

**INVITATION FOR BID (IFB)  
FOR MILK BIDS FROM DISTRIBUTORS**  
The estimated value of the awarded contract is \$170,000  
**IFB Reference Number: 2018-2019**  
**Date of request: June 8, 2018**

**Completed sealed bids must be submitted no later than Friday, July 6, 2018 by 2:00 PM**

**IFB issued by:**

**Uniontown Area School District  
205 Wilson Avenue  
Uniontown, PA 15401**

**Chuck Brown, Food Service Manager  
724-610-7861  
Chuck.brown@uasdraiders.org**

**PLEASE READ SOLICITATION CAREFULLY!**

**DISTRIBUTOR'S STATEMENT OF NO BID**

Due to the limited number of distributors for milk in our area, we are encouraged to seek out and request a STATEMENT OF NO BID in order to maintain compliance with federal and state procurement requirements whenever there is limited or no competitive bidding. If your company does not intend to submit a bid, your submission of the STATEMENT OF NO BID will help us meet the justification requirements for a sole source contract award. All distributors are highly encouraged to submit bids whenever possible.

If returning a STATEMENT OF NO BID please mail it to the following address:

**Uniontown Area School District Food Service**  
Chuck Brown  
205 Wilson Avenue  
Uniontown, PA 15401

June 8, 2018

We, the undersigned, have declined to participate in **Uniontown Area School District's** invitation for distributors to submit bids in response to this solicitation for milk pricings for the following reasons:

- We do not offer this product
- Unable to meet specifications; please specify: \_\_\_\_\_
- Unable to meet procurement requirement; please specify: \_\_\_\_\_
- Unable to deliver to your location (area): \_\_\_\_\_
- Other: \_\_\_\_\_
- Solicitation was too restrictive; please explain: \_\_\_\_\_

If possible, how could our SFA improve its procurement process to encourage more distributors, similar to your company, to respond to solicitations like this one?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE MARK "STATEMENT OF NO BID FROM MILK DISTRIBUTORS" ON THE OUTSIDE OF THE ENVELOPE.**

COMPANY NAME: \_\_\_\_\_

PREPARED BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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## **Invitation for Bid (IFB) for milk bids from milk distributors**

**IFB Introduction:** This solicitation is requesting sealed milk bids from qualified milk distributors in accordance with applicable state and federal laws governing federally funded child nutrition programs. It is the intent of Uniontown Area School District, herein after referred to as the School Food Authority (SFA) to award a contract to procure milk from qualified milk distributors. Milk distributors are invited to submit sealed bids to provide milk to SFA. A milk distributor who submits a bid in response to this solicitation will be herein after referred to as "Distributor" or "Bidder".

**Administration of the School Meal Programs:** The school meals programs are administered at the federal level by the Food and Nutrition Service (FNS) of the U.S. Department of Agriculture (USDA). At the state level, the programs are administered by the Pennsylvania Department of Public Instruction (DPI).

**Statutory and Regulatory Authority:** Statutory authority for the Child Nutrition Programs (CNP) includes the Richard B. Russell National School Lunch Act (NSLA) and the Child Nutrition Act (CNA) of 1966. The statutory citations are, respectively, 42 United States Code 1751 et seq. and 42 United States Code 1771 et seq.

The SFA must comply with the requirements "passed down" to it from Congress, Office of Management and Budget (OMB), USDA, and the DPI, regulatory authority found, including but not limited to the following, Code of Federal Regulations (CFR):

- 7 CFR Part 210 National School Lunch Program (NSLP)
- 7 CFR Part 215 Special Milk Program for Children (SMP)
- 7 CFR Part 220 School Breakfast Program (SBP); when applicable
- 7 CFR Part 225 Summer Food Service Program (SESP); when applicable
- 7 CFR Part 226 Child and Adult Care Food Program (CACFP); when applicable
- 7 CFR Part 245 Determining eligibility for free and reduced price meals and free milk in schools
- 7 CFR Part 250 Food Distribution Program
- 7 CFR Part 3016 and/or Part 3019; when applicable
- 7 CFR Part 3052 Audit Requirements
- USDA and DPI program regulations guidance and instructions
- State law, regulations, and policies that are not in conflict with federal requirements
- Local law, regulations, and policies that are not in conflict with federal requirements

The SFA as a local agency administering the school meal programs has the legal authority to operate the school meals programs in one or more schools within its district.

In addition to the above federal programs; the SFA also participates in the Wisconsin School Day Milk Program (s. 115.343, Wis. Stats.). Any school participating in this program is encouraged to consider bids from local milk suppliers to purchase Wisconsin-produced milk. "Wisconsin-produced" means that all or part of the raw milk used by the milk processor was produced in Wisconsin. Any Distributor able to supply SFA with Wisconsin-produced milk is highly encouraged to submit a bid in response to this solicitation.

**Bid Submission Deadline: July 6, 2018 by 2:00 PM**

**Public Opening of Bids: July 9, 2018 by 10:00 AM**

**Public opening will take place at:** Uniontown Senior High School 205 Wilson Avenue Street Uniontown, PA 15401

Bids will be accepted up to, and no bid will be accepted after, the bid submission deadline. Bids that arrive after the bid submission deadline will not be considered. It is the responsibility of the Bidder to ensure that the bid arrives at the required location by the bid submission deadline. Submitted bid shall remain valid for thirty (30) days from the bid submission deadline.

If SFA determines there is a discrepancy in or omission from this solicitation prior to the bid submission deadline, an addendum will be issued to all Bidders that have submitted bids or Bidders that have requested a copy of the solicitation.

**Hand Deliver bids or Mail to the following location:**

School Name: Uniontown Senior High School  
205 Wilson Avenue  
Uniontown, PA 15401

Contact Person: Chuck Brown  
Contact Person Title: Food Service Manager  
Contact Person Phone Number: 724-610-7861  
Contact Person Email: chuck.brown@uasdraiders.org

**Hand carried and express mail bids may be delivered to the above address ONLY between the hours of 7:00 a.m. and 2:00 p.m. local time, Monday through Friday, excluding holidays observed by the SFA.**

**Submission of Bids:** Bidders may mail sealed bids to the address above "Deliver bids to..." by the bid submission deadline. It is the Bidder's responsibility to assure that its bid is received by this deadline, no exceptions. Bidders may also request a confirmation receipt. Regardless of submission method, it is the responsibility of the Bidder to confirm and ensure that sealed bid was received by submission deadline.

**The SFA will not be responsible for the opening of, post-opening of, or failure to open a bid not properly addressed or identified.**

**The SFA will not assume the responsibility for any delay as a result of failure of the mail to deliver bids on time.**

**Bidding Documents:** The SFA assumes no responsibility for errors or misinterpretations resulting from the use of a complete or incomplete solicitation documents. It is the Bidder responsibility to use a complete set of bid documents in the preparation and submission of its bid. The forms furnished as part of this solicitation **MUST** be used for bid and must be signed by the Bidder. No bids will be considered unless made on the forms provided and must not be detached from the solicitation document of which it forms a part. Failure to follow these instructions may result in your bid being disqualified.

**Bid Requirements:** Bidder will need to complete, sign, and return all attachments:

- ATTACHMENT A: DISTRIBUTOR MILK BID FORM
- ATTACHMENT B: BIDDER CONTACT INFORMATION
- ATTACHMENT C: INDEPENDENT PRICE DETERMINATION CERTIFICATE
- ATTACHMENT D: SUSPENSION AND DEBARMENT CERTIFICATION
- ATTACHMENT E: LOBBYING CERTIFICATION
- ATTACHMENT F: DISCLOSURE OF LOBBYING ACTIVITIES

In addition to the attachments, Bidders will need to provide the following information described in *Additional Procurement and Contract Terms* section of this IFB:

- Section: *Additional Procurement and Contract Terms* subsection 1.7 *Food Recall*: Distributor will define their policy and procedures for handling food recalls on a separate document to be submitted along with bid.
- Section: *Additional Procurement and Contract Terms* subsection 1.8 *Biosecurity*: Distributor will define their biosecurity policy and procedures on a separate document to be submitted along with bid.

**Cost of Preparing Bid:** Distributors are responsible for the costs of preparing and submitting the bid and possible presentations. Materials submitted as part of the Distributor bid will become the property of the SFA unless otherwise noted.

**Correction of Mistakes:** Do not erase, correct, or write over any prices or figures necessary for the completion of the bid. Corrections should be made by drawing a line through the unwanted text(s) or number(s) and rewriting the correct text(s) or number(s). If a correction is necessary, the Bidder shall initial each correction. Failure to comply with the requirements may cause your bid to be disqualified. No bids shall be altered or amended after the specified time for opening.

**Errors/Omissions/Withdrawal of Bid:** Bidders must check price quotations for mathematical and typographical errors before submittal. All corrections must be initialed. Failure to comply may result in disqualification of bid. A bid may be withdrawn after the time and date designated for receiving bids if clear and convincing sworn, written evidence of obvious mechanical, clerical, or mathematical error is furnished by the Bidder within 48 hours of bid opening.

Negligence on the part of the Bidder in preparing bid confers no right of withdrawal or modification of bid after bids have been opened.

**Selected Distributor Compliance:** If selected, the Bidder will need to comply with applicable requirements set forth in state and federal regulations including policy and instructions issued by the USDA. The applicable regulations are described in "Statutory and Regulatory Authority" section of this solicitation document.

**Gratuities:** Bidders are expressly advised that gratuities are not allowed. SFA 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 SFA will investigate reported violations. Bidders, whom the SFA finds to have violated these provisions, may be barred from doing business with the SFA; employees may be disciplined according to SFA policy.

**Non-Collusion:** By submission of the bid, the Bidder certifies that the bid has been arrived at independently and submitted without collusion with any other Bidder and that the contents of the bid have not been communicated, nor to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the Bidder and will not be communicated to any person prior to the official opening of the bid.

**Method of Award:** Bids that are submitted timely and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. In addition, the SFA may conduct a pre-award audit. A contract will be awarded to the most responsive and responsible Bidder with the lowest total extended costs. Winning Bidder will be herein referred as the "*Selected Distributor*."

- A "*responsive Bidder*" will be able to meet the requirements described in this solicitation.
- A "*responsible Bidder*" is willing and capable of furnishing the goods or services described in this solicitation.

**Bid protest procedures:** 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, to the SFA within two (2) business days of the date of the Distributor notification of the awarded contract. 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 SFA will review the basis for the protest and relevant facts under such terms and conditions as the SFA considers proper. Upon completion of the review, the SFA 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 SFA will notify those Bidders involved of its decision. The decision shall be final and binding on the objecting Distributor.

**Non-discrimination Statement:** This explains what to do if you believe you have been treated unfairly in accordance with federal law and USDA policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write to *USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington DC 20250-9410* or call 202-720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

The USDA prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

For any other information dealing with Supplemental Nutrition Assistance Program (SNAP) issues, persons should either contact the USDA SNAP Hotline Number at (800) 221-5689, which is also in Spanish or call the State Information/Hotline Numbers (click the link for a listing of hotline numbers by state); found online at [http://www.fns.usda.gov/snap/contact\\_info/hotlines.htm](http://www.fns.usda.gov/snap/contact_info/hotlines.htm).

USDA is an equal opportunity provider and employer.

**Contract Maintenance:** The SFA will communicate with Selected Distributor if necessary to discuss product shortages, delivery times, product quality including other options, billing issues, special orders, and other selected Distributor issues.

**Contract Modification:** The SFA reserves the right to modify the awarded contract by mutual agreement between the SFA and Selected Distributor, so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by issuance of a written authorized amendment by the SFA.

**Type of Contract:** SFA will award a firm fixed price contract. Bidders must submit this type of pricing to be considered responsive and eligible to be awarded a contract.

**Distributor Agreement:** Selected Distributor will need to sign a contract upon notification by SFA. This contract (awarded contract) will include terms and conditions as described in this IFB, submission responses from the bid of the Selected Distributor and any other negotiated terms and conditions agreed to by both parties and will represent the complete contractual requirements for both the SFA and Selected Distributor.

**Contract Term:** The initial awarded contract period shall be July 1, 2018 to June 30, 2019. This awarded contract may be renewed for up to two (2) additional one-year terms by mutual agreement of the SFA and Selected Distributor.



**Period of Performance:**

Initial Year: July 1, 2018 to June 30, 2019  
Option Year 1: July 1, 2019 to June 30, 2020  
Option Year 2: July 1, 2020 to June 30, 2021

**Distributor Performance and Evaluation:** The Selected Distributor performance process will involve evaluating the Selected Distributor's overall quality status, as well as evaluating the quality of each material or service the SFA awards as a result of this IFB to purchase from the said Selected Distributor. Prior to the invoice submission, the Selected Distributor shall meet with a SFA representative to discuss and review deliverables and timeline events for said services and products. The awarded contract will not automatically renew but will be based upon the SFA evaluating and analyzing Selected Distributor performance.

**Delivery:** Milk will be delivered to SFA at the following addresses at or before scheduled time listed below.

AJ McMullen 4773 National Pike Markleysburg, PA 15459  
Lead Worker Crystal Nutter: 724-329-8811  
Delivery Days: Mon & Wed

Wharton Elementary 136 Elliottsville Road Farmington, PA 15437  
Lead Worker Brenda King: 724-329-5510  
Delivery Days: Mon & Wed

Marclay Elementary 111 Bruceton Road Markleysburg, PA 15459  
Lead Worker Linda King: 724-329-4248  
Delivery Days: Mon & Wed

Franklin Elementary 242 Buena Vista Road Vanderbilt, PA 15486  
Lead Worker Stephanie Springer: 724-628-6030  
Delivery Days: Mon & Wed

Menallen Elementary 7527 National Pike Uniontown, PA 15401  
Lead Worker Jacqie Manches: 724-438-4160  
Delivery Days: Mon-Wed Fri

Lafayette Elementary/Middle 303 Connellsville St. Uniontown, PA 15401  
Lead Worker Debbie Martin: 724-438-3581  
Delivery Days: Every Day

Benjamin Franklin 351 Morgantown Street Uniontown, PA 15401  
Lead Worker Patty Jones: 724-439-5020  
Delivery Days: Every Day

Uniontown Senior High 146 East Fayette Street Uniontown, PA 15401  
Lead Worker Peggy Martin: 724-438-4501 ext.1532  
Delivery Days: Every Day

All deliveries must be delivered at or before 11:00 A.M. unless other arrangements are agreed to by the SFA.

Each delivery shall accompany a duplicate delivery ticket, dated and showing quantity of milk delivered.

Unless an order specifies a different delivery point, all deliveries under the awarded contract shall be free on board (FOB) destination. Title and risk of loss of all goods shall pass to the SFA upon final acceptance.

Delivery dates may be specified in this solicitation. Time is of the essence. Delivery is part of the consideration and the advised delivery date given in this solicitation must be complied with unless otherwise instructed by the SFA. The SFA will not be responsible for any goods delivered or services performed without a purchase order signed by an authorized representative of the SFA.

**Estimations:** The total estimates listed in "Attachment A: DISTRIBUTOR DAIRY BID FORM" of this solicitation, are within approximately 10 percent to 20 percent of actual usage in the previous school year with the exception of counts that may have been projected higher or lower due to concern about participation by students. The SFA will not guarantee minimum compensation to be paid to Selected Distributor.

**Quality:** All goods furnished must strictly conform to the bid and must be of the quality specified. No deviation or substitution is permitted without the prior written consent of the SFA. In the event no quality is specified, the goods must be at least equal to the standards of the industry. The SFA shall have the right at all times during the performance of the awarded contract to conduct such tests and inspections as is deemed necessary to assure Selected Distributor's compliance with the awarded contract. The SFA will be supplied, as needed, data, drawings, specifications, test results, quality documentation, schedules, and other documents and information.

**Competitive Pricing:** Bidders will need to complete "Attachment A: DISTRIBUTOR DAIRY BID FORM". Bidders are encouraged to submit the most competitive pricing possible because SFA will be soliciting multiple bids from Bidders to achieve the lowest possible price for the specifications and requirements outlined in this solicitation. If, for any reason, this solicitation has limited a Bidder's ability to provide a competitive bid, contact SFA as directed in the cover letter to let us know how SFA could increase competition.

**Rounding of Price(s):** Any price which goes beyond the fourth place after the decimal point (e.g., beyond the ten thousands place) shall be rounded downward (i.e., a price of \$3.64528 shall be computed and considered \$3.6452).

**Submission of Bid Pricing:** Bidders must bid firm fixed price contract on fluid milk products. Bid pricing will apply to all sites regardless of delivery frequency. Products other than fluid milk products' price are to remain firm for the entire term of the awarded contract. Unit prices must be given for each item.

**Fixed Pricing:** Fixed pricing shall remain firm for the term of the awarded contract. All fixed prices bid for all products will be net, FOB. The prices will be per unit specified and reflect the content of the product (e.g, whole milk, 2 percent milk, 1 percent milk, skim milk).

**Evaluation:** Pricing will be evaluated based on lowest Total Extended Cost.

**Reservation of Rights:** The SFA expressly reserves the following rights:

1. To reject all bids;
2. To reject any part of the bid not meeting the specifications set forth herein;
3. To waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all bids;
4. To re-award the solicitation to another Bidder in the event the Bidder to whom a bid is awarded defaults in executing the formal agreement; and
5. In the best interests of the SFA, accept or reject any and all portions thereof, select the next most responsive bid, or if necessary, issue a new solicitation or take other action as the SFA deems appropriate.

Bidder has the right to withdraw its bid if SFA changes the type of award as described herein.

**Payment Method:** Payment will be made directly to Selected Distributor within 30 days of statement.

**Discount for Prompt Payment:** Discounts/terms for prompt payment will not be considered in the evaluation of bids. However, any offered discount will form a part of the awarded contract and will be taken if payment is made within the discount period indicated in the bid by the Bidder. As an alternative to offering a prompt payment discount in conjunction with the bid, Bidder may include prompt payment discounts on individual invoices, if awarded the contract.

**Calendar of Events:** The required dates and times by which actions must be completed and, where applicable, locations are listed in the calendar of events. If the SFA determines that it is necessary to change a date, time, or location, it will issue an addendum to this solicitation. Times are local time at the designated location.

Calendar of Events	
Action	Date/Time and Location if applicable
Release of solicitation	June 8, 2018
Last date to submit written questions	July 5, 2018
Release of responses to written questions in the form of an addendum. Addendum will be sent to those bidders that requested a copy of the solicitation.	As needed
Due date for bids and delivery location	July 6, 2018 by 2:00 p.m. EST School Name: Uniontown Area School District School Address: Street: 205 Wilson Avenue City/State/Zip Code: Uniontown, PA 15401 Contact Person: Chuck Brown Contact Person Title: Food Service Manager Contact Person Phone Number: 724-610-7861 Contact Person Email: chuck.brown@uasdraiders.org
Review for conformance of mandatory requirements	As received
Bid evaluation period	1 week
Notice of Intent to Award	Pending Board approval July 31, 2018
Awarded Contract approval	Board meeting following the Notice of Intent to Award
Award of Distributor Agreement	First business day after Board Approval
Selected Distributor start date	TBA

**Risk of Loss:** The Selected Distributor assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials, and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Selected Distributor or held by the Selected Distributor or its suppliers for the account of the SFA, until such property has been delivered to the SFA; (4) all risks of loss or damage to any of the goods or part thereof rejected by the SFA, from the time of shipment thereof to Selected Distributor until redelivery thereof to the SFA.

**Taxes:** Price quoted shall not include state and federal taxes from which the SFA is exempt. The necessary exemption certificate will be furnished upon request by the Distributor.

**Dairy Specifications:** Manufacturer/brand name and numbers that reflect the level of quality expected may be given in lieu of specifications. In the event the SFA includes manufacturer/brand name and numbers as a part of the description of any item, the Bidder may submit quotations on that or a proposed equal product provided they are equivalent and substantiated to be so by submitted specifications and/or samples. When the description includes the wording "no substitute" in addition to the manufacturer/brand name and number, quotations will be accepted only on the item specified. The SFA reserves the right to make sole judgment as to acceptability of proposed equal products without qualification or explanation.

**Relevant Characteristics:** Relevant characteristics means those particular characteristics that specifically describe the essential physical and functional features of the material or service required. They are features that are identified in the specifications as a mandatory requirement that a proposed "equal" product or material must possess for the bid to be considered responsive. The relevant characteristics include the following:

- a. All dairy products delivered shall have been processed and packed in accordance with good commercial practice.
- b. All dairy products shall conform in every respect to the provisions of the Federal Food, Drug and Cosmetic Act and regulations promulgated hereunder. Failure to do so will result in removal from future bid consideration.
- c. All dairy products must be produced and sold in compliance with all federal and state health laws and regulations.
- d. 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.
- e. Milk shall be homogenized, pasteurized, and enriched with vitamins A and D.
- f. All milk shall be fresh, Grade A, pasteurized, and homogenized.
- g. All flavored milks shall contain no more than twenty-five (25) grams of total sugar with no high fructose corn syrup added and no more than 150 calories.
- h. No water, preservatives or other foreign substances shall be added except vitamins A and D at levels specified by U.S. Food and Drug Administration (FDA) and consistent with state and local standards.
- i. All milk shall not be treated with artificial bovine growth hormones or rBST.
- j. Any dairy products unsatisfactory in the judgment of the SFA will be returned and must be replaced immediately by the Select Distributor.
- k. The Select Distributor must be able to supply the schools with **all types of dairy products at all times**.
- l. Select Distributor will be required to pick up empty crates upon delivery at each school site.
- m. *Finished product:* Fluid milk and milk products shall be formulated and packaged in accordance with current good manufacturing practices.
- n. *Pasteurization/Homogenization:* Pasteurization shall be in accordance with state and federal requirements. The fluid milk and milk products shall be homogenized.
- o. *Foreign material:* Fluid milk and milk products 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.
- p. *Flavors:* All types of fluid milk and milk products shall be free from all undesirable and objectionable flavors, have a pleasingly sweet distinctive individual characteristic flavor and shall possess a pleasing and desirable characteristic aroma, and shall be free from undesirable flavors; such as, putrid, bitter, metallic, and excessive acid.
- q. *Chocolate flavoring:* The chocolate flavoring shall be derived from cacao products. The flavoring products shall have a pleasingly sweet distinctive chocolate flavor free from objectionable flavors.
- r. *Color:* All types of fluid milk and milk products shall be uniformly colored throughout and characterize the type and/or flavor it represents.
- s. *Body:* The body of fluid milk and milk product types shall be smooth with an acceptable mouth feel. They shall not be slimy, ropy, or show evidence of wheying-off or floating fat particles. The body shall be smooth, uniform, and of medium consistency. They shall be free from undesirable gas formation, wheying-off, and practically free from entrapped air.
- t. *Shelf life and age requirement:* All fluid milk and milk products shall comply with state, federal, and local laws, regulations, or requirements.

**Packaging:** Preservation, packaging, packing, labeling, and case marking shall be commercial unless otherwise specified in the solicitation, contract, or purchase order. Milk cartons shall be coded with expiration date in accordance with current dairy practices and/or requirements. Each carton shall contain proper nutrition and caloric information pertaining to its contents and weight according to federal and state regulations.

All milk shall be delivered and packaged in clean cartons and stored in clean crates free of debris at time of delivery, stored in clean mechanically refrigerated trucks or coolers and kept at a temperature of 35 to 40 degrees Fahrenheit (not iced).

*Type of milk containers*

- a. Milk cartons shall be gable top, one-half pint, cardboard cartons, leak proof, and disposable.

**Additional Procurement and Contract Terms**

**1.1 Free and Open Competition:** This solicitation is intended to promote free and open competition. If the language, specifications, terms, and conditions, or any combination thereof, restricts or limits the requirements in this solicitation to a single source, it must be the responsibility of the interested Distributor to notify Chuck Brown, in writing, at [chuck.brown@uasdraiders.org](mailto:chuck.brown@uasdraiders.org), so as to be received within five (5) business days after the date the solicitation is issued by the SFA. The solicitation may or may not be changed but a review of such notification will be made prior to the award of contract.

**1.2 Recordkeeping:** Any and all documents, books, records, invoices, and/or quotations of SFAs' purchases shall be made available, upon demand, in an easily accessible manner for a period of at least five (5) years from the end of the contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by the SFA, state, and federal representatives and auditors in accordance with federal regulations. Selected Distributor must ensure that any such records held by a subcontractor are likewise subject to these provisions.

**1.3 Access to Records:** Access shall be granted by Selected Distributor to the SFA, state agency, USDA, Inspector General of the United States, or any other duly authorized entity or any of their duly authorized representatives to any books, documents, papers, and records of Selected Distributor, which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions. The SFA may conduct audits to validate costs and compliance with agreement terms and conditions.

**1.4 Inspection of Public Records:** All information received from Select Distributor shall be subject to inspection once the contract is awarded under Pennsylvania Public Records Law.

**1.5 Buy American:** SFA by participating in the federal school meal programs is required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the U.S. (7CFR210.21, 220.16). Selected Distributor must be able to comply with this requirement.

**1.6 Governing Law:** Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the state of Pennsylvania. The transaction shall be governed by the laws of the State of Pennsylvania.

**1.7 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 Hazard Analysis, and Critical Control Point (HACCP) plan. SFA 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.

**1.8 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 SFA and assurance that unsafe products are identified and removed from SFA 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.

**1.9 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 on a separate document to be submitted along with bid.

**1.10 Mutual Agreement Termination:** With mutual agreement of both parties to a contract, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed upon date before the end of the contract period without penalty to either party.

**1.11 Non-Performance of Contract and Termination:** Except as may be otherwise provided by this document, the awarded contract may be terminated in whole or in part by either party to the awarded contract in the event of failure by the other party to fulfill its obligations under the awarded contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:

- a. at least thirty (30) days written notice (delivered by certified mail, return receipt requested ) of intent to terminate, and
- b. an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

**1.12 Termination for Convenience:** The SFA 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 Selected Distributor.

**1.13 Final Payments:** Upon any termination of the awarded contract, the SFA will pay for all earned amounts to include a prorated portion of monthly amounts for products or services completed up to the effective date of termination. The Selected Distributor shall submit all required reports and other information.

**1.14 Awarded Contracts over \$150,000:** The Selected Distributor must comply with the applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [(42 USC 1837 (h))], Section 508 of the Clean Water Act (32 USC 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15), which prohibit the use under nonexempt federal contracts, grants, or loans of facilities included in the EPA list of violating facilities. Selected Distributor shall report any violations to the SFA, the USDA and to the EPA assistant administrator for enforcement.

**1.15 Debarment and Suspension:** To ensure that the SFA does not enter into a contract with a debarred or suspended company or individual, each Distributor must include a certification statement with each bid on each contract. By signing the certification statement, the Distributor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by a Federal Agency. It is the responsibility of each Distributor to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified, declared non responsive.

#### **1.16 Indemnity and Insurance**

- a. The Selected Distributor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measures, to indemnify, and hold harmless, the SFA, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents or its employees. The Selected Distributor is obligated to indemnify only to the extent of the fault of contractor, its officers, its agents, or employees. However, the Selected Distributor shall have no obligation as set forth above with respect to any claim or action for bodily injury, death or property damages arising out of the fault of the SFA, its officers, its agents or its employees.



- b. The Selected Distributor shall, as a minimum, obtain and maintain during the entire period of performance of the awarded contract insurance provided by insurers authorized to transact business in Pennsylvania, has and maintains at a minimum the following coverage placements:
- i. Worker's compensation and employee liability insurance – worker's compensation insurance limits as required by the Labor Code of the State of Pennsylvania. The policy shall include a waiver of subrogation in favor of the SFA.
  - ii. Comprehensive general liability/professional liability insurance – For standard contracts, minimum limits of \$1,000,000 per occurrence. The policy shall include a waiver of subrogation in favor of the SFA with an additional insured endorsement.
  - iii. Motor vehicle liability insurance - minimum limits of \$250,000 per person and \$500,000 per occurrence for bodily injury liability and \$100,000 for property damage liability is required on each vehicle owned, non owned, or hired to be used in conjunction with the awarded contract. The policy shall include a waiver of subrogation in favor of the SFA.
  - iv. Excess liability insurance – the SFA reserves the right to require this coverage subject to the value of the contract or scope of work required in the contract. If required, the excess liability insurance shall follow the same form and offer the same protections as employer's liability, general liability, and auto liability. It shall also be as broad as the underlying policies of liability. Limits of excess liability coverage will be established based on the size and scope of the contract project. Additional insured and/or waiver of subrogation endorsements will be required.
- c. The minimum insurance amounts specified in paragraph b shall not include a deductible. Notwithstanding, if there is a deductible incorporated into the terms of the insurance policy, then SFA shall not be liable for the deductible, nor shall it be an allowable cost if paid by the Selected Distributor.
- d. The insurer's cost of providing the insured's a defense and appeal, including attorney fees, shall be supplementary and shall not be included as part of the policy limits, but shall remain the insurer's separate responsibility. If any of the Selected Distributor's sureties or insurers is declared bankrupt or placed into receivership, ceases to meet any of the requirements of the awarded contract or its license to do business in Wisconsin is revoked or expires, the Selected Distributor shall meet the requirements of the awarded contract.
- e. Certificates of insurance evidencing that the requirements of paragraph b have been met shall be furnished to SFA before work is commenced with respect to performance under the awarded contract. The insurance required pursuant to the provisions of this clause shall be in such form and for such periods of time as SFA may require or approve, and with insurers approved by SFA. Provisions shall be made for thirty (30) day's advance written notice by mail to SFA of change in or cancellation of such insurance.
- f. In the event the Selected Distributor fails to furnish such certificates prior to the commencing of work or to continue to maintain such insurance during the performance of the awarded contract, SFA shall have the right to withhold any payments or partial payments required to be made under the awarded contract; and shall have the right to continue withholding any or all of said payments so long as the Selected Distributor has not complied with the requirements of this clause.

**1.17 Appropriations and Approval:** Any and all obligations of the SFA under the awarded contract may be subject to annual approval and/or budgeting and appropriation by the SFA, state, or federal grant.

**1.18 Hazardous Material:** The Bidder represents that each product furnished is safe for normal use, is nontoxic, presents no abnormal hazards to persons or the environment, and may be disposed of as normal refuse. All materials, supplies, and equipment furnished or services performed under the terms of the purchase order or contract issued in response to this bid shall comply with the requirements and standards specified in the Occupational Safety and Health Act of 1970, 29 U.S.C. SS 651 et seq., and regulations. If applicable, Material Safety Data Sheets must be sent with the bid.

SCHOOL CALENDAR & HOLIDAY SCHEDULE:

Uniontown Area School District



**OCTOBER**

M	1	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

**JANUARY**

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
(21)	22	23	24	25
28	29	30	31	

**APRIL**

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

**AUGUST**

M	T	W	T	F
		22	23	24
27	28	29	30	31

**NOVEMBER**

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

**FEBRUARY**

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
(18)	19	20	21	22
25	26	27	28	

**MAY**

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	(21)	22	23	24
27	28	29	30	31

**SEPTEMBER**

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

**DECEMBER**

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

**MARCH**

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

**JUNE**

M	T	W	T	F
3	(4)	(5)	(6)	(7)
(10)	(11)	(12)	(13)	(14)
(17)	(18)	(19)		

CALENDAR OF EVENTS

August 22, 2018—New Teacher Orientation  
 August 23-24, 2018—1st and 2nd Inservice Days—NO CLASSES  
 August 27, 2018—1st Day for Students  
 September 3, 2018—Labor Day—NO SCHOOL  
 October 4-5, 2018—3rd and 4th Inservice Days—NO CLASSES  
 November 6-9, 2018—Act 60 Day—NO CLASSES  
 November 8-9, 2018—Early Dismissal for Parent-Teacher Conferences, K-12  
 November 12, 2018—Veterans' Day (Observed) - NO SCHOOL  
 November 22-25, 2018—Thanksgiving Recess—NO SCHOOL  
 November 27, 2018—Act 60 Day—NO CLASSES  
 December 3-14, 2018, Jan. 7-18 & May 13-24, 2019—Keystone Exam Window  
 December 21, 2018—Early Dismissal for Winter Recess  
 December 24, 2018-January 1, 2019—Winter Recess—NO SCHOOL  
 January 21, 2019—Martin Luther King, Jr. Day—NO SCHOOL  
 February 15, 2019—Early Dismissal for Parent-Teacher Conferences, K-12  
 February 18, 2019—President's Day—NO SCHOOL  
 April 15-May 3, 2019—PSSA WINDOW  
 April 17, 2019—Early Dismissal for Parent-Teacher Conferences, K-12  
 April 18, 2019—Act 60 Day—NO CLASSES  
 April 19, 2019—Spring Recess—NO SCHOOL  
 April 22, 2019—Act 60 Day—NO CLASSES  
 May 21, 2019—Election Day—NO SCHOOL  
 May 27, 2019—Memorial Day—NO SCHOOL  
 May 31, 2019—Central Day—NO CLASSES  
 June 3, 2019—Graduation/Last Day of School

**MARKING PERIODS**  
 1st Period Ends—October 31, 2018  
 2nd Period Ends—January 15, 2019  
 3rd Period Ends—March 22, 2019  
 4th Period Ends—June 3, 2019

**POTENTIAL MAKE-UP DAYS**  
 January 21, February 18,  
 May 21, June 4, 5, 7, 10,  
 12, 13, 14, 17, 18, 19, 2019

Month	M	T	W	T	F	Summer Days	Total Days
Aug	1	1	1	1	1	5	7
Sept	3	4	4	4	4	19	28
Oct	4	4	5	4	4	21	49
Nov	2	4	4	4	4	18	47
Dec	3	3	3	3	3	13	82
Jan	3	4	5	5	4	21	103
Feb	3	4	4	4	4	19	122
Mar	4	4	4	4	5	21	143
Apr	4	5	4	4	3	20	163
May	3	3	5	5	4	20	184
June	1					1	185
Totals	31	36	39	38	36	180	185

Approved 4-2-2018

Jjm



**ATTACHMENT A: DISTRIBUTOR DAIRY BID FORM**

BIDDERS, complete, sign, and return this "DISTRIBUTOR DAIRY BID FORM"

**DISTRIBUTOR DAIRY BID**

The following pricing is being submitted in response to the request for dairy bids from distributors.

List alternate packaging if available for any of the milk products listed below.

Item #	Unit	Description	State Brand, Producer or Label and UPC Code	Qty	Unit Pricing	Extended Costs
<b>MILK PRODUCTS</b>						
Skim = Fat Free (FF) and 1% = Low Fat						
	½ pt in carton	Milk, 1% chocolate		350000		
	½ pt in carton	Milk, 1% strawberry		55000		
	½ pt in carton	Milk, skim, chocolate				
	½ pt in carton	Milk, 1%, white		95000		
	½ pt in carton	Milk, skim, white		16000		
	½ pt in carton	Milk, skim strawberry				
	½ pt in carton	Milk, skim vanilla		60000		
	½ pt in carton	Lactose, Reduced		1000		
	Five lb tub	Cottage cheese, Slim		50		
	Five lb tub	Sour cream, imitation		50		
	4 oz	100% Orange Juice		120000		
	4 oz	100% Grape Juice		30000		
	4 oz	100% Apple Juice		90000		
	4 oz	100% Cranberry Juice				
	4 oz	100% Fruit Punch		20000		
	4 oz	100% Orange Pineapple				
	Paper Pint	Diet Ice Tea Paper		20000		
	Paper Pint	Diet Decaf Tea				
	12 oz	Super Orange Drink		20000		
	12 oz	Super Peach Tea		20000		
	12 oz	Super Black & Gold				
	12 oz	Super Blue		10000		
	Pint, Plastic	Diet Ice Tea Vend				
	Pint, Plastic	Black & Gold Tea				
	Pint, Plastic	Diet Green Tea		20000		
<b>Total Extended Cost:</b>						

Bidder's failure to execute/sign bid prior to submittal may render bid non-responsive.

I certify by my signature below that the PRICES quoted in this bid are correct and that the bid conforms to all specifications and requirements outlined in the solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the solicitation and the company's bid documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Distributor and the SFA.

I understand that each delivery will be inspected by a representative of the SFA and an item may be rejected if it fails to meet the specification or is damaged in any way.

I understand that if shortages occur, it is my company's responsibility to deliver the difference the same day if requested.

The undersigned hereby offers to provide milk as specified in this bid for the period starting July 1, 2018 and ending June 30, 2019.

I (or We) acknowledge and accept the General Terms and Conditions as set forth in this IFB and I affirm, under penalty of perjury, that I am authorized to submit this information on behalf of (name of firm) \_\_\_\_\_ and that the information contained herein is true and correct to the best of my knowledge and belief.

No employee of SFA shall realize, directly or indirectly, any significant personal material or monetary gain as a result of his/her association with the Distributor or have a material financial interest in any contract or subcontract between the Distributor and SFA.

I understand that the SFA reserves the right to reject any or all bids, and that this bid may not be withdrawn during a period of thirty (30) days from the time of opening of the bid.

Organization Name (print): \_\_\_\_\_

Name and Title of Authorized Representative (print): \_\_\_\_\_

Address \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Signer's Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature (Of authorized representative): \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT B: BIDDER CONTACT INFORMATION**

The following information is required when submitting a response to this solicitation. Please complete ALL areas.

Mark "N/A" for those which are not applicable. Type or print legibly, all responses.

**LEGAL NAME OF FIRM:** \_\_\_\_\_  
**DBA OR BUSINESS NAME (IF DIFFERENT)** \_\_\_\_\_

**ADDRESS OF FIRM (WHERE PURCHASE ORDERS SHOULD BE SENT)**  
**STREET ADDRESS:** \_\_\_\_\_  
**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**ALTERNATE ADDRESS:** \_\_\_ YES \_\_\_ NO If yes, attach separate sheet with information.

**PAY OR REMIT ADDRESS**

**LEGAL NAME OF FIRM:** \_\_\_\_\_  
**STREET ADDRESS:** \_\_\_\_\_  
**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**FIRM TELEPHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**TOLL FREE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**FAX NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**FIRM'S FEDERAL IDENTIFICATION NUMBER:** \_\_\_\_\_  
**SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM.**

**Emergency Contact Person for After/Before Hours** \_\_\_\_\_  
**TELEPHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**CELL PHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**FAX NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**Contact Person: Product Information (ingredient listings and nutrient analysis)**

\_\_\_\_\_  
**TELEPHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**CELL PHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**FAX NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**Contact Person: Billing Questions, Credits, Damaged or Incorrect Products**

\_\_\_\_\_  
**TELEPHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**CELL PHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**FAX NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**ATTACHMENT C: INDEPENDENT PRICE DETERMINATION CERTIFICATE**

Both the School Food Authority (SFA) and the Distributor shall execute this Independent Price Determination Certificate.

\_\_\_\_\_  
Name of Distributor

\_\_\_\_\_  
Name of School Food Authority

1. By submission of this bid, the Distributor certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this procurement:
  - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Distributor or with any competitor.
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed to the Distributor and will not knowingly be disclosed by the Distributor prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Distributor for the purpose of restricting competition.
  - c. No attempt has been made or will be made by the Distributor to induce any person or firm to submit or not submit a bid for the purpose of restricting competition.
  
2. Each person signing this bid on behalf of the Distributor certifies that:
  - a. He or she is the person in the Distributor's organization responsible within the organization for the decision as to the prices being bid herein and has not participated, and will not participate, in any action contrary to 1.a through 1.c above; or
  - b. He or she is not the person in other Distributor's organization responsible within the organization for the decision as to the prices being bid herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to 1.a through 1.c above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to 1.a through 1.c above.

**To the best of my knowledge, this Distributor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three 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.**

\_\_\_\_\_  
Signature of Distributor's  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**In accepting this bid, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the bid referred above.**

\_\_\_\_\_  
Signature of School Food Authority's  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*NOTE: Accepting a Distributor's bid does not constitute award of the contract.*

**ATTACHMENT D: SUSPENSION AND DEBARMENT CERTIFICATION**

**UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)**

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.

**(Before completing certification, read instructions on next page.)**

1. The prospective lower-tier participant certifies, by submission of this bid, 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 bid.

\_\_\_\_\_  
Distributor Name

\_\_\_\_\_  
PR/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 set out on the previous page 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 bid 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*, *in-eligible*, *lower-tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *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 bid 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 on 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.
9. 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.

**ATTACHMENT E: LOBBYING CERTIFICATION**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts exceeding \$100,000 in federal funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, an officer or employee of U.S. Congress, or an employee of a member of U.S. Congress in connection with awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, an officer or employee of the undersigned shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Distributor Name/Address of Organization

\_\_\_\_\_  
Distributor Name/Title of Submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT F: DISCLOSURE OF LOBBYING ACTIVITIES**  
**STANDARD FORM -LLL** **APPROVED BY OMB**  
**COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT**  
**TO 31 U.S.C. 1352**

**(SEE NEXT PAGE FOR PUBLIC DISCLOSURE)**

<b>1. Type of Federal Action</b> <input type="checkbox"/> A. Contract <input type="checkbox"/> B. Grant <input type="checkbox"/> C. Cooperative Agreement <input type="checkbox"/> D. Loan <input type="checkbox"/> E. Loan Guarantee <input type="checkbox"/> F. Loan Insurance	<b>2. Status of Federal Action</b> <input type="checkbox"/> A. Bid/Offer/Application <input type="checkbox"/> B. Initial Award <input type="checkbox"/> C. Post award	<b>3. Report Type</b> <input type="checkbox"/> A. Initial Filing <input type="checkbox"/> B. Material Change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of Last Report: _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known: _____
<b>6. Federal Department/Agency:</b>		<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____
<b>8. Federal Action Number: (if known)</b>		<b>9. Award Amount: (if known)</b>
<b>10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI)</b>		<b>10. b. Individual Performing Services: (including address if different from No. 10 a) (Last name, first name, MI)</b>
<b>11. Amount of Payment: (check all that apply)</b> \$ _____  Actual <input type="checkbox"/> Planned <input type="checkbox"/>		<b>13. Type of Payment: (check all that apply)</b> <input type="checkbox"/> A. Retainer <input type="checkbox"/> B. One-Time Fee <input type="checkbox"/> C. Commission <input type="checkbox"/> D. Contingency Fee <input type="checkbox"/> E. Deferred <input type="checkbox"/> F. Other: (specify) _____
<b>12. Form of payment: (check all that apply)</b> <input type="checkbox"/> A. Cash Nature _____ <input type="checkbox"/> B. In-kind (specify) Value _____		
<b>14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11.</b> (Attach Continuation Sheets if necessary)		
<b>15. Continuation Sheets Attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.</b>		<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone Number:</b> _____ <b>Date:</b> _____
Federal Use Only		Authorized for Local Reproduction



## INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action or a material change in a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, an officer or employee of U.S. Congress, or an employee of a member of U.S. Congress in connection with a covered federal action. Use a Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks *Subawardee*, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include prefixes; e.g., *RFP-DE-90-001*.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.
10. a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.  
b. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal officials or employees contacted or the officers, employees, or members of U.S. Congress that were contacted.
15. Check whether Continuation Sheets are enclosed.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.