



Brandon Simmons, Chairman – Dan River District
Ronnie N. Terry, Vice Chair – Blue Ridge District
Michelle Day – Mayo River District
Annie H. Hylton – Peters Creek District
Walter Scott – Smith River District
Dr. William D. Sroufe, Division Superintendent

INVITATION TO BID
PRODUCE

April 24, 2019

Patrick County Public Schools is in the process of receiving competitive sealed bids for our food service program. Patrick County is located in south/central Virginia, west of Martinsville. The district has an enrollment of approximately 2300 students; school nutrition programs serve an average of 1150 lunch meals per day. Sealed bids will be received at the above address until 2:00 p.m., May 28, 2019.

Bids must be received prior to the date and time specified. Late bids cannot be accepted.

Proposals shall be delivered in sealed envelopes that visibly identify the name of the bidder and be marked with the "Produce Bid."

Please return the bid sheet even if you do not bid, and state the reason for not bidding. Each bid shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the bid.

Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Any and all comments and suggestions are sincerely encouraged prior to the bid opening. Please call Darlene Rogers, 276-694-3836 or 276-692-4131 with any questions.

Thank you,

Darlene Rogers
Food Service Coordinator

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,



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religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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 responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) 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.

USDA is an equal opportunity provider, employer, and lender.

PATRICK COUNTY PUBLIC SCHOOL
FOOD SERVICE DEPARTMENT

Directives for Conditions of Bid

1. The bidder expressly warrants that the price or prices quoted herein are not the results of an agreement of understanding expressed or implied with any other bidder or bidders.
2. Municipalities are exempt from all direct Federal and State Taxes.
3. The right is reserved by Patrick County Schools to cancel any contract and reject deliveries of any products not in accordance with the specifications. Patrick County Schools shall be the sole and final judge.
4. Awards will normally be made to the lowest bidder. Provided service and quality are considered to be equal to that offered by other bidders, but the right is reserved to make the award to other than the lowest bidder when it is in the best interest of the Patrick County Public Schools to do so.
5. Bids must be signed.
6. The quantities are listed are estimated usages. For SY 17-18 our county spent \$52,300 on fresh fruit and vegetables. Nothing herein or attached shall bind Patrick County School Board to purchase any specified amount. We do have 2 schools, Patrick County High School and Hardin Reynolds that participate in the DOE FFAVORS programs. They order from time to time to supplement their orders.
7. No bids changes will be permitted after the bid opening.
8. Bids are binding for July 1, 2019- June 30, 2020. If mutually agreed upon, the contract may be renewed for 3 consecutive years. With the understanding that there may be some changes in bid prices, due to the volatile market.
9. Purchase orders for all schools will be issued from the School Nutrition Office. Products will be delivered weekly to all (7) seven schools as needed by bidders who are awarded the contract. (see list attached) NO DELIVERY WILL BE ACCEPTED BEFORE 7:00 AM NOR AFTER 3:00 PM. Prior to delivery, the bus schedule of each school will be sent by each school to the vendor so as to not interfere with the bus schedules.
10. Produce will be paid for by invoice. Monthly statements must be submitted to the Patrick County School Nutrition Office broken down by school. All statements will have to be received in the School Nutrition Office by the 10th day of the following month.
11. Inclement weather days. Please call the school hotline at 276-251-3154 to see if schools are closed or on a delayed schedule. If 12 month employees are scheduled to work, they may check in the order. Please report to front office upon arrival. No food should be left outside unattended.
12. Two (2) delivery slips should be given to the cafeteria manager with each delivery. Please make sure they sign all slips before leaving.
13. Suppliers must agree to supply additional rush orders, if needed.
14. List origin of produce and if it is "local" on the delivery ticket. We would like to make it a priority to help our local fruit and vegetables suppliers. Promote local farms when applicable.
15. The successful bidder shall meet the "BUY AMERICAN" standards as defined in the Child Nutrition Reauthorization Act of 1998. School districts participating in the National School Breakfast Program (SBP) and National School Lunch Program (NSLP) and in the contiguous United States are required to purchase for this program, to the maximum extent practicable, domestic commodities or products, The term "domestic food commodity or product" means agricultural commodities produced in the United States and food products processed in the United States substantially using agriculture commodities comes from American -produced products.
16. Please bid domestic products where available. If imported product is bid, please state "imported" on each item that is imported and where from.

17. Also, please list the farm if local (Virginia) on the invoice by each local item.
18. Sections 210.21(f) (changed by USDA Policy Memo SP 012-2011 [Revised]), 215.14a(d), and 220.16(e) of 7 CFR, require contractors under all contracts to provide sufficient information to permit an SFA to identify allowable and unallowable costs, as well as the amount of all such discounts, rebates, and credits on invoices and bills presented for payment to an SFA. It is critically important that all contracts include the required provisions as described herein and that the contract provisions are monitored and enforced by SFAs and SAs. Specifically, any prompt payment discounts, rebates, credits, or tangible incentives obtained from local vendors, must be retained by the SFA. The retention guidelines are as follows:
 - *Allowable charges to an SFA must be net of all credits, discounts, and rebates.
 - *An SFA must not be charged by the vendor for costs that have been reduced by credits, discounts, and/or rebates.
 - *An SFA must benefit from all credits, discounts, and rebates.
 - *Monthly operating statements must clearly illustrate these transactions, including the date, amount(s), and applicable items that were discounted, credited, and/or rebated.
19. Collusion Statement: By submitting the attached bid certifies that said bid has not been made or prepared in collusion with any other vendor/ distributor. The prices, terms, and conditions have not been communicated by or on the behalf of the bidder to any other vendor/ distributor and will not be communicated to any other vendor/ distributor prior to the official opening of said bid.
20. Bid will be awarded by June 10, 2019. The awarded vendor/ distributor will be required to furnish any signed nutrition equivalency fact sheets on any product that may be requested.
21. The Patrick County School Board, to comply with legislation passed by the 2006 Virginia General Assembly Session, requests that your company supply them with the Certification of Compliance with §22.1-296.1 (enclosed).

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Code of Conduct for Food Services Procurement

Procedures

The Patrick County Public School District seeks to conduct all procurement procedures:

- in compliance with stated regulations; and
- to prohibit conflicts of interest and actions of employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. Based on the severity of the infraction, the penalties could include a written reprimand to their personnel file, a suspension with or without pay, or termination.

For questions and concerns regarding procurement solicitations, contract evaluations, and award, contact:

Purchasing Contacts:

Assistant Superintendent of Operations	276-694-3163
Coordinator of School Food Service	276-694-3836

Regulations: 2 CFR Part 200.318, formerly 7 CFR Part 3016.36(b) (3), State Procurement Code and Regulations, and Patrick County Public School District Department of Purchasing.

Adopted: March 8, 2018

PATRICK COUNTY PUBLIC SCHOOLS

PATRICK COUNTY PUBLIC SCHOOLS

Blue Ridge Elementary School
P. O. Box 30
5135 Ararat Highway
Ararat, VA 24053
ATTN: Darlene Willard, Manager

Hardin Reynolds Memorial School (Participates in the DOD FFAVORS Program) Need supplemental orders, occasionally.

P. O. Box 130
3597 Dogwood Road
Critz, VA 24082
ATTN: Nikki Redd, Manager

Meadows of Dan Elementary School
P. O. Box 829
3003 Jeb Stuart Highway
Meadows of Dan, VA 24120
ATTN: Jodi Hayes, Manager

Patrick County High School (Participates in the DOD FFAVORS Program) Need supplemental orders, occasionally.

215 Cougar Lane
Stuart, VA 24171
ATTN: Sandra Perry, Manager

Patrick Springs Primary School
75 Elementary Lane
Patrick Springs, VA 24133
ATTN: Diane Poeske, Manager

Stuart Elementary School
314 Staples Avenue
Stuart, VA 24171
ATTN: Rayburn Bryant, Manager

Woolwine Elementary School
9993 Woolwine Highway
Woolwine, VA 24185
ATTN: Ellen S. Hylton, Manager

CONTRACT

The undersigned certifies a comprehension of the specification in the foregoing bid, and that the merchandise or service submitted for this bid meets or exceeds the specification as listed herein. The undersigned agrees to the terms of the attached Directives for Conditions of Bids and if awarded this listing, agrees that these conditions of bid and terms will serve as a legal contract. When Patrick County Public Schools notifies a bidder in writing of its acceptance of the Bidder's prices, this contract will become effective on the date acceptance is written.

FIRM NAME	
BY	
TITLE	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
DATE	

PATRICK COUNTY PUBLIC SCHOOLS
SCHOOL NUTRITION DEPARTMENT
P. O. BOX 346 – 117 VIA AVENUE, UNIT 1
STUART, VIRGINIA 24171
(276) 694-3836

CERTIFICATION OF COMPLIANCE WITH §22.1-296.1

Pursuant to §22.1-296.1 of the Code of Virginia, I certify that:

As a condition of awarding a contract for the provision of services that require me or my employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, I certify that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Authorized Signature

Company Name

Typed Name

Address

Date

City, State, Zip

Subscribed and sworn on before me, this _____ (day of month) day of
_____ (month), 20_____.

Notary Seal:

Signature of Notary

Typed Name of Notary

NOTARY PUBLIC

My commission expires: _____, 20_____.

	VENDOR:			
Item #	Item Description	Origin	Bid Quote	Date
	Apples, Yellow 125-138 Ct U.S Fancy <i>Approximately 12 cases per week of apples.</i>			
	Apples, Red 125-138 Ct U.S Fancy			
	Apples, Local In Season			
	Bananas, Fresh 100-120 Ct (Index #3) <i>Approximately 15 cases per week.</i>			
	BLACKBERRIES, 12/6 OZ (Seasonal)			
	Blueberries, 12/6 OZ <i>New Occasional</i>			
	Bok Choy, 30# Occasional Occasional			
	Broccoli, Bunch or 14 Ct U.S. Fancy or #1			
	Cabbage, Green Individual or 50 LB <i>Approximately 5 bags per week.</i>			
	Cabbage, Diced 4/5# Bags or Individual Bags			
	Cabbage, Shred 4/5# Bags or Individual Bags			
	Cabbage, Red Individual Head <i>Approximately 5 heads per week.</i>			
	Cantaloupe, (9 CT) U.S. Fancy or #1			
	Carrots, 1 LB Bags U.S. grade #1 <i>Approximately 7-10 bags per week.</i>			
	Mini Carrots, 20/1lb. Bags or Individual 1# bags			
	Carrots, Shredded 1-3# bags			
	Cauliflower, Individual Head <i>Approximately 7 heads per week.</i>			
	Celery, Individual Bunch <i>Approximately 7 heads per week.</i>			
	Cilantro by LBS. or Bunches			
	Grapefruit, Pink 40 ct. (Occasional 7 cases, 4 times a year)			
	English Cucumbers Individual or 12 Count			
	Cucumber Select LBS			
	Grapes, Black Seedless 19 LB U.S. Fancy <i>Approximately 9 cases per week of grapes.</i>			
	Grapes, Red Seedless 19 LB U.S. Fancy			
	Grapes, Green 19 LB U.S. Fancy			

	Honeydew Melons, 5/6 CT			
	Kiwi, Bulk volume filled			
	Lemons, LB or Individual			
	Limes, LB or Individual			
	Lettuce, Green Leaf, 24 CT U.S. #1U.S. <i>Approximately 7 cases /week</i>			
	Lettuce, Romaine, 24 CT			
	Lettuce Romaine, Pre-Chopped Case, 6/2# bags <i>New item being offered to schools.</i>			
	Lettuce, Romaine, Shredded 6/2# bags <i>New item being offered to schools.</i>			
	Molasses, Black Strap Pint			
	Nectarines, Seasonal			
	Onions, Yellow Sweet #1, Jumbo, 50 LB or Each			
	Onions, Red, Jumbo Each			
	Oranges, 125-138 ct (Seasonal) U.S. #1			
	Parsley, Curly Bunch			
	Peaches, Seasonal			
	Pears 120-150 ct			
	Plums, Seasonal			
	Potatoes, Idahoan Bakers, 80 CT			
	Potatoes, Red #2 "A" size 50# bag			
	Peppers, Green XL Each or LB			
	Pepper, Red Each or LB			
	Peppers, Jalapeno Each or LB			
	Peppers, Orange Individual			
	Peppers, Yellow Individual			
	Pineapple, Golden Ripe Case			

	Radishes, 1# bags or 30/6 oz. bags			
	Sweet Potatoes, Red, #1 Food Service Packed, 40 # case			
	Tangelo			
	Tangerines, 120 CT (Seasonal)			
	Spinach, Pre washed Cello 12/10 oz Or Individual Bag			
	Strawberries, 8/1LB			
	Tomatoes, XL Slicing Vine Ripe, 25 LB <i>Approximately 7 cases per week.</i>			
	Tomatoes, Grape 12/1 pint Or pint <i>Approximately 7 cases per week.</i>			
	Watermelons, Seedless			
	XL White Eggs, Grade A/ Dozen Or Case			
	Honey, Individual Container Or by Case			