#### INVITATION TO BID

The Pulaski County Board of Education is sending out a RFP for the following items as specified.

#### 2021-2022 FRUITS AND VEGETBALES

Bid released February 22, 2021 Advertised on PCBOE webpage February 22, 2021 – March 22, 2021 Bid Due: March 22, 2021

#### PROPOSAL SUBMITTAL

Bids must be submitted to the Pulaski County Board of Education, 925 North Main Street, P.O. Box 1055, Somerset, KY 42502. Closing time for responses will be 4pm, March 22, 2021, as specified, at the Pulaski County Board of Education, Central Office Building, North Main Street, Somerset, KY.

RFPs will be opened at this time but a committee will meet the following week and make a recommendation of award at the April Board Meeting and all responding vendors will receive notification of awards thereafter. The bid is in effect July 1, 2021 – June 30, 2022.

If you have any questions, please contact Mary Worley via e-mail at mary.worley@pulaski.kyschools.us

#### RIGHT TO REJECT AND WAIVER

The Pulaski County Board of Education reserves the right to reject any and all proposals, to waive all formalities and/or technicalities where the best interest of the Pulaski County Schools can be served and to enter into contract with the best apparent qualified vendor.



## **PULASKI COUNTY SCHOOLS**

## Request for Proposal

# **FRUIT AND VEGETABLES**

# For Pulaski County Food Service Department

**Contract Period** 

JULY 1, 2021 – JUNE 30, 2022

## Pulaski County Board of Education

Post office Box 1055 REQUEST FOR PROPOSAL 925 North Main Street

Somerset, KY 42502 Somerset, KY 42502

Phone 606-679-1123 Fax 606-451-8610

Reference Number: 2021-22 Fresh Fruit and Vegetables Bid Title: Fruit and Vegetables RFP

Date Bids is Due: March 22, 2021 Time Bid is Due: 4:00PM

Date Bid Information Released: February 22, 2021 Advertised: February 22-March 22, 2021

Sealed Proposals will be received by Pulaski Board of Education, 925 North Main Street Somerset KY 42501, for Food Service, Fresh Fruit and Vegetables items for the School Year 2021-2022. Proposals are due by Monday, March 22, 2021 at 4pm and will be opened Tuesday March 23 at 9am. After opening, a committee will review the Proposals and make a recommendation for award. The award for the 2021-22 Fresh Fruits and Vegetables will be announced at the April Board Meeting currently scheduled for April 13, 2021 and will be in effect July 1, 2021 – June 30, 2022.

#### **GENERAL CONDITIONS OF CONTRACT:**

Notices, conditions and specification issued incident to the proposal to purchase Fresh Fruit and Vegetables for the July 1, 2021 through June 30, 2022 school year described herein, together with the purchase policies of School District, are on file for examination in the Office of Food Service Director, shall form a part of the contract conditions.

#### **NATURE OF CONTRACT:**

Specifications are technical for purposes of establishing high standards of line item material purchasing. Bidders shall indicate the manufacturer's brands names where specified in their proposals. All items bid or under contract stipulate there is no guarantee, promise or commitment to any quantity estimated or service to be rendered other than materials, supplies, equipment or labor authorized by direct orders.

Procurement and delivery of items will be on an "as needed basis" according to orders placed by the Food Service Director. Purchase timeframe will be in effect for the school year July 1, 2021 through June 30, 2022.

The Buy America provision was added to the National School Lunch Program, requiring school food authorities to purchase, to the maximum extent practicable, domestic commodity or product.

The Buy America provision is one of the procurement standards school food authority must comply with when purchasing commercial food products served in the school meals program.

#### Pulaski County School District has 14 schools and a student enrollment of 8,750

- Burnside Elementary, 435 East Lakeshore Drive, Burnside KY 42519
- Eubank Elementary, 285 West Hwy 70, Eubank KY 42567
- Memorial Education Center, 222 Langdon St, Somerset KY 42503
- Nancy Elementary, 240 Highway 196, Nancy KY 42544
- Northern Elementary, 6155 Hwy 39, Somerset KY 42503
- Northern Middle, 650 Oak Leaf Lane, Somerset, KY 42503
- Oak Hill Elementary, 1755 WTLO Road, Somerset, KY 42503
- Pulaski Day Treatment/Eagle Academy, 500 Chandler Street, Somerset KY 42501
- Pulaski County High, 511 University Drive, Somerset KY 42503
- Pulaski Elementary, 107 West University Drive, Somerset KY 42503
- Shopville Elementary, 10 Shopville Road, Somerset KY 42503
- Southern Elementary, 198 Enterprise Drive, Somerset KY 42503
- Southern Middle, 200 Enterprise Drive, Somerset KY 42503
- Southwestern High, 1765 WTLO Road, Somerset KY 42503

#### **QUALITY OF THE PRODUCTS:**

Schools participating in the federal school meal programs are 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 US and if the products are not produced in the US, it needs to be noted, in the bid proposal, where is the origin of product.

#### **RESPONSIBILITY OF VENDOR:**

Each vendor shall be responsible for the delivery of products of such quality and in quantities as specified. Vendors will submit weekly price quotes to the PCBOE.

Conditional bids or bids with stipulations will not be accepted.

#### **DIRECT REPRESENTATIVE:**

Refer all questions to Mercedes Rutheford, Food Service Director (FSD) at (606)-679-1123 or e-mail at mercedes.rutheford@pulaski.kyschools.us.

#### **DELIVERY:**

Delivery will be accepted on an "as needed" basis, according to orders by school representative. No drop shipment will be accepted. Delivery hours between 7:00 AM through 3:00 PM.

#### PAYMENTS:

All invoices should be submitted to the school.

Invoice payment schedule will be once a month after monthly Board Meeting. Board Meetings are held on Tuesday following the 2<sup>nd</sup> Monday of each month.

#### TERMS:

- I. Pulaski County Schools reserves the right to reject any and all proposals received as a result of this Request for Proposal.
- II. E-mail, fax or telephone submissions will not be accepted. All proposals must be on paper in a sealed envelope.
- III. Prices quoted must include all fees, transportation and delivery charge to each school within the district and be considered final price. Pulaski County School District does not pay sales taxes and a tax exempt form will be provided to awarded vendor.
- IV. An authorized company official must sign all proposals.
- V. Pulaski County Schools reserves the right to reject any or all proposals, to waive or not waive informalities or irregularities in proposal procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by Pulaski County Schools to be in the best interest of the school.
- VI. Vendor must furnish and keep for the entire length of awarded contract:
  - Workers' Compensation
  - Employer's Liability Insurance

(Copy of Insurance must be filed with the Food Service Office prior to beginning work)

- Employees in school must have background check.
- VII. Pulaski County School District may terminate the resulting contract for non-performance, as determined by the school district, for such causes as:
  - 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
    petition 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
    the contractor thereunder. In the event of any such involuntary petition being filed shall not
    be considered an event of default until 60 days after filing of said petition in order that the
    Contractor might during that 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 Contactor.

- VIII. Pulaski County Schools District may make demand for reasonable assurances that the Vendor will be able to perform all obligation within contract, if the school has reason to believe vendor will be unable to perform such obligations.
- IX. Unless arrangements or default is corrected to the school, Pulaski County School District will provide 10-calendar day written notice of default. Satisfaction within those 10 days, Pulaski County Schools may give 30-day notice, by mail, of its intent to cancel contract.
- X. In the event that either party deems it necessary to take legal action to enforce the contract and Pulaski County School prevails, the contractor agrees to pay all expenses of such action, including attorney fees and costs of litigation.
- XI. KRS 45A.455 prohibits conflicts of interest, gratuities, and kickbacks to employees of the Cooperative or its member districts in connection with contracts for supplies or services whether such gratuities or kickbacks are direct or indirect.
- XII. Parties to this agreement are solely responsible for costs incurred in fulfilling obligations under this agreement unless otherwise provided in this agreement. No party shall have any claim against the other party for reimbursement of such costs, unless said costs are attributable to enforcing compliance under this agreement or seeking redress from the other party's default under this agreement.

#### **EVALUATION:**

Vendor selection on this project will be evaluated based on the following:

- 1. Price
- 2. Vendor service & reputation for providing quality products on timely basis.
- 3. Vendor who best meets the specified items as listed will be given priority in bidding specific items
- 4. Multiple vendors may be awarded individual products when it serves in the best interest of the PCBOE.

The contract will be awarded based on the <u>best value</u> to the Pulaski County Board of Education, with all factors considered.

#### **NOTES CONCERNING REQUEST FOR PROPOSAL:**

All substitutions must be pre-approved by the Food Service Director before product is delivered.

There is no current conflict of interest with PCBOE employees and shall not be going forward with regard to manufacturers, vendors, or representative of such entities.

Any or all items subject to individual market price valuation may be accepted or rejected at the PCBOE discretion. A thirty (30) day notice is to given to the FSD.

The school representative retains the right of refusal of products due to damage, insufficient use-by dates, non-approval substitutions or major alterations of items.

Keep in mind that there would be no service when there is no school, i.e. holidays, teacher in-service days etc. The district calendar is available by logging onto <a href="https://www.pulaski.net">www.pulaski.net</a>.

Be sure to include pack size, sizing of fruit and vegetables, pre-portion, origin of the product and all cost associated with product. If you have questions, you may e-mail Mercedes Rutheford at <a href="mailto:mercedes.rutheford@pulaski.kyschools.us">mercedes.rutheford@pulaski.kyschools.us</a>.

#### **USDA Nondiscrimination Statement**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at <a href="https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint">https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint</a> and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

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

This institution is an equal opportunity provider.

### PULASKI COUNTY BOARD OF EDUCATION

Food Service Office 925 North Main Street Somerset, KY 42502

(606)-679-1123

Product Origin	Description	Qty./Packed Size	Unit	Price
Origin	Red Del. Apple	113/125 ct. Tray	Case	
	Gold del. Apple	113/125 ct. Tray	Case	
	Empire Apple	113 ct. Tray	Case	
	Granny Smith Apple	113 ct. Tray	Case	
	Bananas	40 lbs.	Case	
	Bananas	150 ct. singles	Case	
	Broccoli Crown	Head/lb.	Рс	
	Broccoli Floret Bite Size	3lbs	Bag	
	Cauliflower Floret	3lbs	Bag	
	Carrots Baby Whole Clean	30 – 1lb per pk	Case	
	Carrots Baby Whole Clean	1 lb.	Pack	
	Carrots snack pack mini	100 pack – 2 oz.	Case	
	Carrots snack pack mini	200 pack – 1.6 oz.	Case	
	Carrots Shredded	1 – 5 lbs. resalable	Bag	
	Cole Slaw Mix	5 lbs. – 4 bags	Case	
	Cole Slaw Mix	5 lbs. bag	Bag	
	Cabbage	Head/lb.	Рс	
	Celery Stalk	Each	Each	
	Celery Sticks	5 lbs.	Case	
	Cucumber Medium	24 ct	Case	
	Cucumber Medium	12 ct	Case	
	Radish	14 bags – 1 lb. per pk	Case	
	Grapes Red Seedless Fancy	19 lbs.	Case	
	Grapes Green Seedless	19 lbs.	Case	
	Cantaloupe	12 ct	Case	
	Honeydew Melon	8 ct	Case	
	Clementine	5 lbs. – 4 bags	Case	
	Strawberry	8 lbs. – 1 lb. per container	Case	
	Pears Green Regular	120 ct	Case	
	Potato (Baking)	100-120 ct	Case	
	Onion Yellow	Per Lb.	Lb.	
	Onion Yellow	50 lbs.	Bag	
	Onion Red	Per lb.	Lb.	
	Onion Red	25 lbs. bag	Bag	
	Peppers Green	5 lbs.	Case	

Peppers Green	Each	Each
Peppers Red	5.5 lbs. – ½ case	Case
Peppers Red	Each	Each
Spinach	2.5 lbs.	Bag
Romaine Head lettuce	24 ct	Case
Romaine CHOPPED	2 lbs. – 6 bags	Case
Romaine SHREDDED	2 lbs. – 6 bags	Case
Romaine Chopped/Shredded	2 lbs. bag	Bag
Iceberg Lettuce Head	24 ct	Case
Iceberg Lettuce	Each	Each
Iceberg Taco Shred Lettuce	5 lbs. – 4 bags	Case
Iceberg Taco Shred Lettuce	5 lbs.	Bag
Tossed Salad Romaine Blend	5 lbs. – 4 bags	Case
Salad Mix	5 lbs. – 4 bags	Case
Salad Mix	5 lbs.	Bag
Tomatoes Whole Vine Ripe	25 lbs.	Case
Tomatoes Whole Vine Ripe	25 lbs. FL	Case
Tomatoes Grape	12 pint – 1 pint	Case
Watermelon	8 ct personal	Case
Sweet Potato Baking	40 lbs.	Case
Sweet Potato Random Size	40 lbs.	Case
Egg Fresh in shell	15 dozens	Case
Egg Fresh in shell	1 dozen	Dozen
Apple-Grape Buddies	50 ct − ½ c	Case
Apple Green Snack	50 ct − ½ c	Case
Apple Red & Green Snack Pak	50 ct − ½ c	Case
Grape Giggles (red grapes)	50 ct − ½ c	Case
Cantaloupe Chunks	50 ct − ½ c	Case
Honeydew Chunks Snack Pak	50 ct − ½ c	Case
Pineapple Chunks Snack Pak	50 ct − ½ c	Case
Tomato Grape Snack Pak	50 ct − ½ c	Case
Ice Bag	100 ct	Case
Ziploc Storage Bag Gallon	250 ct	Case
Ziploc Storage Bag Quart	500 ct	Case
Thank you Bag	1000 ct	Case
Plastic Spoon Unwrapped	1000 ct	Case
Plastic Fork Unwrapped	1000 ct	Case
School Tray 5 compartment	500 ct	Case
3 Compartment Tray	200 ct	Case
Sandwich bag	2000 ct	Case
Plastic Spoon Indi Wrapped	1000 ct	Case
Plastic Fork Indi Wrapped	1000 ct	Case

1 Compartment Salad Tray	200 ct – 8 oz.	Case
1 Compartment Salad Tray	200 ct – 12 oz.	Case
Clear Portion Cup 2 oz.	2500 ct	Case
Clear Portion Cup 2 oz. LID	2500 ct	Case
Clear Portion Cup 5.5 oz.	2500 ct	Case
Clear Portion Cup 5.5 oz. LID	2500 ct	Case
Foam Squat Cup 4 oz.	1000 ct	Case
Foam Squat Cup 4 oz. LID	1000 ct	Case
Non laminated Bowl 12 oz.	1000 ct	Case
1 Comp. Hinged Container	500 ct	Case
Food Tray 1 lb.	1000 ct	Case

### **BID SHEET**

### 2021 – 2022 FRESH FRUIT AND VEGEBTABLES PRODUCTS

Pulaski County Board of Education/Food Service 925 North Main St. Somerset, KY 42502	Date:	
We, the undersigned, propose to provide pricir Vegetable Products under the supervision of the		
Delivery will be accepted on an "as needed" basis	s, according to orders places by th	e School Representative.
SPECIFICATIONS <u>MUST</u> BE SUBMITTED AT THE BI WILL BE CONSIDERED NON-RESPONSIVE.	ID OPENING WHEN ANY SUBSTITU	JTION IS MADE, OR THE BID
The Pulaski County Board of Education reserves to or to accept the bid or bids deemed best.	the right to reject any/or all bids o	or to waive any information,
Respectfully submitted,		
Company Name	Authorized Signature/Date	
Address	Title	
City, State, Zip	Phone/Fax Number	
	E-mail	