Documented unacceptable product

**CHESTER COUNTY PUBLIC SCHOOLS
SCHOOL NUTRITION PROGRAM
FRESH PRODUCE BID
COST PLUS FIXED FEE**

GENERAL

The **Chester County Public School** District requests price quotes to be submitted on individual items specified on the attached sheets. All items should be priced according to the pricing structure contained in this document. All of the items are to be purchased by and used in the School Nutrition Program.

The objective of this invitation to bid is to select one primary produce supplier for all fresh and pre-cut fruits and vegetables as requested in this cost plus fixed-fee bid. This bid is being requested to select the supplier in such a manner as to provide for open and free competition and comparability.

Chester County Public Schools agrees to use the designated contract distributor as the primary source for fresh produce items and services as listed herein as well as for comparable substitutes. The district may have the opportunity to take advantage of special purchases/deliveries from other sources such as the Department of Defense (DOD) produce program or locally grown produce. Section 9 (j) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1758(j)) is amended to encourage schools to purchase locally produced foods, to the maximum extent practicable and appropriate. The law allows schools to use geographical preference for the procurement of locally produced foods. This agreement does not prohibit the district from making such purchases. These purchases may be made by school or district wide. Bidders are **STRONGLY** encouraged to enter into purchase agreements with local producers and supply those local products on the school nutrition bid.

All food must be processed and packaged under the best possible sanitary conditions in accordance with local and State of Tennessee laws and Health regulations, and following the federal regulations in the Sanitary Food Transportation Act of 1990.

BID PERIOD

The bid period begins July 1, 2024 and ends June 30, 2025.

Sealed written bids will be received at the time and place specified on the Invitation to Bid. Postmark on the Bid by this date will not suffice. Bid must be received on/or before the date and time stated. **Faxed bid documents will not be accepted.**