

WAYNE COUNTY SCHOOLS

Wayne Roberts
Superintendent

Phone: 606 348 8484
Fax: 606 348 0734

REQUEST FOR QUOTATION

RFP#FS 2023-P06

Quote Products: Fresh Produce

Type of Contract: 3.5 Months

Period of Service: January 30, 2023 to May 15, 2023

Quote Closing Date & Time: Friday, January 20, 2023 @ 11:00 AM EST

Award Date: Friday, January 20, 2023 by 2 PM EST

Quotes will be returned to:

Wayne County Schools
ATT: Casey Holt, Food Service Director
150 Cardinal Way
Monticello, KY 42633
casey.holt@wayne.kyschools.us
606/340/8684

ANNOUNCEMENT

The Wayne County School District, hereinafter referred to as “District” proposes to contract with an organization or individual, hereinafter referred to as “Proposer” whereby the Proposer will “furnish and deliver fresh produce” to District locations as designated.

Supply Fresh Produce products, which may be ordered by the following schools within district:

- Walker Early Learning Center
- Bell Elementary
- Wayne County Monticello Elementary
- Wayne County Middle School

Calendar Month, June -Supply Fresh Produce products that may be ordered by the following

- Wayne County Middle School (only if June is included in contract dates)

Estimated Usage: It is estimated a 3-month contract will approximate \$39,000.00 in revenue. These are estimates only and the district does not guarantee an order. During the month of June, purchases are expected to drop in adherence to summer feeding program participants. Estimates are based on past usage and do not constitute an order. The District does not guarantee any minimum purchase. Orders will be placed on an as-needed basis.

STANDARD INSTRUCTIONS TO PROPOSER

This section contains instructions regarding the preparation and submission of quotations.

**150 Cardinal Way
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The District reserves the right to reject any or all bids and to waive any informalities or irregularities in any bid or the bidding.

1. PROPOSER'S RESPONSIBILITIES

Read and understand the Quote, and all attachments. Seek clarifications if necessary from the District. Become familiar with, and abide by, applicable federal laws, state and local statutes, regulations, and ordinances. Visit delivery and service locations as required. Become familiar with and verify any environmental factors that may impact current or future pricing.

2. QUESTIONS & INQUIRIES

All questions related to the Quote, shall be directed to Wayne County School Nutrition Department, Purchaser. Inquiries shall be in writing and shall reference the appropriate section and paragraph number. Questions received less than two (2) calendar days prior to award date may not be considered. The District's response to questions is only binding if set forth in written addenda issued by the District. Oral interpretations have no legal effect.

Casey Holt, Food Service Director
150 Cardinal Way
Monticello, KY 42633
casey.holt@wayne.kyschools.us
606/340/8684

3. PREPARATION OF QUOTE

Due Date and Time: Original with signature must be received at the specified location on or before the specified date and time. Late quotes will be returned unopened. Format: Quote shall be submitted on the forms provided in this packet, which may be copied. Quote must be typewritten or in ink and signed in ink by the contractor's authorized representative. Incomplete quotes will be rejected unless the omissions do not materially affect the quote. Prices: Proposer shall extend unit pricing as required. In the event of an error in the extension of prices, the unit price shall prevail. Quote prices shall include **all** associated costs and remain **firm** through contract calendar unless price **decrease** occurs after award date. No further allowances shall be made for freight and/or delivery charges. Proposer prices shall not include sales tax. Tax exempt certificates will be furnished to proposer upon request. All quote sheets must be complete. Proposer's company name must appear on all pages containing quote information. All quotes submitted become the property of the District and are a matter of public record.

4. WITHDRAWAL OR MODIFICATION OF QUOTE

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Prior to submittal: Bid changes or modifications shall be initialed in ink by a proposer's representative.

After submittal: At any time prior to the closing date and time, the bidder may, modify or withdraw the quote by giving written notice to the District prior to award.

After quote award: Prices shall not be altered or amended unless price decreases. Weekly notice is to be given to The District if price decrease occurs. The Superintendent or Wayne County Nutrition Services may allow a quote to be withdrawn if the proposer demonstrates that they miscalculated bid prices. The proposer, who claims error and fails to enter into a contract with the district, shall be prohibited from quote on the same commodity or service, if contract has to be requested.

5. AWARD

The District reserves the right to reject any or all quotes, to make an award to other than the lowest price proposer, to reject a quote which is in any way incomplete or irregular, and to waive quote informalities and irregularities. In making a decision to award a contract for the quote items, the District may consider any and all factors including: pricing, service, delivery, local preference, experience, safety, sanitation, and information which may have a bearing on the decision to select a proposer and which may legally be considered by the District.

6. CONTRACT FORMATION

Your quote response, is an offer to contract with the District. Written notice will be given if proposer is awarded district contract.

7. DISQUALIFICATION OF BIDDERS

The District may, at its discretion and in addition to any other right to reject bids that are available to the District under these quote documents or applicable law, determine that a proposer is not responsible and reject its quote for any of the following reasons:

- More than one quote is submitted by the same proposer under the same or different names.
- Evidence of collusion with any other District or Districts. Proposer in such collusion shall be disqualified from submitting further quotes.
- A proposer is not qualified to perform the contract.
- Unsatisfactory performance record judged from the standpoint of conduct of service, quality or progress, as shown by past or current service for the District.
- Failure to pay or settle bills on any former or current contracts.
- If a proposer has previously defaulted in the performance of a written public contract, or has been convicted of a crime arising from a previous public contract.
- Any other inability, financial or otherwise, to perform the contract.

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- For any other reasons deemed proper as determined from a pre-award state of proposer's capability to perform.
- Any proposer not furnishing proof of liability insurance will be disqualified from quote award.
- Quotes containing provisions for late or interest charges will not be considered.

Child Nutrition Produce Bid

DETAILED SPECIFICATIONS AND CONDITIONS

1. Each quote shall be in accordance with the bid specifications and contract documents contained herein, all deviations from the specifications must be clearly documented, illustrated and duly noted. Wayne County personnel will be the sole judge of a product's equality and fitness for intended purpose. Proposer will be expected to submit sample of product if requested.
2. PACKAGING: Specifications: Unless otherwise specified, goods are to be packaged in cartons and cases, the district may allow other packaging if proposer request approved from the district before award date Exception from the district will be in written form. Labeling: Individual cases and packaging for "processed and prepared products" shall be labeled with an expiration date. Nutritional information is required for all prepared salad mixes through packaging or company documentation.
3. The District does not guarantee the purchase of any minimum or maximum quantities of any bid item.
4. No right or interest in the contract shall be assigned by Vendor without the written permission of the district, and no delegation of any obligation owed or of the performance of any obligation by Vendor shall be made without the written permission of the district. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
5. All listed produce products do not have to be quoted on. Proposer may quote only on produce that is available.
6. The District reserves the right to split awards by item in securing the best advantage for the District, providing quality of the product is maintained.
7. Proposer will state if a minimum dollar purchase is required for delivery within quote.

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8. Proposer must maintain insurance coverage for duration of contract with Wayne County Nutrition Department. The insurance required by the above paragraph shall be written for not less than the following (or greater if required by law):

<u>Insurance</u>	<u>Description</u>	<u>Coverage</u>	<u>Aggregate</u>
Worker's Compensation:	State: Statutory Employer's Liability:	\$500,000	
Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad-Form Property Damage):	Bodily Injury; Property Damage; Combined Single Limit:	\$1,000,000 Each Occurrence	\$2,000,000 Aggregate
Blanket Contractual Liability:	Bodily Injury;	\$1,000,000 Each Occurrence	\$2,000,000 Aggregate
Blanket Contractual Liability:	Property Damage;	\$1,000,000 Each Occurrence	\$2,000,000 Aggregate
Comprehensive Automobile Liability:	Bodily Injury; Property Damage; Combined Single Limit:	\$1,000,000 Each Occurrence	\$2,000,000 Aggregate

The District's specification or approval of this insurance or of its amount shall not relieve or decrease the liability of the contractor under this contract or otherwise. Policies shall contain a provision that the District shall be given 30-days written notice by certified mail before cancellation of any insurance or reduction of the amount thereof, or any alteration, modification or restriction thereto. Upon acceptance of contract and prior to any work being performed, a certificate of insurance with additional insured endorsement shall be provided to:

Wayne County School Nutrition Services
1025 South Main Street
Monticello, KY 42633

9. Monday and Wednesday deliveries are preferred with delivery hours between 6:00 AM to 11:00 AM. District map is included within this request for quotation packet. Emergency deliveries may be necessary to ensure every student has product as required for the National School Lunch Program.

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10. Arrangements will be made for alternative delivery days when Monday and Wednesday fall on holiday and vacation breaks. (Proposer will be given advance notice) Deliveries during and after school breaks, i.e., spring, winter and summer break, must be coordinated with the Wayne County Nutrition Department.
11. All products are to be kept at proper temperature during transportation. (I.e.-refrigeration if product requires it).
12. Each delivery must be accompanied by two original receipt at the time of delivery. Delivery receipt must be signed by manager/assistant manager upon receiving product.
13. Fresh Produce products shall be delivered to the refrigerators/cooler in each individual kitchen in the schools. It is anticipated that deliveries shall be made twice per week unless the Nutrition Services Department for the applicable District approves other arrangements
14. All fresh produce products must be produced, handled and transported in a sanitary manner and in compliance with all requirements of the Wayne County Health Department or USDA.
15. The District reserves the right to inspect produce further after delivery and have product, which does not meet specifications, picked up and replaced or credited. District has until close of school day to make vendor aware of any problems. Delivery of replacement product is the responsibility of the vendor.
16. Produce delivered out of date, poor quality, or incorrect product shall be returned and acceptable produce delivered prior to the item being on the menu or needed by that school. If no acceptable replacement is delivered, a credit memo will be issued to District.
17. Proposer will provide copy of current HACCP Plan to the Wayne County Nutrition Department.
18. No substitutions shall be made without approval from the District Child Nutrition Office or site manager. It is expected that substituted products be of same or higher quality, and that the price shall be equal to the price for the specified items.
19. Payment for product received will be processed once a month following monthly District Board Meeting.

TERMS & CLAUSES

BUY AMERICAN CLAUSE:

1. "Domestic Commodity or Product" are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.

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2. “Substantial” means that **over 51 percent** of the final processed product consists of agricultural commodities that were grown domestically.
3. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.
4. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.
5. Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable.
6. While rare, two (2) exceptions may exist when: The product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

NON-DOMESTIC PROCEDURE

- Proposer must label or document all non-domestic produce on the original quote and all weekly updates during the three-month quote period.
- After award date if product(s) deemed non-domestic is not listed on original District exemption letter (attached) product will be rejected to the proposer.
- Exceptions to the Buy American provision should be used as a last resort, however substitutions of non-domestic product, must be **pre-approved**, in writing, by the Food Service Director, **4 days prior to the delivery** of the product to the School. Any non-domestic product delivered to the School, without the prior, written approval of the Food Service Director, **will be rejected**.
- Proposer will provide explanation in writing for district why product is non-domestic.

Proposer must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

NON-DOMESTIC MONITORING

Food service manager or designated food service staff will check all produce to ensure origin of harvest or growth. Any non-domestic items found to not be listed on the Districts exemption list will be rejected. Authorized staff then will notify Central Office Staff of the non-domestic product(s).

Quotes and weekly updates will be monitored for labeling of non-domestic produce by food service department.

Managers will monitor cooler, freezer, and storage rooms for non-domestic products while monthly physical inventory is taken.

If non-domestic product is found, reject or set aside to be returned to proposer.

If proposer is found in non-compliance of the Buy American Provision the non-performance cause within this contract will be utilized for corrective action.

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COST REIMBURSABLE CONTRACTS:

o Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

o The proposer must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);

or

The proposer must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

o The proposer's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

o The proposer must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

o The proposer must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

o The proposer must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

o Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

Termination for Convenience:

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The school district reserves the right to terminate any contract at any time, in whole or in part, by thirty (30) day written notice to Contractor. Upon receipt by the Contractor of the "notice of termination", the Contractor shall discontinue all services with respect to the applicable contract. The School district, after deducting any amount(s) previously paid, shall pay for all services rendered or goods supplied by the Contractor, as well as any reasonable costs incurred by Contractor up to the time of termination but not including Contractor's loss of profit. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

Termination for Non-performance:

The School district may terminate the resulting contract for non-performance, as determined by the School district, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the School district is not in its best interest, or failure to comply with the terms of this contract;
- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent, receiver or trustee in bankruptcy shall be appointed for the Contractor.

Demand for Assurances:

In the event the School district has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

Notification:

The School district will provide ten (10) calendar days' written notice of default. Unless arrangements are made to correct the non-performance issues to the school district's satisfaction within ten (10) calendar days, the School district may terminate the contract by giving forty-five (45) days' notice, by registered or certified mail, of its intent to cancel this contract.

Attorney's Fees:

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In the event that either party deems it necessary to take legal action to enforce any provision of the contract, or in the event the School district prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

Compensable Damages for Breach:

The Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with the School district.

- Replacement costs.
- Cost of repeating the competitive bidding procedure expenses.
- Expenses incurred as the result of delay in obtaining replacements.

The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by the School district for any other damages occasioned by the Contractor's breach of a contract. However, in cases where contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.

NON-DISCRIMINATION STATEMENT:

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

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

To file a program discrimination complaint, a Complainant should complete the **USDA Program Discrimination Complaint Online Form** (AD-3027) found online at **How to file a Compliant**, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights

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1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (833) 256-1665 or (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Wayne County School District

Child Nutrition
Request for Monthly Produce Bid

Item Description	Purchase Unit Description	Monthly	Price
Apple, golden, fresh	Case (138ct)		
Apple, dandy	Case		
Apples, sliced 2 oz.	Case/ ct.		
Apple, red, fresh	Case (138ct)		
Bananas (med)	Case (40lbs)		
Blueberries, fresh	Case (lb.)		
Blueberries, frozen	Case (lb.)		
Cantaloupe, whole	Case (12 ct)		
Dinosaur Eggs	Case (48 ct)		
Grapefruit, whole	Case (48ct)		
Grapes, red seedless	<i>Case</i>		
Grapes, green seedless	Case		
Grapples	Case		
Kiwi	Case (30ct)		
Mango	Case/Each		

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Oranges, fresh	Case (138ct) Grade U.S. No. 1 or better		
Pears, fresh	Case (100ct)		
Papaya	each		
Persimmons	Case		
Tangerines, fresh	Case (100ct)		
Ugly Fruit	Case/Each		
Watermelon	Each		
Broccoli, fresh florets	4/3#bags per case		
Cabbage	Per head		
Carrot, baby	Case (150/2 oz. ct)		
Carrots, bulk, fresh	Case (30lb)		
Carrots, purple	Case		
Cauliflower, fresh	2/3lb bags per case		
Celery Sticks	4/5lb bags per case		
Cole Slaw Mix	Case (4/5lb bags)		
Corn, Sweet	Per dozen		
Cucumber, med	Case (12ct)		
Cucumber, med	Case (24ct)		
Lettuce, Iceberg	Case (24ct)		
Lemons	5lb bag		
Onion, red	Bag (10lbs)		
Onions, yellow	Bag (10lbs)		

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Peaches	Case		
Pears, forelle	Case		
Pears, Bartlett	Case		
Peppers, green	each		
Peppers, red	each		
Pepper, banana	each		
Pineapple	Case (12ct)		
Plums, black	Case		
Plums, red	Case		
Pluots	Case		
Potato, baking	Case (100ct)		
Potato, red	Case (25lb)		
Romaine, hydro/roots on	Case		
Romaine, Heads	Case		
Shredded Lettuce	Case (4/2.5lb bags)		
Squash, yellow	Case (12lb)		
Strawberries	Case (PT)		
Star Fruit	Case		
Tomato, grape	Case (10lb)		
Tomato, whole	Case (25lb)		
Zucchini, fresh	Case(12lb)		
Eggplant, fresh	Each		

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It is understood this bid form does not constitute an order for any product.


Company:	Authorized Signature:
Telephone/Fax Number:	Date:
Email Address:	Company Address:


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Wayne County School District
School Location/Address

 Walker Early Learning Center 1080 South Main Street Monticello, KY 42633
606/348/4251

 Bell Elementary 278 Kenny Davis Blvd. Monticello, KY 42633
606/348/8150

 Wayne County Middle School 95 Champion Drive Monticello, KY 42633
606/348/6691

 Wayne County High School 2 Kenny Davis Blvd. Monticello, KY 42633
606/348/5575

NOT ON MAP- WC Monticello Elementary 161 College Street Monticello, KY 42633
606/340/3900 (within 1 mile of other buildings)

 Wayne County Nutrition Service Administration Office 606/340/8684

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