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**SOLICITATION 1530-03**

CHILD NUTRITION PROGRAM

FRESH FRUIT and VEGETABLE PROGRAM

UNIQUE PRODUCE EDUCATION PROGRAM

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REQUIRED METHOD IS TO SUBMIT SEALED PROPOSALS TO:

Provo City School District

Attention: Child Nutrition IFB 1530-03

Tina Fluehe, Chief Procurement Officer

280 West 940 North

Provo, UT 84604

**INVITATION FOR BID (IFB)**  
**PROVO CITY SCHOOL DISTRICT**  
**FFVP PRODUCE CONTRACT FOR CHILD NUTRITION PROGRAM**  
**IFB 1530-03**

**I. INTENT OF INVITATION FOR BID**

The purpose of this invitation for bid is to solicit competitive sealed proposals from qualified suppliers to provide the Child Nutrition, Fresh Fruit and Vegetable Program (hereafter referred to as FFVP) with top-quality, fresh fruit and vegetable items grown locally (Utah), domestically, and in all parts of the world for Provo City School District (hereafter referred to as PCSD) schools and students participating in this nutrition education program. PCSD is intending to contract with one qualified Supplier to provide Produce for the seven (7) participating schools (see attached list).

This IFB is designed to provide interested Suppliers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Suppliers are at liberty and encouraged to expand upon the specifications to evidence service capability under any agreement.

All proposal preparation costs and any associated activities related to this IFB are the sole responsibility of the Supplier. PCSD is not liable for any costs incurred throughout the entire selection process.

**II. ELIGIBILITY REQUIREMENTS**

In order to be eligible to respond to this IFB, an interested Supplier must meet all of the following minimum qualifications:

**1. Business License**

The interested Supplier must have a current Utah Business License.

**2. Insurance**

The Supplier must secure and maintain liability insurance (General and Auto) for not less than any limits of liability specified as part of this contract, or required by law, whichever is greater, against claims under the Workmen's Compensation Act and other employee benefit acts for bodily injuries to persons, including death, or damages to property which may arise from or in connection with the performance of the work hereunder. Insurance must be maintained for the duration of the contract, and shall

exclude contractual liability insurance as applicable to the Supplier's obligations. Supplier must provide proof of insurance upon demand by PCSD (Policy or Endorsement) and agrees to, at all times, defend, indemnify, hold harmless, and protect the PCSD and its employees, representatives, agents, and volunteers from and against any and all claims.

PCSD will assume no liabilities for the Supplier including any of the Supplier's representatives, employees or properties.

Any damages occurring during the completion of deliveries, incidental or otherwise, to District or adjacent properties must be repaired at the Supplier's expense, and to the Owner's satisfaction.

**3. Bonding**

Proposer must provide drivers' bonding information – who is bonded and up to what amount with submittal.

**4. Background Checks for Drivers**

Are all drivers that work with the school districts subject to background checks? Please provide detailed explanation with submittal.

**5. Experience and References**

Minimum of three (3) years working experience with education facilities, specifically with FFVP. The Proposal shall include a minimum of three (3) references over the past four (4) years. If possible these should be from similar institutions, preferably from school districts that administer the FFVP. Include the name of the organization, location, contact person, telephone number, and email address with submittal. Also include with submittal a sample of Supplier's previously used product information fact sheet (10-minute nutrition education component).

**6. Federal Requirements**

Interested Suppliers must comply with Federal Code 2 CFR, parts 200.318-326 General Procurement Requirements:

- a) Federal Code 7 CFR Part 220.16 (d) Buy American Agriculture Provisions require the District to purchase, to the maximum extent practicable, domestic commodity or product. For foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51 percent domestically grown items, by weight or volume. 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.

For compliance and auditing purposes, **the PCSD Child Nutrition Program requires in writing from the Supplier delivery invoices and receipts identifying the country of origin as being the United States or its territories, and in the case of a non-domestic product, a limited exception.** Limited exceptions are limited exceptions to the Buy American Provision which allow for the purchase of products not meeting the "domestic" standard (non-domestic) in circumstances when use of domestic products is truly not practicable.

- b) Federal Code 2 CFR 200.321 Buy American Provision supports local and small businesses. The Supplier must take all necessary affirmative steps to assure that Local, Small, Minority, and Women-owned business enterprises and labor surplus firms are used when possible.
- c) Federal Procurement Regulations 7 CFR 210.21, 215.14a, 220.16, 225.17, 226.22, and 250.4(d) direct Child Nutrition Program operators to comply with procurement requirements as outlined in those parts. In addition, all procurements shall be undertaken consistent with State and local requirements.
- d) Appendix II to 2 CFR 200 Contract Provisions for competitive sealed bids and IFB solicitations for all Federal awards to non-Federal entities. Supplier must abide by all Federal, State and local laws including, but not limited to, employment laws such as *Equal Employment Opportunity, Americans with Disabilities Act* and the *Contract Work Hours and Safety Standards Act*. Undocumented (illegal immigrant) labor is not allowed to work on PCSD property.
- e) Per Appendix II to 2 CFR 200 Clauses, offers will not be solicited from, contracts will not be awarded to, and existing contracts will not be renewed or otherwise extended for any Proposer in *Debarment or Suspension*. Proposers must submit certification that neither it nor its Principals are presently or within the past ten (10) years debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from soliciting work by any governmental department or agency. The Proposer must also certify that it has not been terminated during the performance of a contract or withdrew from a contract to avoid termination. If the Proposer cannot certify these two statements, the Proposer shall submit a written explanation of the circumstances for review by the PCSD. These certifications shall be submitted with the Proposer's IFB.
- f) Per Appendix II to 2 CFR 200 Clauses, the *Byrd Anti-Lobbying Amendment* prohibits the use of appropriated funds by recipients of a "Federal contract" for purposes of influencing or attempting to

influence Federal officials with the awarding of a Federal contract, grant, or any other Federal award. The Supplier certifies that it has not used and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence various government officials in making certain Federal awards.

- g) Consistent with Federal Code 2 CFR 200.320, all contracts must be awarded to responsive and responsible Suppliers. Price must be the primary factor when evaluating bids and proposals; however, contracts shall be awarded to the lowest bid or proposal most advantageous to the Program.
- h) We are a governmental entity and as such we do not waive any rights granted under the *Governmental Immunity Act of Utah* (Utah Code, Title 63G, Chapter 07).
- i) Supplier must have the ability to service PCSD with weekly deliveries. Weekly school drops – Every Monday and if needed, Wednesday.
- j) Supplier must have a written food safety Recall Plan that is carefully constructed, tested and evaluated to ensure the efficient removal of questionable–quality products from circulation quickly and effectively.
- k) Supplier must have a written Hazard Analysis and Critical Control Point (HACCP) preventive food safety program that implements current science–based practices to reduce the rise of unsafe food and hazards that could cause food–borne illnesses.
- l) Supplier must have a written Bioterrorism preventive control plan for its facility, and established, science–based standards for the safe production and harvesting of fruits and vegetables including mitigation strategies to prepare and protect the food supply chain at specific vulnerable points.

### III. GENERAL INFORMATION

#### A. IFB Information

IFB will be publicly announced in local newspapers for seven (7) days and will be posted on the PCSD website for response. It is the sole responsibility of all interested Proposers to ensure submittals reflect all details of the solicitation in its entirety.

#### B. GRAMA Confidentiality Claims & Requests

According to the Utah Governmental Records Access and Management Act (GRAMA), a Proposer may categorize trade secrets, proprietary information, protected records, etc. included in their proposal as classified. All classified information must be properly indicated and marked.

Proposers may submit a redacted copy of their technical proposal along with their complete proposal at the time of submittal. Should a GRAMA request be filed, the redacted copy shall be provided to the Requestor. If no redacted copy is submitted, then the full proposal will be provided without notice to the Proposer.

**C. Oral Presentations**

An oral presentation by a Proposing Supplier to clarify their submitted proposal may be required at the sole discretion of PCSD. However, PCSD may award a contract based on the initial proposals received without discussion with the Supplier. If oral presentations are required, they will be scheduled after the submission of proposals.

**D. Site Visit**

An on-site visit to the Supplier's facility to inspect order processing and system software capabilities will be required. Visits will be scheduled after the submission of proposals.

**E. Contract Clauses**

Any contract arising from the IFB will include the following clause:

- a) PCSD may terminate the contract for any reason, at any time, (with or without written notice) if the Supplier fails to perform (*Cause*) or if it is in the best interest of the District (*Convenience*);
- b) PCSD requests assignment of rights to recover damages from any antitrust violations;
- c) Supplier will accept liability for doors left open, loss of product, or theft if building is not secured after departure;
- d) Supplier will take responsibility for any damages to building(s) or property caused by trucks and/or drivers.
- e) Liquidated damages as appropriate;
- f) As per Force Majeure, an "Act of God" or an extreme natural, unforeseeable event such as disease, drought, flood, frost, or harsh weather presenting challenges to the produce industry that no person has any control of may necessitate reasonable price adjustments. Therefore, in a time of product shortage or crop failure due to an "Act of God", the Supplier will contact the PCSD Child Nutrition Program through certified mail explaining the shortage (and including documentation to substantiate the extreme circumstances) and the need to re-negotiate pricing of effected product(s) within a reasonable amount of time, not to exceed thirty (30) days of the known shortage. The bid will be re-evaluated enacting Force Majeure, "Act of God" clause. However, if unauthorized pricing changes occur,

the Supplier agrees to reimburse the cost difference to the District Child Nutrition Program.

g) Alcohol, tobacco or e-cigarettes are not permitted on PCSD property.

**F. Written Agreement**

The awarded Supplier must enter into a written service agreement with PCSD.

**G. Contract Period**

This agreement shall commence on July 1, 2019. The service school year for PCSD for the 2019-2020 school year begins August 1, 2019 (July 1, 2019 for those schools with summer feeding programs) through June 30, 2020. PCSD may renew the contract annually for up to four (4) additional years. If the option is not exercised, then the contract shall automatically expire at the end of the contract term. Notice to exercise this option must be given at least thirty (30) days prior to the end of the contract term. Flexibility with months of ordering (September to May or until FFVP monies are spent).

**H. PCSD Inquiries and Contacts**

Questions, Interpretations, clarifications or communication regarding this IFB should be directed to Tina Fluehe, PCSD Chief Procurement Officer at [tinaF@provo.edu](mailto:tinaF@provo.edu) or (801) 374-4864.

Proposers shall not contact or offer gifts or gratuities to PCSD employees, board members, or evaluation committee members in an effort to influence the selection process. This prohibition applies before the IFB documents are issued, as the contract is developed, and extends throughout the award of the contract. Failure to comply with this requirement may result in disqualification.

**I. IFB Consideration, Award and Right of Rejection**

The Proposer's past performance history, organization, equipment and demonstrated ability to perform and complete the required Services in the manner and within the time limit specified will be elements along with the Supplier's ability to budget (each allotted school's FFVP funds to include a minimum of two (2) serving days per week throughout the school year) considered by PCSD in the letting of the contract, if any award is made.

PCSD reserves the right to reject any and all proposals by reason of this paragraph or to waive any non-statutory informality. PCSD further reserves the right to make the contract award deemed by PCSD to be in the best interest of the District. Additionally, **PCSD reserves the right to rebid this contract (to gauge market conditions) at any time, for any reason, whether the contract**

**is mid-term or not.** Provo City School District's decision to accept or reject the contract shall be final.

When the award is made, Tina Fluehe, Chief Procurement Officer, will contact the awarded Supplier. Tina Fluehe will also contact Proposers to whom the bid was not awarded.

**J. Addendum to IFB**

If it becomes necessary to revise this IFB in whole or in part, an addendum will be sent to the Supplier. An Addendum will only come through Tina Fluehe, Chief Procurement Officer.

#### **IV. DETAILED SCOPE OF SERVICE**

The awarded Supplier is expected to fulfill the following requirements:

1. Must be able to accommodate weekly (Monday – Friday) deliveries to seven (7) participating PCSD schools before 10:00 a.m. (or specific delivery time required as per school needs) on the scheduled delivery date. Must be willing to deliver more than once per week (twice per week) to insure top-quality and freshness at time of delivery as needed.
2. Must provide product information fact sheets (**10-minute nutrition education components**) for the Fruit and/or Vegetable items provided weekly by email (print ready) to all schools involved in the program. Schools involved in the FFVP program will use the fact sheets as an elementary level, in-classroom teaching tool to educate the students more about the items they are sampling. Nutrition information will be included on these fact sheets including information and facts about the benefits of specific Fruits and Vegetables to the body and mind. Information learned could be, but is not limited to, origination of the produce, grafting or cross hibernation processes, planting/growing methods, climate needed for growth, etc.
3. All processed items will have at least 30/60 serving cups per case. Also, on all processed items, the Supplier will provide whole fruit or vegetable to be delivered to each participating school at no additional charge so that the students can learn and visualize what the whole Fruit or Vegetable looks like.
4. Produce must be XF/Grade A products unless a Choice Grade exception has been approved. Such cases include if the Supplier does not have enough to accommodate the amount of produce requested and to eliminate stickered fruit.
5. As new produce becomes available, it will be added to the list of available fruits and vegetables.



6. The Supplier must have refrigerated transportation services that abide by all food safety precautions in order to insure the safety and quality of the product. Meet **all** HACCP and ServSafe criteria to ensure safe foods.
7. Selected Supplier's employee will work directly with the specific selected FFVP employee from PCSD. Together they will ensure that quality FFV will meet the educational needs of PCSD students.
8. Fruits and Vegetables for FFVP will include, *but are not limited to*, fresh: Apple slices, Apricots, Asian pears, Baby bananas, Baby kiwi, Baby Purple Brussel sprouts, Bananas, Blackberries, Blood oranges, Blueberries, Bosc pears, Broccoflower bites, Broccoli bites, Broccoli cups, Cabbage bites, Cape gooseberry, Cauliflower bites, Caviar limes, Cantaloupe, Cara Cara oranges, Celery bites, Cherries, Colored carrots, Crimson Gold apple, Cripps Pink apples, Diced Butternut squash, Donut peach, Dragon fruit, Edamame, Fall Glo tangerines, Fragrant pears, Gala apples, Gold Nugget tangerines, Gold Pineapple cups, Granny Smith apples, Grapes, Grape tomatoes, Green Gage plums, Halos clementines, Honey Crisp apples, Honeydew, Honeydew bites, Jazz apple, Jicama bites, Jonathan apple, Jumbo Seedless Black grapes, Jumbo Stem strawberries, Kumquats, Mango slices/bites, Mango/Coconut slices bagged, Mini carrots, Mini carrots 2 oz bags, Mini Persian cucumbers, Mini Sweet chilies, Mini Sweet peppers, Miradol Papaya cups, Murcott tangerines, Nectarines, Opal apples, Peaches, Persimmon, Pineapple cups, Pummelo wedges, Purple asparagus, Rambutan, Red pears, Red plums, Red Rome apples, Seckel pears, Star Crimson Red pears, Starfruit, Stem berries, Sugar plums, Sugar Snap peas, Sweet Potato bites, Tindora Baby cucumbers, Veggie cup, Watermelon radish, White Asparagus bites, White peaches, Whole bunched carrots, Ya pears, Yellow Tear Drop tomatoes. *Any other Fruit and Vegetable that is tasty, nutritious and beneficial to a child.*  
NOTE; Affordable, pre-packaged FFV are encouraged and appreciated as are FFV that are affordable, new and interesting to a child (a FFV they may not have seen or tried before).

## **V. PRICE PROPOSAL REQUIREMENTS**

The Price Proposal constitutes all necessary pricing information, as listed in the PCSD website for Child Nutrition IFB 1530-03. Proposals should be designed to provide the maximum benefits to the PCSD Child Nutrition Program.

Pricing for all FFVP produce items will guarantee availability of FFVP funds with a minimum of two (2) serving days per week throughout the school year for SY July 1, 2019 through June 30, 2020.

No minimum dollar amount will be required for delivery of product.

No fuel surcharges will be allowed.

Note: If price proposals are unclear and clarification is needed, the Chief Procurement Officer reserves the right to request a best and final offer from all responsive and responsible submitting Suppliers.

## **VI. SUBMITTING YOUR PROPOSAL**

### **A. Proposal Delivery**

Proposers should submit as per instructions on the PCSD website.

**The proposal with supplemental information must be accepted by the PCSD Purchasing Department by 3:00 p.m. on Tuesday, April 16<sup>th</sup>, 2019.** Proposals received after that time will not be accepted.

Proposals must be signed by the Supplier's authorized official, binding the IFB until Supplier is awarded. Each Proposer shall submit one bid only. Alternate or multiple bids from a single Supplier are prohibited.

**Sealed Proposals must be submitted to the address and attention below:**

Provo City School District  
Attention: Child Nutrition IFB 1530-03  
Tina Fluehe, Chief Procurement Officer  
280 West 940 North  
Provo, UT 84604

Note: Additional or alternate terms or proposals will not be accepted.

**CERTIFICATION OF PROPOSAL**

We have read Child Nutrition IFB 1530-03 and fully understand its intent. We certify that we have adequate personnel and resources to fulfill the proposal requirements. We further understand that our ability to meet the criteria and provide the required services shall be judged solely by PCSD evaluation committee members.

We further certify that, since the receipt of this IFB, no contact, discussion, or negotiations have been made nor will be made regarding this proposal with any PCSD employee, board member, or evaluation committee member other than the listed contact people in the IFB. We understand that any such contact could disqualify this proposal.

We further certify that we are properly licensed to conduct business within the scope of this IFB, in the State of Utah.

We certify that all schedules and addenda contained herein shall be considered part of the entire IFB response and that the complete document submitted shall be considered a legally binding document.

Submitted by:

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

**REFERENCES**

Supplier will provide a minimum of three (3) references over the past four (4) years. If possible these should be from similar institutions, preferably from school districts that administer the FFVP. The District reserves the right to independently research and evaluate references of the references provided.

1. Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

2. Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

3. Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

## **PCSD FFVP SCHOOLS**

Address and Contact information:

1. Amelia Earhart Elementary  
2585 W 200 S, Provo UT  
Stacy Halladay – Manager at 801-370-4630 X1112
  
2. Franklin Elementary  
350 S 600 W, Provo UT  
Capri Jenkins – Manager at 801-374-4925 X1712
  
3. Provo Peaks Elementary  
665 E Center Street, Provo UT  
Tresha Vanisi – Manager at 801-374-4940 X2012
  
4. Provost Elementary  
629 S 1000 E, Provo UT  
Loraine Roberson – Manager at 801-374-4960 X2212
  
5. Spring Creek Elementary  
1740 S Nevada Avenue, Provo UT  
Vicki Ashby – Manager at 801-370-4650 X2412
  
6. Sunset View Elementary  
1520 W 600 S, Provo UT  
Dalys Christensen – Manager at 801-374-4950 X2512
  
7. Timpanogos Elementary  
449 N 500 W, Provo UT  
Anne Orton – Manager at 801-374-4955 X2612